



City of Melbourne, Florida City Council Agenda

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

March 24, 2026, 6:30 PM

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

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

A. OPENING

1. **Invocation**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
 - a. Proclamation declaring April 2026 as "Water Conservation Month."
 - b. Presentation of Volunteer Milestone of Service Award - Justin Jennings, 5 Years of Service, Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
5. **Approval of Minutes** - March 10, 2026 Regular Meeting
6. **City Manager's Report**
7. **Public Comments**
- 7.1 **Presentation to Council:** The City of Melbourne's 2025 Annual Comprehensive Financial Report and the two Community Redevelopment Agency's Financial Reports.
- 7.2 **Presentation to Council:** Asset Mapping and the Melbourne Resources Collaborative.

B. UNFINISHED BUSINESS

8. **Ordinance No. 2026-10, Wholeness to Freedom School:** (Second 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) (First Reading - 3/10/2026)
9. **Ordinance No. 2026-11, Capital Improvements Element:** (Second 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) (First Reading - 3/10/2026)

C. NEW BUSINESS

10. Task Order No. CDM-08 to the Professional Services Agreement for the Water Production Wellfield Improvements Production Wells No. 1 and No. 2 Generators, Project No. 31223, CDM Smith, Inc., Maitland, FL - \$327,322.
11. Hoag Avenue Roadway Improvements, Project No. 04126.
 - a. Creation of the Hoag Avenue Roadway Improvements for the FY26 Capital Improvement Project Budget and a transfer of \$125,800 from the Unpaved Roads Program, Project No. 64219.
 - b. Task Order No. DRMP-I-2025-007 to the Continuing Contract for Professional Consulting Services for the Hoag Avenue Roadway Improvements Project, Project No. 04126, DRMP, Inc., Merritt Island, FL - \$125,800.
12. **CONSENT AGENDA:**
 - a. Increase annual spend by \$500,000 for Horizontal Directional Drill Services up to 8-inch Diameter for the Water Distribution Division, Timeline Group, LLC, Melbourne, FL (Primary) and Concurrent Utility Services, LLC, Rockledge, FL (Secondary) - estimated total annual amount of \$1,000,000.

- b. Second Amendment to the contract for the purchase of new fire hydrants for the Water Distribution Division, Fortiline, Inc. d/b/a Fortiline Waterworks, Inc., Daytona Beach, FL - estimated annual amount of \$198,437.40.
- c. Purchase of bulk gasoline and diesel fuel for various City Departments, Palmdale Oil Co. LLC, Ft. Pierce, FL and Sunoco LP, d/b/a Sunoco LLC, Newtown Square, PA - total estimated annual amount of \$860,000.
- d. Fifth Amendment to the contract for mowing of utility sites to add additional areas for various locations, Florida Premier Outdoor Services, LLC d/b/a Hannah's Lawn Service, Palm Bay, FL - estimated annual contract amount of \$290,274.
- e. Professional Services Selection for the Stormwater Quality Master Plan and authorization to negotiate a contract with Geosyntec Consultants, Inc., Titusville, FL.
- f. Contract award for Paving Services and Asphaltic Concrete, V.A. Paving, Inc., Cocoa, FL.
- g. Acceptance of the City of Melbourne's 2025 Annual Comprehensive Financial Report and the two Community Redevelopment Agency's Financial Reports.

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

14. **Ordinance No. 2026-14, Ordinance No. 2026-15 and Ordinance No. 2026-16, 1634 Pine Hill Drive:** (First Reading/Public Hearing)

Ordinances providing for annexation, Comprehensive Plan amendment and zoning designation on 0.20± acres located on the north side of Pine Hill Drive, east of North Wickham Road, and south of Kingston Lane. (Owner/Applicant - Margaret Spillers) (P&Z Board - 3/5/26)

- a. **Ordinance No. 2026-14/ANNX2026-0002:** (First Reading/Public Hearing) An ordinance providing for the annexation of 0.20± acres of real property into the City of Melbourne corporate limits.
- b. **Ordinance No. 2026-15/MAP2026-0005:** (First Reading/Public Hearing) An ordinance establishing a Low-Density Residential Future Land Use.
- c. **Ordinance No. 2026-16/MAP2026-0006:** (First Reading/Public Hearing) An ordinance establishing R-1A (Single-Family Low Density Residential District) zoning.

15. **Resolution No. 4412, The Pines West PUD:** (Public Hearing) A resolution transmitting a Comprehensive Plan Amendment *Major Amendment* to the Florida Department of Commerce for review. (P&Z Board – 3/5/2026)
16. Amendment to Melbourne City Code, Chapter 54, Economic Development Tax Exemption Program, Section 54-146 and Ad Valorem Tax Exemption Program Guidelines.
 - a. **Ordinance No. 2026-17:** (First Reading) An ordinance amending Chapter 54 of the City Code to update the statutory definition references of "new business" and "expansion of a new business."
 - b. **Resolution No. 4413:** A resolution amending the Ad Valorem Tax Exemption Program Guidelines to provide updated average annual wage data.
17. Discussion of Downtown Melbourne CRA Small Business Workshop.
18. Discussion of Traffic Calming Methods and Policy.
19. Selection of Exceptional Citizen Award for 2026 Q2.

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 Chaplin Norman Desrosiers.
2. Pledge of Allegiance
3. Roll Call

Present:

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

4. Proclamations and Presentations

City Manager Jenni Lamb called Fire Chief Shane Leech forward and discussed his history with the City of Melbourne. Mayor Alfrey presented Chief Leech with his fire bugle pins, and Chief Leech's wife Luon pinned his badge. Mrs. Lamb then administered the oath of office and swore in Chief Leech as the city's next Fire Chief. Chief Leech thanked his family and those in attendance for the support.

5. Approval of Minutes – February 24, 2026 Regular Meetings.

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

6. City Manager's Report

City Manager Jenni Lamb reported that a public meeting relating to the Fire Station 72 replacement project will be held on Monday, April 20 at 5:30 p.m. in the Council Chamber. Additionally, she noted that the proposed discussion item

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regarding the city's code enforcement process is being proposed for the March 24 Council meeting agenda.

Finally, Mrs. Lamb stated that the city just found out from the TPO that there is funding available for an ITS expansion fiber project; however, an application is needed by Friday. She asked for Council's consensus to move forward with this opportunity, which will include a future budget amendment resolution seeking formal authorization. Council expressed consensus for staff to move forward.

Council Member Mark LaRusso stated that he will be attending the TPO meeting on Thursday and asked that Mrs. Lamb write up any talking points that he should bring with him to the meeting. He asked that the information also be sent to Council Members Marcus Smith and Mimi Hanley as representatives on the TPO.

City Attorney Adam Conley reported on a previous request from City Council to merge the Zoning Board of Adjustment into the Planning and Zoning Board and noted that both boards are called out in the City Charter, which would require an amendment to change. He reminded Council of that process, which includes an ordinance to be adopted and a referendum to appear on the November general election ballot. Attorney Conley noted that he would take City Council direction on how to move forward, especially with regard to previous conversations about another proposed charter amendment that relates to the appointment/removal of volunteer advisory board members.

Council Member David Neuman asked if a special meeting on advisory boards would be warranted since there have been multiple conversations on multiple topics related to boards.

Mr. LaRusso stated that the language referenced by Attorney Conley has been in the charter for a long time. He noted that there are pros and cons with putting this idea on the ballot and asked if the city is being pushed by Tallahassee or approached by someone in particular to move forward with this idea.

Attorney Conley replied that conversations about advisory board began after the receipt of an attendance report requested by Mr. Neuman. He further discussed previous Council conversations about consolidation of boards and opportunities for increased efficiency.

Mr. LaRusso stated that the idea of a referendum could get complicated and expressed his concern with moving forward with the idea about merging the aforementioned boards.

Council Member Mimi Hanley noted that the Zoning Board of Adjustment doesn't meet regularly because the board only meets when there is a need. She recommended leaving the board the way it is.

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Council Member Marcus Smith agreed with Mr. Neuman's idea of a special meeting. Mayor Alfrey asked for Mr. Neuman to put something together and noted that a discussion may be better suited for before a regular Council meeting or during a meeting with a lighter agenda.

Mr. LaRusso asked if the Planning and Zoning Board and Zoning Board of Adjustment were merged, how would appeals of the board work. Attorney Conley replied that he would have to review the charter language as well as City Code; however, there is a discrepancy on how City Council gets involved in these appeal decisions. He stated his preference that Council be removed from the Planning and Zoning Board's appeal process. Mr. LaRusso stated that would not be his recommendation.

Attorney Conley continued regarding the timeframe, which appears to be a discussion item by City Council, direction provided by staff, and then two readings of an ordinance regarding a potential referendum. He noted that the Supervisor of Elections has deadlines to get this information on the ballot, so it is reasonable to assume that a decision would need to be finalized by early to mid-August.

Ms. Hanley asked the cost of adding a referendum to the ballot. Attorney Conley replied that he was unsure of the cost.

Vice Mayor Julie Kennedy asked if a similar model could be followed like when City Council serves as the Community Redevelopment Agency. Attorney Conley stated that a charter amendment would likely still be required.

Mrs. Lamb noted that looking ahead on the rolling agenda, the April 28, May 12 and May 26 agendas do not have discussion items listed yet, so there are potentially some opportunities at these meetings to have a discussion.

Discussion continued. Council expressed consensus with having a discussion item in this timeframe to further explore the topics related to volunteer advisory boards.

Mrs. Lamb introduced the new Executive Director for Melbourne Main Street, Amil Cordova. Mr. Smith asked if there is a timeframe for him to provide a presentation to Council like he did for the Melbourne Downtown CRA Advisory Committee. Mrs. Lamb replied not at the moment.

Mr. Neuman thanked staff for various issues that were brought to his attention and ultimately resolved, including an issue on Roxy Avenue and graffiti within the veterans memorial park.

7. Public Comments

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David Carroll, 1396 Arnold Drive, handed out emails between him and the Melbourne Police Department and discussed the progress on traffic calming for his street. He noted some of the findings of the first report and stated that he will be back at the March 24 City Council meeting since there will be an agenda item on the topic.

Mayor Alfrey stated that he would be moving Items 14 and 15 up on the agenda to be heard next on the agenda.

B. UNFINISHED BUSINESS

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

Moved by LaRusso/Neuman for approval of Ordinance No. 2026-05. The roll call vote was:

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

Motion carried unanimously.

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.

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

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Moved by LaRusso/Smith for approval of Ordinance No. 2026-06, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

Moved by LaRusso/Alfrey for approval of Ordinance No. 2026-07, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

Moved by LaRusso/Alfrey for approval of Ordinance No. 2026-08, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

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)

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

Moved by Smith/Alfrey for approval of Ordinance No. 2026-09. The roll call vote was:

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

Motion carried unanimously.

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.

City Engineer James Ennis reported that on May 13, 2025, Melbourne Main Street presented a conceptual vision to City Council to redefine Holmes Park into

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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 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.

Mr. Smith asked about the timeframe of the project. Mr. Ennis replied full design completion should be done in 275 days and stated that permitting will be the most difficult part of the process.

Ms. Hanley stated that with what is being proposed for the elimination of property taxes, she has reservations about moving forward. She suggested postponing the request until after the legislative session ends.

Mrs. Lamb stated that in the discussion about the downtown streetscape later in the agenda, staff will go into the financials. The Melbourne Downtown CRA is a bit more insulated from the property tax proposal, which makes it a concern but not as critical as it is for a project like the downtown streetscape.

Moved by Neuman/Smith for 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. Motion carried unanimously.

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.

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- 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.

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

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.

Mr. LaRusso came forward to discuss the history of this request and noted that with this transaction, the organization can now apply for state and federal grants.

Attorney Conley reported that 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 deed to transfer the property has been prepared, 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

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proposed disposition was also published and posted pursuant to Sec. 2-645, City Code.

Mr. Smith asked for clarification on the reverter. Attorney Conley replied that it is in perpetuity but will be at the future city administration's discretion to exercise it. He also added that the structure known as "the Big Orange" is intended to be preserved and that there is language in the deed addressing this as well.

The Mayor opened the public hearing.

Tim Thomas, representing the DAV, stated that the City Council has always expressed its support of military veterans and thanked Council for moving this item forward.

Moved by LaRusso/Neuman for approval of Resolution No. 4410. Motion carried unanimously.

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)

Community Development Director Cindy Dittmer reported that 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.

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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, two-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 three-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 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 three-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

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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 ten years.

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

The Mayor called for disclosures. Mr. Smith noted that he met with this non-profit about a year ago and had a conversation about the general idea of this project. (Note: Mr. Neuman was not present in the chamber when the Mayor called for disclosures.)

The Mayor opened the public hearing.

Jake Wise, representing the applicant, discussed the history of this project and the interior renovations planned. He thanked Council for its support of the project.

Beverly Squire-Wiggins, representing the applicant, thanked the Community Development staff who have helped them through this project as well as the multitude of partners that are involved. She discussed the purpose of the program and thanked Council for its support.

Council asked general questions about class sizes, accreditation, curriculum, stabilization of participants, and faculty.

Kristy Stuart, representing Love INC. of Brevard, expressed her full support of the project.

Brittany Hill, representing the applicant, expressed her support and discussed the impact that the school has had in the community.

Buddy Morrow, representing CITA Rescue Mission, discussed the need for these services in the community and asked for Council to consider adopting the ordinance.

Moved by Hanley/Bassett for approval of Ordinance No. 2026-10 with PLAN2024-0011, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

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At this point, Council returned to the normal order of the agenda, starting with Item 8.

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)

(Council Member Rachael Bassett stepped out of the chamber at 8:02 p.m.)

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

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

Moved by Neuman/Smith for approval of Ordinance No. 2026-11 based upon the findings contained within the staff memorandum. Motion carried unanimously.
Ms. Bassett was not present for the vote.

(Ms. Bassett returned at 8:04 p.m.)

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.

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

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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.

Attorney Conley referenced the review criteria and his recommendation that Council include a finding that the application does not meet that criteria as utilities in the area would be impacted by this request.

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

Moved by LaRusso/Smith for denial of abandon and vacate request AV No. 406 and denial of Ordinance No. 2026-12 based on the finding that the application does not meet the review criteria set forth in City Code. Motion carried unanimously.

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.

Attorney Conley read the ordinance by its title. City Clerk Kevin McKeown reported that 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

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requested that the BEEB be invited to attend the Council meeting for which this item would occur in order to hear from the BEEB members directly.

Nicholas Sanzone, 1539 Croftwood Drive, a member of the BEEB, discussed the cost saving measures recommended by the board and the good work that the board has accomplished. He stated that in his opinion, the board members have felt limited in their scope and that his recommendation would be to widen the scope and duties of the board.

Mr. Neuman stated that the letter received by the board stated that the board was frustrated that they weren't being told what to do and that Council was not questioning their recommendations. Mr. Sanzone replied that in his opinion, communication back and forth between Council and the board was lacking and that there is not enough support from Council in giving the board more direction.

Mr. Smith reiterated that an overall discussion about an overview of advisory boards is warranted.

Mayor Alfrey asked how Mr. Sanzone would move forward with regard to the scope of the board. Mr. Sanzone replied that increasing the scope of the board to allow for goals that are more long-term in scope or adjusting the mission of the board to help beautify the city in a better way.

Mr. Neuman replied that this is basically the first item in the list of the board's duties.

Mayor Alfrey recommended postponing the discussion about how to amend the scope of the board. Mr. Neuman stated that the discussion could occur during Council's broader discussion on boards at the end of April.

Discussion continued.

Moved by Smith/Bassett for denial of Ordinance No. 2026-13. Motion carried.
Mr. Neuman voted nay.

19. Discussion regarding the Downtown Core Streetscape Project.

Mrs. Dittmer reported that 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

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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.

Mr. Neuman asked for clarification on Council's consensus. Mrs. Dittmer replied that staff is looking for affirmation of the project before the RFQ is issued and future guidance as staff prepares the upcoming budget. Mrs. Lamb added that the question is whether Council is committed to the \$3 million design for this project. If so, staff will present to the CRA Advisory Committee the current plans on the books and how to amend the project list by the addition of this project.

Discussion continued about current projects in the CRA, parallel parking, and how the proposed elimination of property taxes would play into this project.

Following discussion, Council expressed consensus for staff to move forward with this project.

20. Revision of City Council Policy #10 regarding Critical Community Needs funding.

Assistant to the City Manager Rebecca Thibert reported that 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

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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.

Moved by Bassett/Alfrey for approval of City Council Policy No. 10 Critical Community Needs Funding, as revised. Motion carried unanimously.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

At Council Member Neuman's request, Council expressed consensus to move forward with adjusting the Central Business Overlay Zone north to Hibiscus Boulevard and east to U.S. 1.

Ms. Bassett stated that she attended the police awards ceremony on February 26 and congratulated the winners.

Ms. Hanley discussed an invitation she received to serve on the East Coast Resiliency Commission.

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Mr. Smith commented on his attendance at the EDC meeting in Cocoa Village, stated that the American Legion is celebrating its 107th birthday, and discussed throwing the first pitch at the Eau Gallie Little League opening ceremony. He also discussed attending the Space Coast Chamber breakfast and thanked police and fire employees for their service to the community.

Mr. LaRusso discussed the need for an AI business plan and at his request, Council expressed consensus to move forward with a future discussion item on e-bikes, including information from other local and statewide communities on how those communities address this issue. He also discussed the upcoming St. Patrick's Day parade and the planning of an event for the naming of Paul Gougelman Park.

James Coleman, Melbourne, asked for an update on the paving of Hoag Avenue. Mrs. Lamb replied that a task order will be on the March 24 agenda related to the design of the project.

Mayor Alfrey commented on the wonderful turnout at the Eau Gallie Little League opening ceremony.

E. ADJOURNMENT

The meeting adjourned at 9:16 p.m.

/s/ Kevin McKeown, City Clerk – March 18, 2026

Approved by Council:

Memorandum

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

Updates:

- The U.S. Treasury has refined the federal Opportunity Zone (OZ) Program as created under the Tax Credit and Jobs Act of 2017. The OZ Program is designed to encourage investors, businesses, developers, financial institutions, and other investors to reinvest capital gains into distressed census tracts to foster job creation. The benefits are deferral, reduction, and potential elimination of taxes on capital gains and not rebates or grants.

Under OZ 2.0, the One Big Beautiful Bill of 2025 makes the program a permanent part of the tax code and further refined the program. Local governments have the ability to nominate same and/or new census tracts to the Governor, as the previously nominated census tracts will sunset on December 31, 2026. New OZs will be nominated by state Governors starting July 1, 2026 through October 31, 2026, qualified by the U.S. Treasury by December 31, 2026, and will take effect on January 1, 2027. Governors can only nominate 25% of their states' eligible census tracts for designation as an OZ. Under the new Program, OZs will be nominated and designated every 10 years. More restrictive eligibility criteria will be applied to qualify new census tracts, including a lower median family income threshold less than 70% (previously median family income of less than 80%) and elimination of contiguous tracts.

Staff is seeking Council consensus for the Mayor to sign a Letter of Support identifying new eligible census tracts, to include re-nominating existing census tracts. This Letter of Support must be submitted to the Governor via an online survey by April 1, 2026. Staff will return at a future Council meeting with a copy of the LOS and the list of census tracts nominated.

- Crystal Plain, founder/President/Executive Director and Producer of Black Brilliance on the Rooftop, is requesting a Letter of Support for their grant application for the Community Quarterback Grant for Small Business funded by Truist. Black Brilliance on the Rooftop is a Brevard County-based 501(c)(3) nonprofit dedicated to expanding economic opportunities for Black and minority-owned small businesses. The organization works to strengthen the local, small business ecosystem by connecting entrepreneurs with community organizations,

chambers of commerce, and economic development partners to improve access to resources, education, and capital readiness.

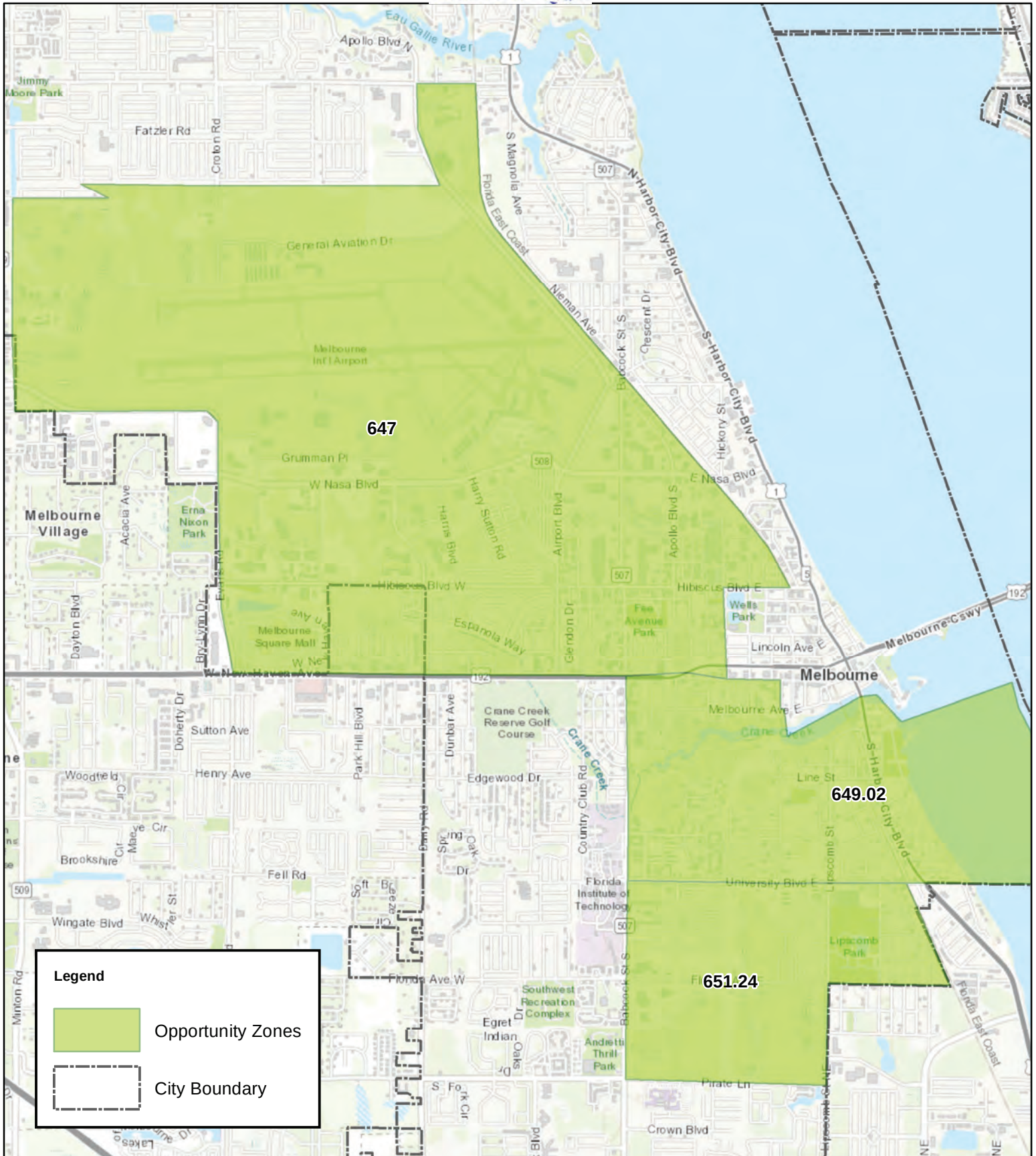
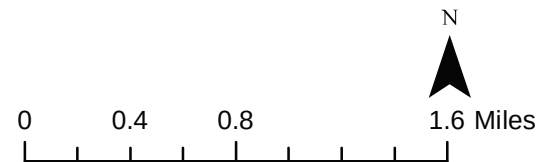
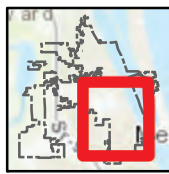
Through the Community Quarterback Grant for Small Business funded by Truist and administered by The Coalition, the organization proposes to serve as a regional convener that helps coordinate existing resources and support systems. The initiative includes quarterly ecosystem roundtables, business fundamentals education, capital readiness support, and strategic networking opportunities designed to improve collaboration and increase access to programs for under-resourced entrepreneurs in Brevard County. Additional information is attached.

Staff is seeking Council consensus for the City Manager to sign a Letter of Support for Black Brilliance on the Rooftop's grant application.

Upcoming Events:

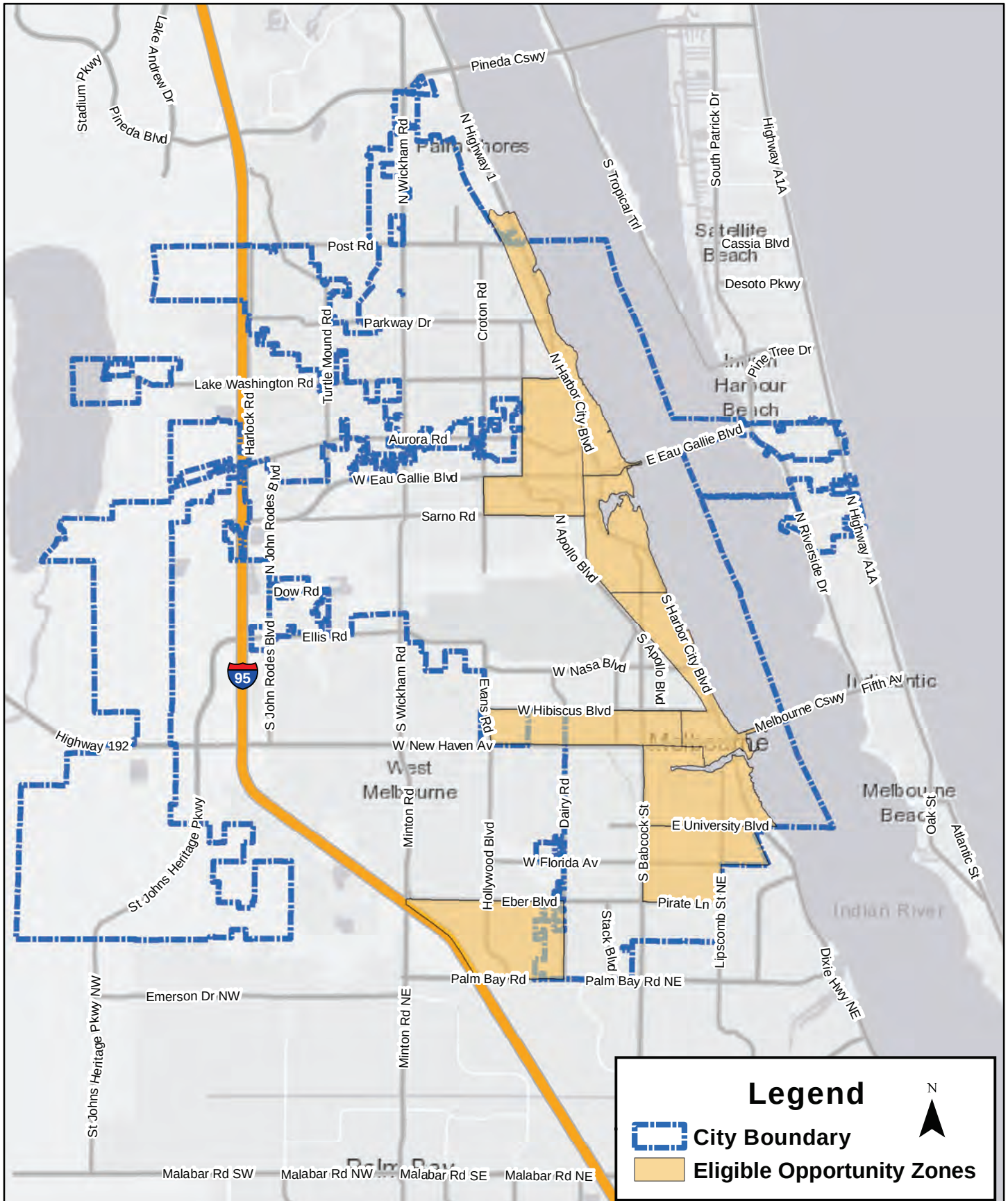
- 2026 Law Enforcement Torch Run for Special Olympics on Thursday, March 26, 2026 at 120 Malabar Road beginning at 9:00 a.m. Please RSVP to christina.brainard@mlbfl.org if you would like to participate.
- Southwest Playground Community Meeting on Wednesday, April 8, 2026 at Eddie Lee Taylor, Sr. Community Center from 6:00 p.m. to 7:00 p.m.
- 15th Annual Brevard Corporate 5K on Thursday, April 9, 2026 at the Melbourne Orlando International Airport beginning at 6:30 p.m. Registration is free for employees signed up by April 3, 2026.

Opportunity Zones



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Census Tracts Eligible for Opportunity Zone Nomination 2026



Black Brilliance on the Rooftop

Community Quarterback Small Business Ecosystem Initiative

Grant Proposal Outline

1. Purpose of the Initiative

Black Brilliance on the Rooftop has applied for the **Community Quarterback Grant for Small Business**, funded by Truist and administered by The Coalition.

The purpose of the initiative is to strengthen Brevard County’s small business ecosystem by serving as a **community connector and convener**, particularly for Black and minority-owned small businesses operating in under-resourced communities.

Rather than duplicating existing services, the initiative focuses on **improving coordination, access, and communication between entrepreneurs and existing institutions**.

2. Problem the Initiative Addresses

Brevard County has strong economic development institutions, but many small businesses—particularly minority-owned and early-stage businesses—face barriers such as:

- Limited access to capital readiness education
- Fragmented information about available programs and services
- Lack of coordinated referrals between ecosystem partners
- Limited engagement between institutions and under-resourced entrepreneurs

This initiative helps **bridge those gaps**.

3. BBOTR’s Role as “Community Quarterback”

Black Brilliance on the Rooftop will serve as a **neutral ecosystem convener and connector**.

Our role is to:

- Convene cross-sector stakeholders
- Connect entrepreneurs to existing resources
- Strengthen collaboration between ecosystem partners
- Improve navigation of capital, education, and support programs

We are not replacing existing programs — we are **strengthening coordination between them**.

4. Key Program Activities

The initiative focuses on four major areas:

Ecosystem Coordination

Quarterly roundtables bringing together stakeholders such as:

- City leadership
- Economic development partners
- Chambers of commerce
- Financial institutions
- Veteran organizations
- Small business service providers

Goal: improve communication and alignment across the ecosystem.

Business Fundamentals Workshops

Educational programming for entrepreneurs focused on:

- Business structure and compliance
- Financial literacy and cash flow management
- Capital readiness
- Strategic growth planning

Goal: prepare businesses to access existing resources and funding opportunities.

Capital Readiness & Resource Navigation

Connecting entrepreneurs with:

- Financial institutions
- Lending programs
- Grant opportunities
- Technical assistance providers

Goal: ensure small businesses are better positioned to secure and manage capital.

Cultural & Economic Convening

Intentional networking and community events that:

- Connect entrepreneurs to mentors and partners
- Elevate minority-owned businesses
- Encourage collaboration across industries

Goal: build relationships that lead to real economic opportunity.

5. Target Population

The initiative primarily serves:

- Black and minority-owned small businesses
- Early-stage entrepreneurs
- Veteran-owned businesses
- Creatives transitioning into structured enterprises
- Low-to-moderate income entrepreneurs

All programming will be centered in **Brevard County**.

6. Anticipated Impact

Over a 9–12 month period, the initiative aims to:

- Serve 75–100 small businesses
- Convene multiple cross-sector ecosystem meetings
- Deliver quarterly business fundamentals workshops
- Connect entrepreneurs with capital and institutional partners

The long-term goal is to establish **Black Brilliance on the Rooftop as a trusted ecosystem convener for minority entrepreneurship in Brevard County**.

7. Community Partnerships

The initiative is supported by partnerships and relationships with:

- Space Coast Black Chamber of Commerce
- Local city leadership and economic development stakeholders
- Veteran community organizations such as the Historic American Legion
- Minority-owned small businesses and community leaders
- Additional ecosystem partners across Brevard County

These partnerships strengthen the initiative’s ability to coordinate resources and build sustainable support systems.

8. Long-Term Vision

Black Brilliance on the Rooftop seeks to build a **more coordinated and inclusive small business ecosystem in Brevard County** where:

- Minority-owned businesses are better prepared to scale
- Entrepreneurs can easily navigate available resources
- Institutions collaborate rather than operate in silos
- Economic opportunity reaches under-resourced communities

This initiative represents the first step in building that infrastructure.

City of Melbourne Draft Letter of Support

To Whom It May Concern,

The City of Melbourne recognizes the importance of strengthening local small business ecosystems and improving access to resources for entrepreneurs across our community.

Black Brilliance on the Rooftop has demonstrated a commitment to supporting Black and minority-owned small businesses through community engagement, educational programming, and cross-sector collaboration.

Their proposal to serve as a “Community Quarterback” within Brevard County aligns with broader efforts to improve coordination between entrepreneurs, community organizations, and economic development partners. By helping connect small businesses with existing resources and institutions, initiatives like this can strengthen pathways to sustainable economic growth.

We appreciate the organization’s focus on improving access to business education, capital readiness, and collaborative engagement across sectors.

Sincerely,
City of Melbourne

CITY MANAGER'S ACTIVITY REPORT FEBRUARY 2026

For Activity from February 1 to February 28, 2026

Public Assembly Permits Issued

- 2/1/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 2/6/26 Eau Gallie Square - EGAD Music in the Park
- 2/7/26 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 2/7/26 Riverview – TCS Foods - Farmer's Market
- 2/8/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 2/14/26 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 2/14/26 Riverview – TCS Foods - Farmer's Market
- 2/15/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 2/21/26 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 2/21/26 Riverview – TCS Foods - Farmer's Market
- 2/22/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 2/28/26 Riverview – TCS Foods - Farmer's Market
- 2/28/26 Eau Gallie Square - Carrie Thomas - Farmer's Market

Purchases Approved by the City Manager

- Purchase of training ammunition for the Police Department, Lawmen's & Shooter's Supply, Titusville, FL - \$20,662.50.
- Purchase annual inspection and testing services for various city vehicles equipped with lifts, booms, cranes, aerial ladders, and ground ladders, American Test Center, River Falls, WI - total estimated amount of \$16,293.00.
- Renewal of AutoCAD LT Government, Civil 3D Government and AutoCAD Government annual subscriptions, SHI International Corp, Somerset, NJ - \$15,221.02.
- Sole source purchase of four (4) L3Harris XL-185M Mobile Radios for the Police Department for use in the Mobile Command Post, Communications International, Inc., Vero Beach, Florida - total amount \$30,427.52.
- Purchase of tables, chairs and chair rack for multiple divisions in Recreation - Mitylite, Orem, UT - \$25,448.47.
- Request approval to retain the services of Parkson Corporation to provide the necessary equipment needed to complete the emergency repair of Bar Screen No, 2 at D.S. Lee Water Reclamation Facility at a cost of \$25,703.

Engineering Activity

Consultant Task Orders

- **Task Orders Approved by City Manager**
 - o Riverview Park Restroom Facility, Project No. 00125, Task Order No. DRMP-C-225-003 consists of the site design for a new restroom building, a male and female stall, similar to the recently completed Front Street pre-fabricated restroom building, DRMP-C-2025-003, \$31,700.00.
 - o Eau Gallie P3 Parking Garage – Design Criteria Services, Task 1: Design Criteria support services, to be performed by the Engineering subconsultant – TLC for Heating, Ventilating and Air-conditioning,

plumbing, electrical and structural engineering; Task 2: Site related Design Criteria as needed and provide overall management of the process, plus submit the Design Criteria deliverables to the City, DRMP, Inc., \$25,000.00.

- o Fiscal year 2026 As-Needed Services, Project No. 104811, Task Order No. CHA-2025-001, Task 1: Project progress review including schedule and budget monitoring, team coordination activities with project team members, preparing project invoices and maintaining clear communication to the City; Task 2: Water, wastewater and reclaimed water planning, study, design, permitting, funding assistance, hydraulic modeling and other engineering support to the City's prioritization and implementation of its capital projects, CHA Consulting, Inc., \$49,900.00.
- o Canova Beach Pump Station Sound Reduction Alternatives Evaluation, Project No. 31418, evaluation of different options and alternatives for reducing sound levels transmitted from the new pump station to neighboring properties, CDM Smith, Inc., \$20,100.00.
- **Task Orders Approved by City Engineer**
 - o Sweetwood Subdivision Drainage Improvements, Task Order consists of Boundary and Topographic Surveying services, DRMP, Inc., \$5,500.00.

Development Plan Approvals

- **Substantially Approved Plans (Pending Pre-construction Meeting)**
 - o LAI-KWAN-JIMENEZ, ENGR2024-0010, New parking area and required landscaping.
 - o Jackson Street 10-Plex, ENGR2024-0017, Construction of 10 multifamily building with associated parking, utilities and stormwater management system.
 - o Hyde Parkway Apartments, ENGR2024-0021, Demo of existing church, fellowship hall and construct a new 4-unit townhome complex.
 - o Florida Recycle and Garden Center, ENGR2024-0024, improvements to Recycle Center and the addition of a 900 SF Garden Center.
 - o The ABC Company, ENGR2025-0002, Construction of 67,200 Sf of warehouse with associated site improvements.
 - o VFW 4206 Parking Expansion, ENGR2025-0004, A parking lot expansion and stormwater upgrades for the existing building to provide additional parking. There are no proposed structural changes or utilities changes to the existing building. There is no existing permit for Stormwater treatment for the existing site. Tree preservation has been maximized to the fullest extent feasible.
 - o View Apartments, ENGR2025-0006, The proposed improvements consist of a 115 Foot tall 10-story, 246-unit multifamily building with multistory parking garage with four parking decks. This will require a conditional use approval for the additional height.
 - o Dairy Queen, ENGR2025-0016, 2495 N. Wickham Rd.
 - o Walmart 1702 EV Charging Station Install, ENGR2025-0022, Installation of EV chargers in parking lot. Requires restriping of existing parking stalls for new EV charging stalls, transformer and switchgear.

- o Tropical Haven, ENGR2025-0005, Tropical Haven is currently developed with approximately 759 site age-qualified manufactured homes & RV sites. The proposed additional development consists of two (2) new amenity areas, reconfigure existing RV storage, construct new Dog Park, construct two (2) new roadways turn around areas to private roadway standards.
- **Approved Plans**
 - o Apollo Providence Place, ENGR2025-0018, The historical use of the project property included a car dealership. The 21,738 square foot building has since been removed. The remaining existing onsite improvements will be removed as part of this project. The proposed improvements consist of a new 4-story, 120-unit affordable housing apartment building with onsite resident amenities for very low and extremely low-income households. Among other things construction includes new paved parking, onsite stormwater treatment and new utilities to support the development. Refuse needs will be serviced by an onsite dumpster proposed to be rolled out of an indoor enclosure during identified pick up times.
 - o Medical Mobility, ENGR2025-0024, Construction of 4,000 sf warehouse to an existing business known as Medical Mobility.
 - o Dutch Bros. FL 2901, UTIL2025-0005, The proposed project includes the construction of a Dutch Bros drive-through coffee shop within an outparcel of the Lowe's development tract.

Development Final Inspections

- **Final Inspections**
 - o Fairfield Inn, ENGR-2017-00008, An approximate 6,985 sq ft building with 91 units located at 2450 N. Hwy. A1A.
- **Certificate of Completions Issued**
 - o Bojangles @ Pineda Commons Lot 4, ENGR2024-0023, This project is related to a 1.09 AC, related to parcel # 26-37-30-50-*-1.01. This lot is within the Pineda Commons development, preliminary plat reference # PLAT2023-0001 and Formal Site Plan Review - Project: Pineda Commons PR-000099-2023.
 - o Hospitality Hotel (Fair Field Inn), ENGR-2017-00008, Approximately a 6,985 s.f. building with associated infrastructure at 2450 N. Hwy. A1A at the NW corner of Provincial Dr. & North A1A. Submitted as Hospitality Hotel.
 - o The Landings – South Phase I, ENGR2024-0031, This project, located on Tower access Road includes the construction of two new hangar building (11,700 SF and 15,737 SF in size) and one support bathroom.

Capital Improvement Project Final Inspections

- None.

Miscellaneous

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

- **Total Applications Reviewed**
 - o Permits/Plans: 166
 - o Right-of-Way Permits Approved: 13.

Engineering Construction Plan Submittals

- Redtail Four Microbrewery, ENGR2026-0006, Design package is for the new construction of a Pizzeria and Microbrewery.
- GatorFin, ENGR2026-0007, The project consists of the site improvement to a 0.92 acre parcel consisting of construction of a new 7,500 SF single-story warehouse building with associated utility connections, stormwater improvements, parking, and driveway to be within the City's M1– light industrial zoning, and Industrial future land use designated area, consistent with surrounding properties.
- Harbour Logistics Center, ENGR2026-0009, Two, single-story warehouse/distribution centers.
- Melbourne ROWTP Expansion Project, ENGR2026-0010, The proposed project is the expansion of the existing City of Melbourne's Joe Mullins Reverse Osmosis Water Treatment Plant.
- Vista Phase 1 Pond Improvements, ENGR2026-0011, This project includes the excavation of existing ponds to replace existing soils and install an underdrain system to improve recovery of said ponds. Underdrain construction shall include 3 new outfall locations connected to the City of Melbourne's existing system within the ROW.
- Vista Parking Lot Expansion - Phase II, ENGR2026-0012, This project includes a +/- 2.23-acre expansion of an existing parking lot. A total of 224 parking stalls including 3 handicap accessible and 9 motorcycles shall be constructed. A new stormwater drainage network shall be constructed and implemented into the existing drainage network. Phase 2 shall account for a new increase of 3 existing parking stalls to be converted into 5 motorcycle stalls as well as the modification of an existing stormwater dry retention pond. Existing stormwater pond will be modified to accommodate proposed development.

New Construction

- 3960 S Babcock St Unit: Garage C Melbourne, FL 32901, Garage, Melbourne Thrill Park
- 3960 S Babcock St Unit: Garage A Melbourne, FL 32901, Garage, Melbourne Thrill Park
- 3960 S Babcock St Unit: Garage B Melbourne, FL 32901, Garage, Melbourne Thrill Park
- 3960 S Babcock St Unit: BLDG 7 Melbourne, FL 32901, Apartments, Melbourne Thrill Park
- 3960 S Babcock St Unit: BLDG 9 Melbourne, FL 32901, Apartments, Melbourne Thrill Park
- 3960 S Babcock St Unit: BLDG 8 Melbourne, FL 32901, Apartments, Melbourne Thrill Park

- 3960 S Babcock St Unit: BLDG 11 Melbourne, FL 32901, Apartments, Melbourne Thrill Park
- 3960 S Babcock St Unit: BLDG 10 Melbourne, FL 32901, Apartments, Melbourne Thrill Park
- 3960 S Babcock St Unit: BLDG 3 Melbourne, FL 32901, Apartments, Melbourne Thrill Park
- 3960 S Babcock St Unit: Clubhouse Melbourne, FL 32901, Clubhouse, Melbourne Thrill Park
- 3960 S Babcock St Unit: BLDG 1 Melbourne, FL 32901, Apartments, Melbourne Thrill Park
- 3960 S Babcock St Unit: BLDG 2 Melbourne, FL 32901, Apartments, Melbourne Thrill Park
- 3960 S Babcock St Unit: BLDG 5 Melbourne, FL 32901, Apartments, Melbourne Thrill Park
- 3960 S Babcock St Unit: BLDG 4 Melbourne, FL 32901, Apartments, Melbourne Thrill Park
- 3960 S Babcock St Unit: BLDG 6 Melbourne, FL 32901, Apartments, Melbourne Thrill Park
- 1300 S Babcock St Melbourne, FL 32901, Gas Station, Circle K
- 3950 N Wickham Rd Melbourne, FL 32935, Addition, Walmart
- 375 West Dr Melbourne, FL 32904, Warehouse, Gatorfin
- 1400 General Aviation Dr Melbourne, FL 32935, Aircraft Hanger, Rotor Nest
- 925 N Wickham Rd Melbourne, FL 32935, Car Wash, EL Car Wash

Certificates of Occupancy

- 5183 N Wickham Rd Unit 101 Melbourne FL 32935, Build Out, Foxtail Coffee
- 2450 N Highway A1A Melbourne FL 32903, Hotel, Fairfield Inn & Suites
- 1065 Gull Ln Melbourne FL 32901, Apartments, Midtown Melbourne
- 654 Atlantis Rd Melbourne FL 32904, Warehouse, Xtreme Aquatic Foods Inc.
- 817 Tower Access Rd BLDG A Melbourne FL , Aircraft Hanger, The Landing South
- 813 Tower Access RD BLDG B Melbourne FL, Aircraft Hanger, The Landing South
- 1055 Gull Ln Melbourne FL 32901 Melbourne FL. Apartments, Midtown Melbourne

Internet Statistics

- Users – 45,000
- Pageviews – 116,000

Parks and Recreation Rentals

Facility Name	Number of Rentals
Ballard Park Pavilions	10
Brothers Park	0
Crane Park Pavilion	1
Eau Gallie Square	5
Front Street Gazebo	0
Front Street Pavilions	0
Jimmy Moore Pavilion	0

Facility Name	Number of Rentals
Eddie Lee Taylor, Sr. Park Pavilion	1
Pineapple Park Gazebo	1
Riverview Park Pavilions	9
Sherwood Pavilion	0
Southwest Pavilion	1
Wells Park	0
Eau Gallie Civic Center	25
Crane Community Center	7
Front Street Civic Center	18
Joseph N. Davis Community Center	0
Eddie Lee Taylor, Sr. Community Center	7
Melbourne Auditorium	20
Wickham Park Community Center	30

Water & Sewer Connection Permits

Inside City	Water	Sewer
Residential	4	4
Commercial	1	0
Outside City	Water	Sewer
Residential	10	9
Commercial	1	1
Relinquish Capacity	0	
New Connections	16	

Police Services

Type of Service	Number
Calls for Service Answered	8762
Traffic Contacts	1844
Traffic Citations Issued	1228
Parking Citations Issued	4
General Arrests	184
Narcotics Incident Offense Reports	6
Narcotics Arrests	31

City Employment

New Hires	Separations
Full-time – 4	Full-time – 9
Part-time – 1	Part-time – 2

Code Compliance Services

Fire Prevention Inspections	636
Building Inspections	1365
Building Permits	469
Code Enforcement Inspections	80
Non-permitted Signage	425

Fire Services

Residential	3
Commercial	0
Other	20
Mutual Aid	10
Rescue	1122
Miscellaneous	326
Total Fire Services	1481

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

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Business Tax Receipts Issued

Business Name	Address	Application Date	Business Type	Business Location
True Life Church Of Melbourne, Inc.	3840 W Eau Gallie Blvd Unit: Ste 101 & 102 Melbourne, FL 32934	9/26/2023	Business Office	Commercial
Primal Property Maintenance Llc	2620 Aurora Rd Unit: F Melbourne, FL 32935	12/2/2025	Construction Service	Commercial
By The Numbers	981 E Eau Gallie Blvd Pmb 502 Indian Harbour Beach, FL 32937	12/16/2025	Tax Return Preparation Services	Private Mail Box / Storage Unit
Dance Mania All-Stars Llc	3865 W Eau Gallie Blvd Melbourne, FL 32934	1/2/2026	Dance Halls, Studios, Schools	Commercial
Cardio-Solz Asc, Llc	1305 S Apollo Blvd Melbourne, FL 32901	1/5/2026	Professional Firm, Office, Clinic	Commercial
Moia Law, PLLC	400 E Strawbridge Av Melbourne, FL 32901	1/9/2026	Attorney	Commercial
Mai's Homestays Llc	2027 Wallace Av Melbourne, FL 32935	1/12/2026	Business Services	Home Base Business
Sunset Slush Of Brevard Llc	999 Mobile Food - Citywide Melbourne, FL 32901	1/12/2026	Mobile Food Dispensing Vehicle	City Wide (Mobile Vending, Soliciting-Canvassing)
Optumserve Health Services, Inc.	109 Silver Palm Ave Unit: 105, 106, 107 Melbourne, FL 32901	1/12/2026	Consultants	Commercial

City Manager's Activity Report
February 2026

Pro Cabinets Of Central Florida Llc	3109 Skyway Cir Unit: 105 Melbourne, FL 32934	1/18/2026	Cabinet Maker Or Carpenter Shop	Commercial
Rebcarter Inc	923 E New Haven Av Melbourne, FL 32901	1/20/2026	Restaurants, Cafeterias	Commercial
Harris, Chad Lawrence	1350 S Hickory St Melbourne, FL 32901	1/21/2026	Physician	Commercial
Ellis, Tiffany Michelle	1350 S Hickory St Melbourne, FL 32901	1/21/2026	Physician	Commercial
Bentley, Steven Garold	1350 S Hickory St Melbourne, FL 32901	1/21/2026	Physician	Commercial
Rooted Zen Llc	299 N Babcock St Melbourne, FL 32935	1/22/2026	Restaurants, Cafeterias	Commercial
Dhruv, Nikhita	2200 W Eau Gallie Blvd Unit: 202b Melbourne, FL 32935	1/26/2026	Physician	Commercial
Desai, Rajesh Kantilal	2200 W Eau Gallie Blvd Unit: 202b Melbourne, FL 32935	1/26/2026	Physician	Commercial
Lawson Auto, Inc.	102 E New Haven Ave 129 Melbourne, FL 32901	1/27/2026	Automobile/Mobile General Repair	Private Mail Box / Storage Unit
Gelbabe Llc	1005 E Strawbridge Ave Unit: Ste 11 Melbourne, FL 32901	1/27/2026	Beauty Salon	Commercial
Smith, Madelyn L	2281 W Eau Gallie Blvd Melbourne, FL 32935	1/27/2026	Veterinarian	Commercial
Insurance World Of Eau Gallie	1865 N Wickham Rd Unit: #B Melbourne, FL 32935	1/27/2026	Insurance Agency	Commercial
Causeway Barber Style Shop	281 E Eau Gallie Blvd Melbourne, FL 32937	1/27/2026	Barbershops	Commercial
Elyse Delisle Art Llc	826 E New Haven Av Melbourne, FL 32901	1/28/2026	Printing, Engraving, Silk Screening	Commercial
Fi Performance Athletics Llc	2911 Dusa Dr Unit: F Melbourne, FL 32934	1/29/2026	Physical Fitness Facilities	Commercial
Carmen's Beauty & Skincare Llc	1365 Cypress Av Melbourne, FL 32935	1/30/2026	Professional	Commercial
Brevard Screen And Aluminum Solutions Llc	1017 Gainey Dr Melbourne, FL 32901	1/30/2026	Construction Service	Home Base Business
Mcnulty Customs Llc	1371 Albert Dr Melbourne, FL 32935	1/30/2026	Construction Service	Home Base Business
Digitouch Vending Llc	1700 W New Have Ave Unit: #71 Melbourne, FL 32901	1/30/2026	Coin-Operated Devices/Vending Machines Firm	Commercial
The Rohan Group Llc	1600 Sarno Rd Unit: 109 Melbourne, FL 32935	2/2/2026	Detective And/Or Security Services, Agencies	Commercial

City Manager's Activity Report
February 2026

Dassault Falcon Jet Corp	150 W University Blvd Unit: Ste 216 Melbourne, FL 32901	2/3/2026	Schools	Commercial
Squeaky Clean Pool Service Llc	1270 N Wickham Rd Pmb # 522 Unit: #16 Melbourne, FL 32935	2/5/2026	Swimming Pools,Repair And Maintenance	Private Mail Box / Storage Unit
Veteran's Fire Protection Llc	2632 Aurora Rd Unit: I Melbourne, FL 32935	2/9/2026	Merchants, Retail And Wholesale	Commercial
Kasold, Stefan	526 Palmetto Av Melbourne, FL 32901	2/10/2026	Business Services	Home Base Business
Mayes, James A	1370 Sarno Rd Unit: E Melbourne, FL 32935	2/10/2026	Contractor: General	Commercial
Paternoster, Glenn	580 W Cadillac Cir Melbourne, FL 32935	2/12/2026	Contractor: Electrical	Home Base Business
Gadodia, Gopal	1305 S Apollo Blvd Melbourne, FL 32901	2/12/2026	Physician	Commercial
Patel, Rakesh N	1305 S Apollo Blvd Melbourne, FL 32901	2/12/2026	Physician	Commercial
Providence Connects, Inc.	17 E Hibiscus Blvd Melbourne, FL 32901	2/16/2026	Business Office	Commercial
Ciaudelli, Llc	404 E New Haven Ave Melbourne, FL 32901	2/17/2026	Business Office	Commercial
Villalpando, Sarah E	1270 N Wickham Rd Unit: Ste 49 Melbourne, FL 32935	2/17/2026	Health Practitioner	Commercial
Clayton, Madelyn	1900 S Harbor City Blvd Unit: 100 Melbourne, FL 32901	2/17/2026	Real Estate Broker	Commercial
Ellefson, Sara N	5565 N Wickham Rd Melbourne, FL 32940	2/19/2026	Health Practitioner	Commercial
Christian Bloc Llc	2412 Irwin St Unit: Ste 405 Melbourne, FL 32901	2/19/2026	Direct Selling Establishments	Commercial
Vietri Construction & Engineering, Corp	129 W Hibiscus Blvd Unit: L Melbourne, FL 32901	2/20/2026	Professional Firm, Office, Clinic	Commercial
Davis, Haley	730 E Strawbridge Ave Unit: Ste 200 Melbourne, FL 32901	2/24/2026	Attorney	Commercial
Ryan H. Hedgecock, Cpa, Pa	2103 Grant Pl Melbourne, FL 32901	2/25/2026	Professional Firm, Office, Clinic	Commercial
Lee, Matthew Pa	1270 N Wickham Rd Melbourne, FL 32935	2/27/2026	Physician	Commercial



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

Department:	Financial Services
Presenter:	Ross McGinn
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	A.7.1.

Subject:

Presentation of the 2025 Annual Comprehensive Financial Report and the two Community Redevelopment Agency's Financial Reports by Carr, Riggs & Ingram (CRI)

Background/Consideration:

The Annual Comprehensive Financial Report and the two Community Redevelopment Agency's Financial Reports for the year ended September 30, 2025 was distributed to the City Council on March 19, 2026. Ms. Christine Noll-Rhan, Partner with CRI will be presenting a review of the report and will be available for any questions in reference to the report, including the Independent Auditors' Report prepared by CRI.

City of Melbourne



Financial Services Department

900 E. Strawbridge Avenue • Melbourne, FL 32901 • (321) 608-7010 • Fax (321) 608-7048

March 16, 2026

Honorable Mayor and City Council and Concerned Citizens
City of Melbourne, Florida

We are submitting the Annual Comprehensive Financial Report of the City of Melbourne, Florida (the "City") for the fiscal year ended September 30, 2025, as prepared by the City's Financial Services department. The report fulfills the requirements set forth in the City Charter, Section 3.20, Florida Statutes, Chapter 166.241; Chapter 218.39 and the Rules of the Auditor General, Chapter 10.550; and Rule 15c2-12 promulgated by the Securities and Exchange Commission.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with generally accepted accounting principles (GAAP). The cost of internal controls should not outweigh their benefits, therefore, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City's financial statements have been audited by the City's independent Certified Public Accountants, Carr, Riggs & Ingram, LLC. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City, for the year ended September 30, 2025, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2025, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City was part of a broader, federally and state mandated "Single Audit" designed to meet the special needs of federal and state grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal and state awards. The independent auditor's reports on internal controls and compliance issued in connection with the Federal and State Single Audits are included in the Single Audit Section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The City is located on the central east coast of Florida in Brevard County. The City currently occupies a land area of 51.59 square miles and serves a population of 88,499. The City is empowered to levy a property tax on both real and personal property located within its boundaries. It is also empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the governing council.

The City has operated under the Council–City Manager form of government since January 12, 1926. This is the date the voters in the old City of Melbourne approved the referendum called for in the special act adopted by the legislature in December 1925. When the former City of Eau Gallie and the old City of Melbourne merged in 1969, the Council–City Manager form of government continued. Policy–making and legislative authority are vested in the city council, which consists of a mayor and six council members. The City Council is responsible for passing ordinances, adopting and amending the budget, appointing committee members, and hiring the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

The City Council is elected on a non-partisan basis. Council members serve four-year staggered terms with three council members elected during an even year and mayor and three council members elected during the next even year. The six council members represent districts and must reside in their respective districts; however, they are elected at large. The mayor may reside anywhere within the city and is elected at large.

The City provides a full range of services including general government administration; police and fire protection; public works; water and sewer service; a stormwater utility; recreational activities, including two golf courses; and an airport. This report includes all of the City's funds. In evaluating the City as a reporting entity, we have included all component units for which the City Council is financially accountable.

With the exception of the Melbourne Orlando International Airport (the "Airport"), the component units have been blended with the financial statements presented for the Primary Government because the component unit's governing body is the same as the City Council or because the component unit exclusively serves the City. The blended component units are the Downtown Community Redevelopment Agency, the Olde Eau Gallie Riverfront Community Redevelopment Agency, the Firefighters' Retirement System, the Melbourne Police Officers' Retirement System, and the General Employees' and Special Risk Class Employees' Pension Plan. Additional information on the City's component units can be found in Note (1)A in the notes to the financial statements. The Airport is presented in the financial statements as a discretely presented component unit to emphasize that it is legally separate from the City. Financial statements for the Melbourne Orlando International Airport may be obtained from the Executive Director, Melbourne Orlando International Airport, One Air Terminal Parkway, Suite 220, Melbourne, FL 32901.

The annual budget serves as the foundation for the City of Melbourne's financial planning and control. The City Council is required to adopt a final budget no later than September 30 preceding the beginning of the fiscal year on October 1. The appropriated budget is prepared by fund (e.g., General), function (e.g., Public Safety), and department (e.g., Police). The City Manager may make transfers of appropriations within a fund as long as the total budget of the fund is not increased. City Council action is required for the approval of a supplemental budget.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City operates.

Local Economy The City of Melbourne's current fiscal condition remains stable, despite slowing economic growth and a tight labor market that continue to challenge local governments and businesses nationwide. The City continues to be proactive in managing expenditures, avoiding the use of cash reserves for ongoing operational needs, and by evaluating ways to achieve long-term cost savings. The City also continues to pursue grants to fund special projects and equipment and was awarded several million dollars in grant funding in 2025.

The City of Melbourne issued 7,397 permits for projects valued at more than \$524 million in 2025. A variety of office/commercial, hotel, and residential projects were completed or were underway by the end of 2025, including Dassault Falcon Jet, Madison Midtown Apartments, Pineda Commons, The Preserve at Melbourne/Avocet Apartments, Pineapple Cove Daycare, Sherwin Williams, Kendall Pointe Townhome Subdivision, Fairfield Inn Hotel and Brevard Health Alliance.

The overall number of permits issued in 2025 was lower than the number issued in 2024 by 9%. New commercial permits increased 176% with a 106% increase in value from 2024. New residential permits

were down 21% with a 41% decrease in value. The population increased 0.7% in fiscal year 2025, and the local unemployment rate increased from a rate of 3.7% to 4.5% at the end of fiscal year 2025.

Long-Term Financial Planning On April 25, 2023, City Council adopted Resolution No. 4166, which updated the City's Fund Balance, Reserves, and Utility Rate of Return policy.

The updated policy establishes two reserves for the General Fund: an operating reserve target equal to 25% of the operating budget, and a reserve target for other postemployment benefits (OPEB) at 75% of the OPEB liability for the City's Governmental Activities. Thereafter, any unassigned fund balance in excess of the two target reserve minimums shall be identified by the City Manager as available to fund one-time, non-recurring costs, including, but not limited to: the funding of capital replacement programs, general maintenance of capital assets, and the reduction or avoidance of debt. As of September 30, 2025, the City had met the operating reserve requirement. For 2025, additional supplemental funding due to the closure of Crane Creek Golf Course was appropriated from reserves for \$940,000. Resolution No. 4347, approved by City Council on September 25, 2024, appropriated additional excess reserves for the replacement of Fire Station #72 in the amount of \$8,200,000, the purchase of firefighter life-saving equipment for \$2,050,000, and for funding City Hall renovations of \$1,500,000.

The Water and Sewer System fund's updated reserve policy requires an operating reserve target equal to 25% of the system's operating revenues. Thereafter, excess funds shall be deposited to a capital construction reserve used to meet future capital needs or mitigate the use of debt. As of September 30, 2025, the Water and Sewer System's operating reserve was \$19,725,125 and the capital construction reserve available was \$24,374,323.

During fiscal year 2025, \$4,331,637 was transferred from the Water and Sewer Fund to the General Fund, representing 6.5% of water, sewer, and reclaimed water sales, as defined in the updated policy.

Major Initiatives This year the Melbourne Police Department began training new officers using a virtual reality system. The system allows trainees to experience a wide range of real-world scenarios in which they can practice de-escalation skills and respond to various threats and critical incidents – all within a single room of the police station. The training helps them practice use of both tasers and handguns in lethal and non-lethal engagements.

A project to construct a new water distribution booster pump station in Indian Harbour Beach was completed this summer. It features variable speed motors that power three pumps to maintain a constant rate of water pressure in the distribution system at all times – even when there is a sudden surge in demand due to a water main break or a large fire that has to be put out. The new station is also much more energy-efficient than the 40-year-old station it replaced. Since completion, electricity usage has been reduced by as much as 25%. Once the old pump station and equipment were demolished and removed, the City's contractor installed new sod, planted new trees, added a stormwater drainage system, and installed new sidewalks and fencing to improve the appearance of the site.

In 2025, 12.5 centerline miles of roads were resurfaced following the City's Pavement Management Plan.

A failing culvert underneath Bignonia Street was removed and replaced, and the roadway was re-constructed. The culvert provides a drainage conveyance for a substantial portion of Downtown Melbourne. American Rescue Plan Act funding helped pay for this project.

A project to replace two failing 36-inch metal stormwater pipes under Nicklaus Drive with a single 84" reinforced concrete pipe was also completed. The old pipes were falling apart and had been filling up with debris. The new concrete pipe will not corrode and will improve drainage in the neighborhood.

In October, the Melbourne Fire Department placed its first-ever heavy rescue truck into service. This new specialized apparatus carries a variety of tools and trained personnel needed to respond to building collapses, accidents involving large vehicles like buses or semi-trucks, and to perform confined space rescues and trench rescues. Responding to these types of incidents requires both specialized equipment and specialized training called "technical rescue."

Earlier in 2025, a new fire engine was placed into service at Station 71 (located on Eau Gallie Boulevard near the railroad tracks). This new engine can carry all the equipment and personnel needed to provide help in a wide variety of emergency situations.

In 2025, the City completed major pedestrian safety improvements in the areas surrounding Stone Magnet Middle School. The improvements added 1.2 miles of new sidewalk segments along key corridors heavily used by students and neighborhood residents, specifically along Lipscomb Street, Monroe Street, and University Boulevard. The project included several traffic-calming features designed to enhance safety for pedestrians and encourage safer driving. Rectangular Rapid Flashing Beacons and traffic cushions were installed on Monroe and Lipscomb Streets to slow vehicles as they approach newly upgraded midblock crosswalks. The project was funded with federal dollars through the Florida Department of Transportation's Safe Routes to School program, which supports initiatives that encourage children to bike or walk to school by improving the safety and accessibility of the school routes.

New solar walkway lighting was installed at Brothers Park, Tim Wakefield Sports Complex, and Eddie Lee Taylor, Sr. Community Complex. Lights were added between the parking lot and the playground at Brothers Park in response to community requests. Lights were also added along the walkway from parking lots to concession buildings at Tim Wakefield and Eddie Lee Taylor, Sr. complexes to provide lights for ball teams and to make the environment safer for league players when they leave at night.

New restroom facilities were constructed at Front Street Park and Ballard Park using funding from the American Rescue Plan Act. The new restrooms are well-lit with bright exterior and interior lighting. Both buildings have electric hand dryers and new water fountains on the outside.

\$26 million in improvements to the water production facilities are underway. These will enhance and refurbish the ACTIFLO process, filtration system, and disinfection system. Improvements will allow the continuation of water production operations in compliance with all regulatory requirements and the maintenance of the level of service currently provided.

Installation of an \$18.3 million deep injection well for the disposal of concentrate at the Reverse Osmosis Water Treatment Plant will improve water quality and reduce demand on the Surface Water Treatment Facility.

Improvements at the Grant Street Water Reclamation Facility of \$34.9 million have started and include rehabilitating and upgrading many of the systems, some of which include grit handling, influent station, headworks, mechanical aerator systems, and biological nutrient removal treatment train to accommodate both the increasing flow demands and State and Federal regulations.

The Biosolids process system at both water reclamation facilities is being updated for \$31.5 million to improve reliability and meet current standards of the biosolid processes. The updates include rehabilitation of the dewatering systems, converting sledge hold tanks to aerobic digestion stabilization systems, updating the electrical control systems, piping, and demolition of the current system equipment.

The Melbourne Orlando International Airport has an updated terminal facility that provides the needed infrastructure to accommodate scheduled service from three domestic carriers and one international carrier along with other carriers who operate non-scheduled or charter service. These carriers provide nonstop service to ten destinations, both domestic and international, accommodating over 663,000 passengers per year. The Airport has three runways, the longest being 10,181 feet. The 246,000 square foot terminal includes nine gates and a 40,000 square foot fully outfitted customs facility. The Airport has been successful in attracting new aerospace tenants as well as accommodating expansion plans for existing tenants.

Relevant Financial Policies The City of Melbourne has adopted a comprehensive set of financial policies, including a policy that requires the adoption of a balanced annual operating budget (i.e., estimated revenues equal to or in excess of appropriations). The original budget estimated revenues of \$112,161,347, while estimated appropriations were \$113,101,347. As a result, \$940,000 of fund balance was expected to be used this fiscal year. By fiscal year end, City Council voted to appropriate excess fund balance of \$22,781,642 to fund one-time capital appropriations as required by the City's fund balance retention policy. These included design and construction of a new three-bay fire station, additional firefighting equipment, and City Hall expansion improvements. The City of Melbourne's General Fund ultimately experienced a \$20,979,893 loss for the year on a budgetary basis, as a result of the use of fund balance reserves.

Awards and Acknowledgments

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Melbourne for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2024. In order to be awarded a Certificate of Achievement, the government must publish an easily readable and efficiently organized ACFR. This report must satisfy both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. The City of Melbourne has received a Certificate of Achievement for 42 years. We believe that our current ACFR continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of the Annual Comprehensive Financial Report was made possible by the dedicated service of the entire Financial Services staff under the direction of Keely Carroll, Assistant Finance Director. Sincere appreciation is expressed to Ms. Carroll and our accountants, who made significant contributions to this report. Appreciation is also expressed to the Mayor and Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Melbourne's finances.

Respectfully submitted,



Ross McGinn
Director of Finance



Jenni Lamb
City Manager



Melbourne City Council
March 24, 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.8.

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 second 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.

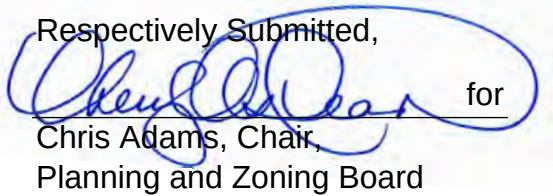
6. The applicant shall demonstrate, prior to construction plan approval, the financial and technical capacity to complete any improvements and the mitigation necessitated by the development as proposed, and has made adequate legal provision to guarantee the provision of such improvements and mitigation.
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

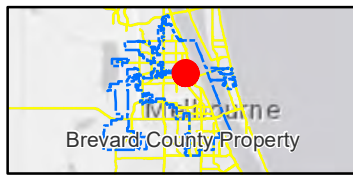
- a. Changes to the Site Plan will require re-evaluation by the City Engineering Department and Community Development Department.
Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff and the Planning and Zoning Board, 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 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.
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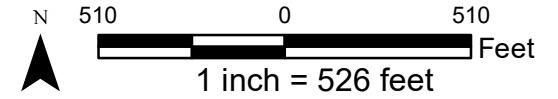
Respectfully Submitted,



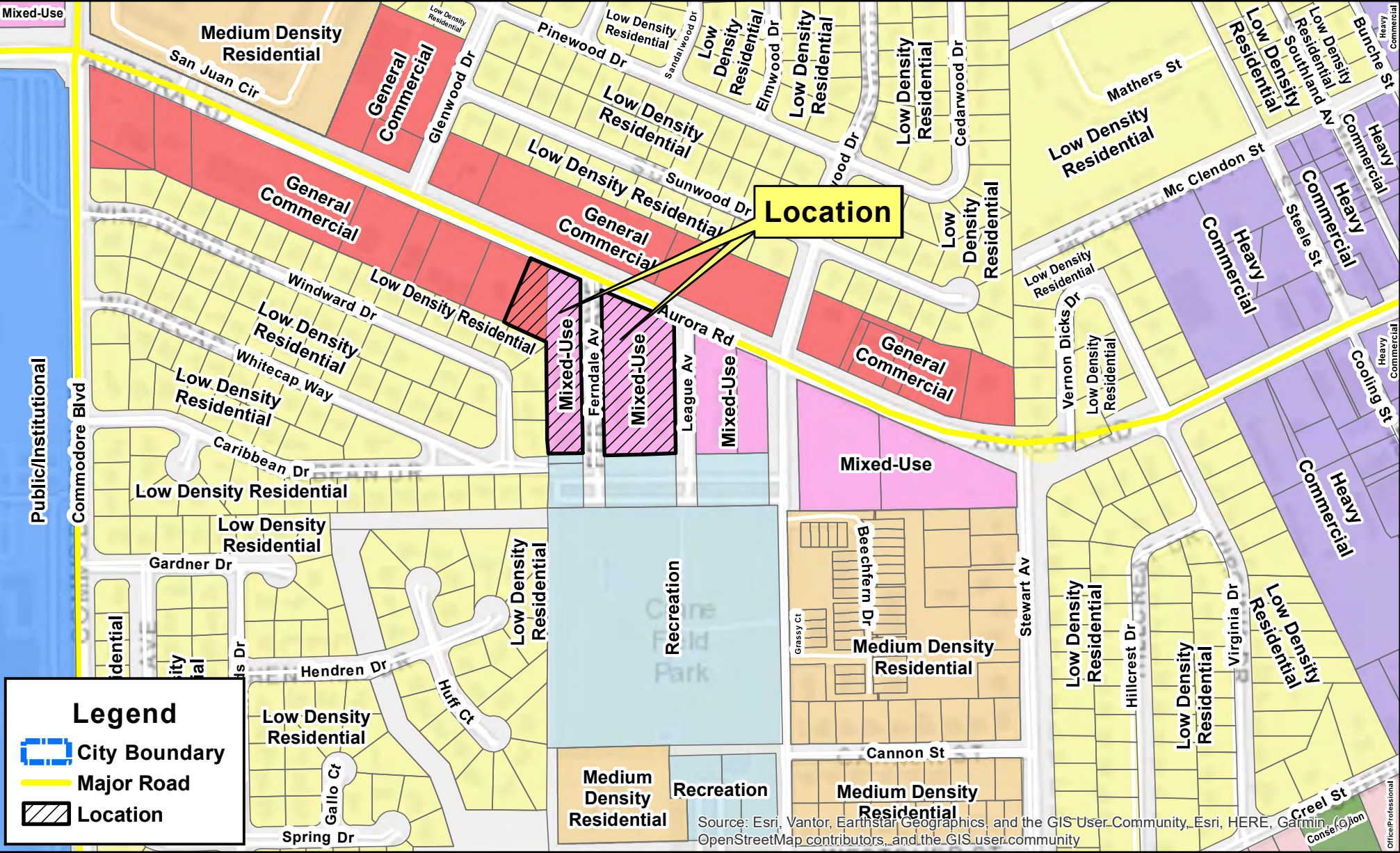
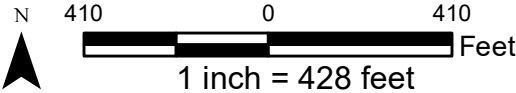
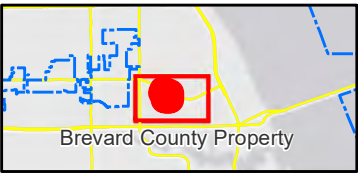
for
Chris Adams, Chair,
Planning and Zoning Board



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



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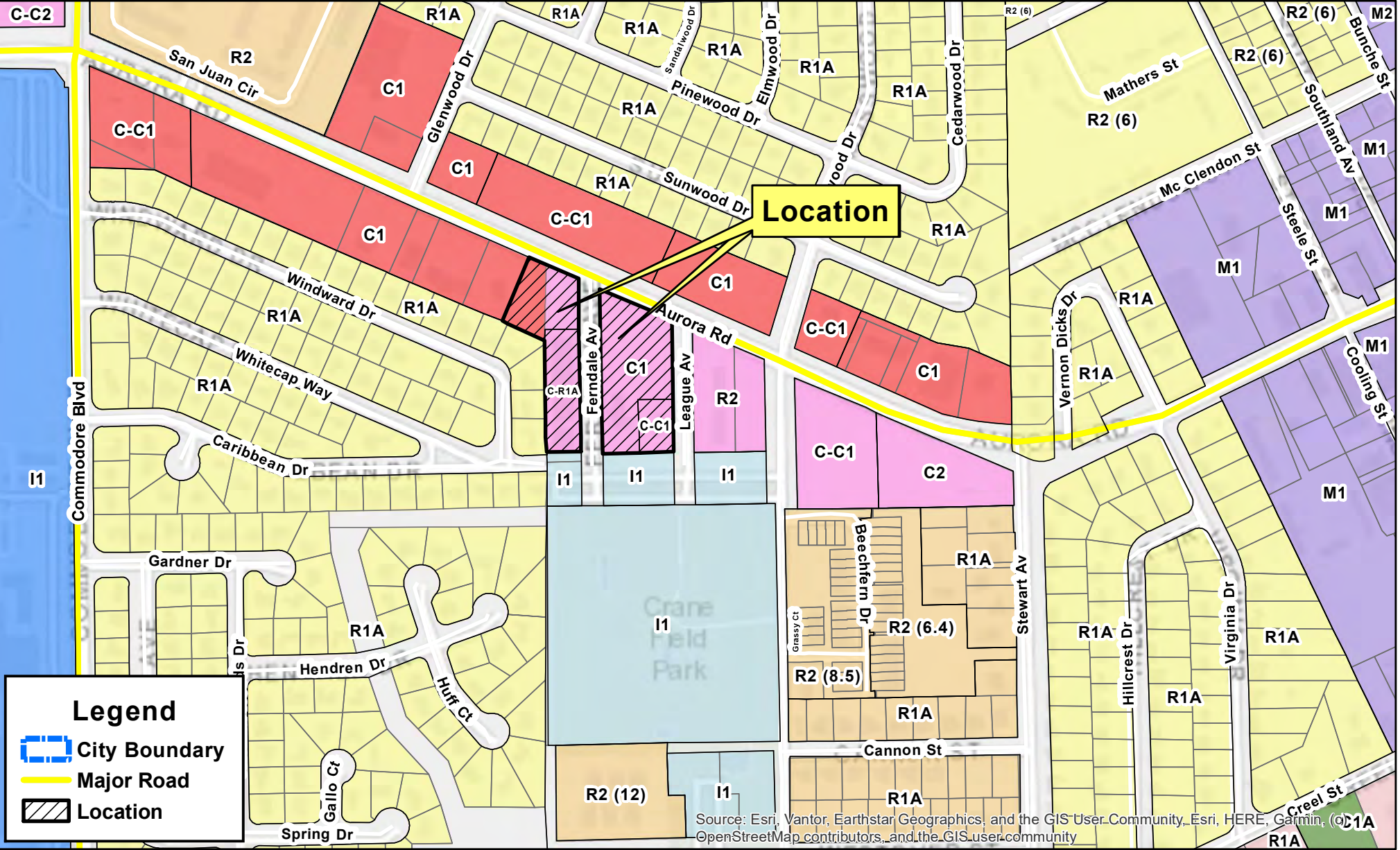
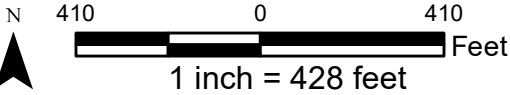
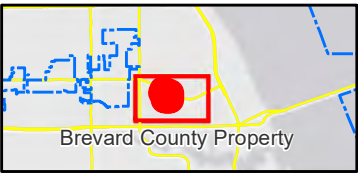
Legend

City Boundary

Major Road

Location

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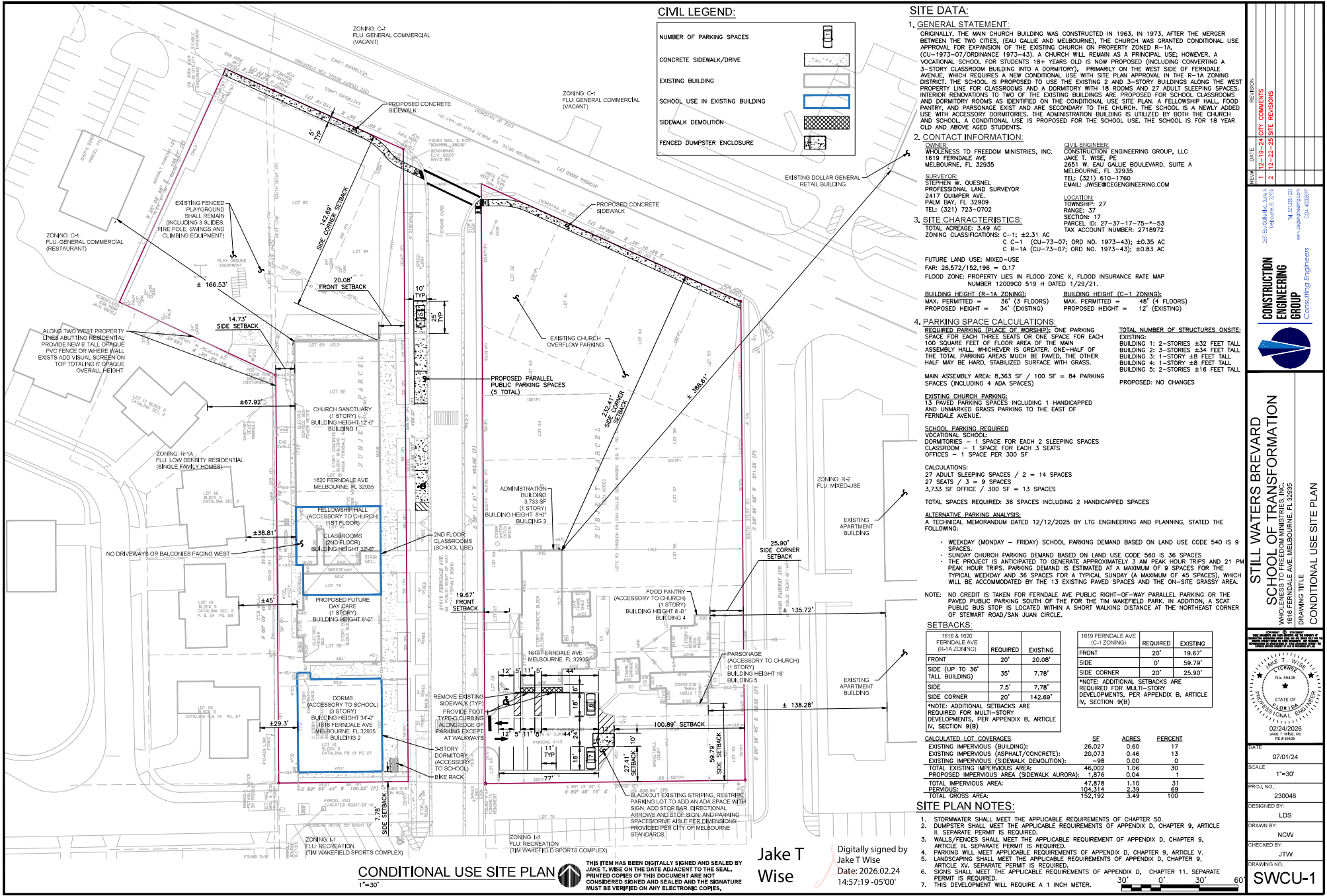
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Title: WHOLENESS TO FREEDOM
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 1/29/2026 9:11:42 AM
Document Name: Wholeness to Freedom Z Map

Document Location: \\ad.mlbf.org\Shares\mlbf_groups\COMMUNITY_DEVELOPMENT\PD\IP&ZBOARD2025\Maps\MXD\Wholeness to Freedom Z Map.mxd

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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. B. 8.



CIVIL LEGEND:

NUMBER OF PARKING SPACES	
CONCRETE SIDEWALK/DRIVE	
EXISTING BUILDING	
SCHOOL USE IN EXISTING BUILDING	
SIDEWALK DEMOLITION	
FENCED DUMPSTER ENCLOSURE	

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 EXIST AND ARE 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
- SURVEYOR: STEPHEN W. QUESNEL
PROFESSIONAL LAND SURVEYOR
2417 DUMPER AVE
PALM BAY, FL 32909
TEL: (321) 723-0702
- ENGINEER: CUL ENGINEER
CONSTRUCTION ENGINEERING GROUP, LLC
JAKE T. WISE, PE
2651 W. EAU GALIEE BOULEVARD, SUITE A
MELBOURNE, FL 32935
TEL: (321) 610-1760
EMAIL: JWIS@CEENGINEERING.COM
3. SITE CHARACTERISTICS:
- TOTAL ACRES: 3.49 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 12009C0 519 H DATED 1/29/21.
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 HARD, STABILIZED SURFACE WITH GRASS.
- MAIN ASSEMBLY AREA: 8,363 SF / 100 SF = 84 PARKING SPACES (INCLUDING 4 ADA SPACES)
- EXISTING CHURCH PARKING: 13 PAVED PARKING SPACES INCLUDING 1 HANDICAPPED AND UNMARKED GRASS PARKING TO THE EAST OF FERNDALE AVENUE.
- SCHOOL PARKING REQUIRED: VOCATIONAL SCHOOL DORMITORIES - 1 SPACE FOR EACH 2 SLEEPING SPACES CLASSROOM - 1 SPACE PER EACH 3 SEATS OFFICES - 1 SPACE PER 300 SF
- CALCULATIONS:
27 ADULT SLEEPING SPACES / 2 = 14 SPACES
27 SEATS / 3 = 9 SPACES
3,743 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 560 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 PARKING. IN ADDITION, A SCAT PUBLIC BUS STOP IS LOCATED WITHIN A SHORT WALKING DISTANCE AT THE NORTHEAST CORNER OF STEWART ROAD/SAN JUAN CORNER.
- SETBACKS:
- | 1616 & 1620 FERNDALE AVE (C-1 ZONING) | | | 1619 FERNDALE AVE (C-1 ZONING) | | |
|---------------------------------------|-----|--------|--------------------------------|--|--|
| FRONT | 20' | 19.67' | | | |
| SIDE | 0' | 59.79' | | | |
| SIDE CORNER | 20' | 25.90' | | | |
- NOTE: ADDITIONAL SETBACKS ARE REQUIRED FOR MULTI-STORY DEVELOPMENTS, PER APPENDIX B, ARTICLE IV, SECTION 9(B).
- CALCULATED LOT COVERAGE:
- | | 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 AURORA) | 1,876 | 0.04 | 1 |
| TOTAL IMPERVIOUS AREA | 47,878 | 1.10 | 31 |
| PERVIOUS | 104,314 | 2.39 | 69 |
| TOTAL GROSS AREA | 152,192 | 3.49 | 100 |
5. 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 XI. 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'

REVISIONS

NO.	DATE	DESCRIPTION
1	12-19-24	CITY REVISIONS
2	12-22-24	CITY REVISIONS

2025 Civil Engineer, Jake T. Wise
1619 FERNDALE AVE, SUITE A
MELBOURNE, FL 32935
TEL: 321.323.1202
WWW.CEENGINEERING.COM
CA: 00000079

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.: SWC-1



**TSARK
ARCHITECTURE**

Tsark Architecture, LLC
1990 W. New Haven Ave., Suite 306
Melbourne, Florida 32904
t 321.241.6378
License Number: AS20003779

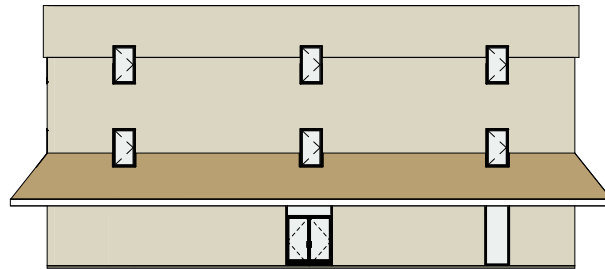
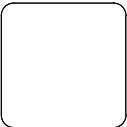
Still Waters Brevard Dormitory Project
1619 Fernside Avenue
Melbourne, Florida 32935
Project No.: 21256

Description	Date

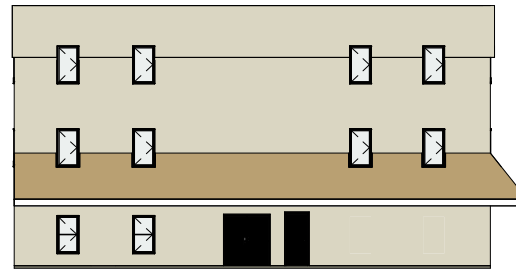
BUILDING ELEVATIONS

DATE	1/18/22
DRAWN BY	CW
REVISION	
SCALE	1/8" = 1'-0"

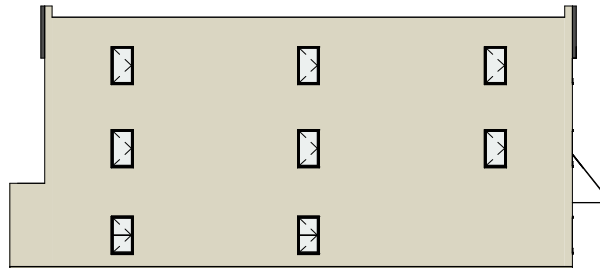
A401



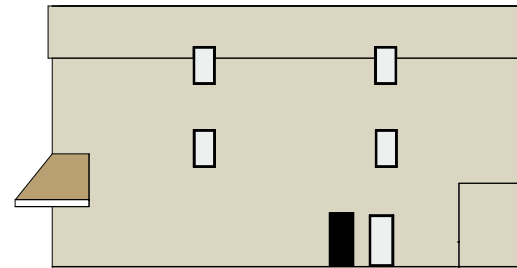
EAST ELEVATION
1/8" = 1'-0"



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



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



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

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

Department:	Community Development
Presenter:	Cynthia Dittmer
Council District:	N/A
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	B.9.

Subject:

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

Background/Consideration:

This is the second 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 10th day of March, 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	<u>750,000</u>		
Stormwater Master Plan Update	Stormwater Utility Prior Year Surplus	500,000	<u>500,000</u>	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	<u>1,250,000</u>		
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	<u>200,000</u>	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	<u>750,000</u>	<u>750,000</u>
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	<u>150,000</u>		
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	<u>750,000</u>	<u>750,000</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
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>			
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 50%/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>	50,000	<u>50,000</u>	50,000
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	<u>450,000</u> <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
<u>SR 518 (Eau Gallie Blvd.) from SR 513 to SR A1A – safety project</u>	<u>FDOT</u>	<u>2,669,652</u>	<u>627,300</u>		<u>2,042,352</u>		
<u>SR 507 resurfacing from north of Palm Bay Rd. to Melbourne Ave.</u>	<u>FDOT</u>	<u>7,033,644</u>		<u>7,033,644</u>			
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	1,600,000
	Airport Authority				1,500,000	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 <u>200,000</u>	50,000 <u>100,000</u>	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 <u>280,000</u>	75,000 <u>280,000</u>	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	650,000 350,000	300,000	350,000			350,000
Recreation & Open Space Element							
Front Street Civic Center north parking lot repaving	General Fund	275,000 300,000			300,000	275,000	
Public restrooms in the downtown area	Downtown CRA	310,000 315,000	5,000		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	250,000 400,000	400,000	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
Florida Avenue) for 5-12 year olds	<u>Recreation Impact Fees</u>						
Crane Creek Golf Course cart paths	General Fund PY Surplus Recreation <u>Impact Fees</u>	435,000 500,000	20,000 160,000	160,000 85,000	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 Recreation <u>Impact Fees</u>	240,000 300,000	10,000 60,000	60,000	60,000	60,000	50,000
Eddie L. Taylor Park ballfield fencing and backstop replacement	General Fund	70,000 125,000		125,000	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	120,000 116,500			120,000 116,500		
Carol Glanton Park playgrounds replacement and sun shade structure (Main St.)	CDBG	80,000 165,000			80,000 165,000		
Ruffner Park playgrounds new	Recreation Impact Fees	75,000		75,000			
Eau Gallie Cemetery roadways repaving	General Fund	50,000 100,000				50,000 25,000	75,000
Ruffner Park fencing replacement	General Fund/CDBG	140,000		140,000			
Carver ballfield fencing replacement	General Fund	60,000 45,000			60,000	45,000	
McGrath and Crane ballfield fencing replacement-Stewart Rd.	General Fund	260,000 100,000			100,000	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
Holmes Park Plaza Public Space	Downtown CRA/Stormwater Utility/Estimated Fund Balance	<u>2,871,189</u>	<u>521,189</u>	<u>400,000</u>	<u>1,400,000</u>	<u>550,000</u>	
Carver Park football field lighting	CDBG	<u>31,000</u>	<u>31,000</u>				
Riverview and Brothers Parks – Sun Shades	CDBG	<u>140,000</u>	<u>140,000</u>				
Harbor City Golf Course driving range mats	Recreation Impact Fees	<u>75,000</u>	<u>75,000</u>				
Crane Creek Golf Course bridge replacement	General Fund	<u>250,000</u>		<u>250,000</u>			
Crane Creek Golf Course barn expansion	General Fund	<u>125,000</u>		<u>125,000</u>			
Jimmy Moore Park pickleball court replacement	General Fund	<u>200,000</u>		<u>200,000</u>			
Fee Avenue Park tennis court expansion	FRDAP Grant/General Fund	<u>265,000</u>		<u>40,000</u>	<u>225,000</u>		
Pineapple Pier decking replacement	FRDAP Grant/General Fund	<u>180,000</u>		<u>180,000</u>			
Jimmy Moore Park restroom building replacement	Recreation Impact Fees	<u>250,000</u>		<u>250,000</u>			
Crane Park Multipurpose Field fencing replacement (Stewart Road)	General Fund	<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
<u>Fee Avenue Park tennis fencing replacement</u>	<u>General Fund</u>	<u>90,000</u>			<u>25,000</u>	<u>30,000</u>	<u>35,000</u>
<u>Sherwood Park ballfield fencing replacement (Post Road)</u>	<u>General Fund</u>	<u>40,000</u>				<u>40,000</u>	
<u>Fee Avenue Park fencing replacement</u>	<u>General Fund</u>	<u>65,000</u>			<u>65,000</u>		
<u>Southwest Park ballfield fencing replacement (W. Florida Avenue)</u>	<u>General Fund</u>	<u>120,000</u>					<u>120,000</u>
<u>Crane Park ballfield fencing replacement (Stewart Road)</u>	<u>General Fund</u>	<u>120,000</u>					<u>120,000</u>
<u>Eddie Lee Taylor Sr. football field fencing replacement</u>	<u>General Fund</u>	<u>50,000</u>					<u>50,000</u>
<u>Front Street docks replacement</u>	<u>FIND Grant/Legislative Appropriation/General Fund</u>	<u>1,854,000</u>	<u>927,000</u>	<u>927,000</u>			
Potable Water Sub-Element							
Replacement of 2", 4", & 6" water lines for improved flow and fire protection	Utility Fees	4,000,000 <u>5,000,000</u>	<u>1,000,000</u>	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 <u>9,700,000</u>	900,000 <u>250,000</u>	9,450,000			
Reverse Osmosis (RO) concentrate pipeline improvements expansion	Utility Fees <u>Long Term Debt</u>	500,000 <u>4,400,000</u>	<u>400,000</u>	<u>4,000,000</u>			500,000
Inspect large diameter transmission water lines	Utility Fees	210,000 <u>300,000</u>	<u>100,000</u>	100,000	<u>100,000</u>	<u>110,000</u>	<u>100,000</u>
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			<u>1,000,000</u>	2,000,000 1,000,000	<u>1,000,000</u>
Construct wells numbers 7, 8, and 9	Long Term Debt	12,000,000 16,000,000		4,000,000 600,000	<u>4,000,000 9,800,000</u>	<u>4,000,000</u>	<u>6,200,000</u>
Construct wells numbers 7, 8, and 9 (below grade)	Long Term Debt	3,600,000	<u>3,600,000</u>				
24" water main west of I-95 from Eau Gallie Blvd south to the Ellis Rd/I-95 interchange	Long Term Debt	<u>4,400,000</u>			<u>400,000</u>	4,000,000 400,000	<u>4,000,000</u>
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		<u>400,000</u>	4,000,000 0 7,500,000	<u>4,400,000</u>	<u>4,400,000</u>
Construct expansion to the Reverse Osmosis water treatment plant (ROWTP) expansion	Long Term Debt	85,000,000		85,000,000 0			
Renew permit for the Reverse Osmosis potable water by product discharge	Utility Fees	200,000	<u>200,000</u>				
Update Consumptive Use (CUP) Permit	Utility Fees	<u>350,000</u>			<u>350,000</u>	<u>350,000</u>	
Pine Lakes Mobile Home Park water main replacement and upsizing existing water lines	Construction Reserves	2,250,000	<u>2,250,000</u>				
DeSoto Parkway 12" water main replacement from South Patrick to Verbenia Ct.	Construction Reserves	700,000	<u>700,000</u>				
Water main replacement - New Haven Avenue	Utility Fees Long Term Debt	<u>1,000,000</u>		<u>1,000,000</u>			
Well #1 & #2 replacement pumps, generator and	Long Term Debt	500,000 5,500,000		<u>500,000</u>		<u>500,000</u>	<u>5,000,000</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
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 (<u>Sarno Road</u>)	Utility Fees <u>Long Term Debt</u>	4,400,000 <u>8,500,000</u>	400,000 <u>2,500,000</u>	4,000,000	<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>	1,000,000	1,000,000	1,000,000	1,000,000
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	1,200,000					1,200,000
Rehabilitate sanitary sewer laterals throughout the collection system	Utility Fees	2,500,000	500,000	500,000	500,000	500,000	500,000
Rehabilitate lift station #27 (Hidden Harbor Dr.)	Utility Fees	1,100,000		1,100,000			

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
Replace cast iron force main at lift station #26 (Pineapple Avenue)	Utility Fees Long Term Debt	1,300,000		1,300,000			
Replace asbestos cement force main at lift station #12	Utility Fees Long Term Debt	1,000,000		1,000,000			
Replace cast iron force main at lift station #21	Utility Fees Long Term Debt	1,010,000 900,000	110,000	900,000			
Rehabilitate lift station #36 (1062 Sarno Road)	Utility Fees Long Term Debt	1,310,000		210,000	1,100,000 210,000	1,100,000	
Rehabilitate lift station #56 (1233 Sarno Road)	Utility Fees	1,290,000			215,000	1,075,000 215,000	1,075,000
Replace iron force main at lift station #37 (Babcock) north of RR tracks to manhole #5220	Utility Fees	610,000	110,000	110,000	500,000	500,000	
Replace asbestos cement force main at lift station #3 Thomas Barbour Ln.)	Utility Fees	250,000	50,000	50,000 200,000	200,000		
Replace 9,000' of cast iron force main at lift station #29 (Aurora/Marywood)	Utility Fees Long Term Debt	2,500,000		200,000	200,000 2,300,000	2,300,000	
Replace inverted siphon elimination at Crane Creek	Long Term Debt	4,000,000	4,000,000	4,000,000			
New force main from lift station #23 to new Croton western force main (Eau Gallie River)	Utility Fees Long Term Debt	4,400,000		400,000	4,000,000	400,000	4,000,000
Upsize new force main on Eau Gallie from 8" to 12"	Utility Fees Long Term Debt	1,700,000	1,700,000	1,700,000			
Rehabilitate various force mains – locations to be determined	Utility Fees	1,000,000					1,000,000
Inflow and Infiltration Study (Annual)	Utility Fees	2,500,000	500,000	500,000	500,000	500,000	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
<u>Replace cast iron force main at lift station #14 (Elm St. north of Parkway Dr.)</u>	<u>Long Term Debt</u>	<u>2,200,000</u>		<u>200,000</u>		<u>2,000,000</u>	
<u>Rehabilitate lift station #55 (2900 Stewart Road)</u>	<u>Long Term Debt</u>	<u>1,100,000</u>	<u>1,100,000</u>				
<u>Rehabilitate lift station #23 (Mosswood Drive)</u>	<u>Long Term Debt</u>	<u>3,000,000</u>	<u>500,000</u>	<u>2,500,000</u>			
<u>Rehabilitate lift station #44 (4490 West New Haven Avenue – US 192 and I-95)</u>	<u>Long Term Debt</u>	<u>3,500,000</u>				<u>500,000</u>	<u>3,000,000</u>
Reclaimed Water Improvements							
Mechanical integrity test/inspection for Grant Street injection well system	Utility Fees	300,000				<u>300,000</u>	300,000
D. B. Lee Reclamation Facility process, piping and control improvements	Long Term Debt	16,500,000 <u>23,100,000</u>	<u>1,100,000</u>	16,500,000 0	<u>22,000,000</u> 0		
Phase II reuse expansion at Grant Street WRF	Long Term Debt	5,450,000	<u>500,000</u>	500,000 <u>4,950,000</u>		4,950,000	
Inspection of transmission main	Utility Fees	250,000 <u>300,000</u>				250,000	<u>300,000</u>
<u>Design and construction of New Class I injection well at Grant Street Water Reclamation Facility</u>	Long Term Debt	17,600,000		17,600,000 0 <u>14,300,000</u> 0	<u>3,300,000</u>		
Replace two and add one mechanical bar screens at D. B. Lee WRF	Utility Fees <u>Long Term Debt</u>	1,575,000 <u>2,100,000</u>			<u>100,000</u>	<u>2,000,000</u>	<u>1,575,000</u>
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	
<u>Grant Street reuse system pumps (upgrade)</u>	<u>Utility Fees</u>	<u>350,000</u>	<u>350,000</u>				
<u>Secondary effluent pump station rehabilitation and expansion at both WRFs</u>	<u>Long Term Debt</u>	<u>5,500,000</u>					<u>5,500,000</u>
<u>D. B. Lee headworks rehabilitation and expansion/dich stabilization</u>	<u>Long Term Debt</u>	<u>16,500,000</u>					<u>16,500,000</u>
<u>Construct 10" reclaimed water main from Croton Road to Wickham Road</u>	<u>Utility Fees</u>	<u>1,150,000</u>		<u>1,150,000</u>			
<u>Construct loop on NASA Boulevard from General Aviation to Harper Road</u>	<u>Utility Fees</u>	<u>2,200,000</u>			<u>200,000</u>	<u>2,000,000</u>	
<u>Lead and copper plan</u>	<u>Utility Fees</u>	<u>2,100,000</u>	<u>300,000</u>	<u>300,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</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 - 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 301/312	FY 312/23	FY 323/34	FY 334/45	
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 289/2930	FY 2930/301	FY 301/312	FY 312/323	FY 323/334	FY 334/345
Brown/Vassar ditch baffle box and hardening	SU	1.100 1.600	1.000 .200	.100 1.250	.150							
Pond St. flood control	SU	1.675 1.625				.375	1.250					
Darrow Avenue baffle box	SU/SOIRL	.750	.750									
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) The City is providing \$1,100,000 for the project	FDOT and local funds	34.275 94.155	23.15 8 72.71 1	11.117 10.194	3.75 0	3.750	3.750					
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 2.000	1.000	3.000 2.000								
Commodore Blvd widening	Impact Fees	4.200 4.000	.200 2.500	2.500 1.500	1.50 0							

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 2930/301	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 <u>pedestrian safety intersection improvements</u>	Impact Fees	.294 <u>.416</u>		.054 <u>.096</u>	.240 <u>3.200</u>							
Wickham Road <u>pedestrian safety upgrades at Aurora Rd. and Lake Washington Blvd.</u>	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 289/2930	FY 2930/301312	FY 301/31223	FY 312/2334	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 2930/301/312	FY 301/312/23	FY 312/23/34	FY 323/34	FY 334/345
	Improvements											
Sidewalk gap program/ADA transition plan	Mobility Improvements/LOGT	.450 .475	.090	.090 .092	.090 .097	.090 .091	.090 .105					
Gateway US 192 and Front Street	Downtown CRA	.060	.060									
Downtown core streetscape	Downtown CRA/Bond Long Term Debt	12.131 15.304	.631 1.304	.500 1.000	11.0 0 13.0 0							
Parking management	Downtown CRA	.225 .120	.115	.060	.050 .060							
LED street light upgrade	LOGT	.275 .250	0.75 .050	.050	.050	.050	.050					
S. Babcock Street at Eber Blvd./Pirate Lane	FDOT	1.032 1.828		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 .750	.750							
Norfolk Parkway western extension	FDOT/Impact Fees/Mobility Improvements	10.050 6.000	.750		1.44 0 3.00 0		7.860 3.000					

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 2930/301312	FY 301/31223	FY 312/32334	FY 323/33445	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 289/2930	FY 2930/301	FY 301/312	FY 312/323	FY 323/334	FY 334/345
sidewalk connections	Fees/Mobility Improvement s											
NASA Blvd sidewalk improvements (Eddie Allen Road to Gateway Drive)	FDOT/Mobility Improvement s	.082	.082									
M-1 Canal Trail feasibility study	Mobility Improvement s	.140				.140	.140					
Bicycle Facilities												
Sarno Road bicycle and pedestrian improvements (US 1 to Eau Gallie Blvd.)	Impact Fees/Mobility Improvement s	.600			.200	.200	.200					
Transit Facilities												
NASA Blvd bus turn out and shelters	Babcock CRA	.056	.056									
Transit Shelter on NASA at Sears	Mobility Improvement s/Impact Fees	.015		.015								
Bus Shelter on Sarno Road at Brevard County Service Center	Mobility Improvement s/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 289/2930	FY 2930/301/312	FY 301/312/23	FY 312/23/34	FY 323/34	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 .500	3.000 4.000					
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 .200	.050 .100	.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 289/2930	FY 2930/301	FY 301/312	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 289/2930	FY 2930/301	FY 301/312	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 Improvement s/ Impact Fees	.225				.225						
Transit Facilities												
Transit shelter and bus turnout on Sarno Road	CDBG/Mobility Improvement s/ 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 2930/301	FY 301/312	FY 312/23	FY 323/34	FY 334/35
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 289/2930	FY 2930/301312	FY 301/312	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 2930/301312	FY 301/312	FY 312/23	FY 323/34	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 2930/301	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 2930/301312	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								

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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 301/312	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 289/2930	FY 2930/301312	FY 301/312	FY 312/323	FY 323/334	FY 334/345
<u>Crane Park ballfield fencing replacement (Stewart Road)</u>	<u>General Fund</u>	<u>.120</u>					<u>.120</u>					
<u>Eddie Lee Taylor Sr. football field fencing replacement</u>	<u>General Fund</u>	<u>.050</u>					<u>.050</u>					
<u>Front Street docks replacement</u>	<u>FIND Grant/ Legislative Appropriation /General Fund</u>	<u>1.854</u>	<u>.927</u>	<u>.927</u>								
Potable Water Sub-Element												
Replace 2", 4", and 6" water lines for improved flow and fire protection	Utility Fees	9.000 <u>10.000</u>	<u>1.000</u>	1.000	1.00 0	1.000	1.000	1.00 0	1.00 0	1.000	1.000	1.000
Reverse Osmosis (RO) concentrate pipeline improvements expansion	Utility Fees <u>Long Term Debt</u>	.500 <u>4.400</u>	<u>.400</u>	<u>4.000</u>			<u>.500</u>					
Construct 2 million gallons ground storage tank and pump station at Hibiscus	Long Term Debt	10.350 <u>9.700</u>	.900 <u>.250</u>	9.450								
Inspect large diameter transmission mains	Utility Fees	.510 <u>.500</u>	<u>.100</u>	<u>.100</u>	<u>.100</u>	<u>.100</u>	<u>.100</u>	<u>.100</u>	<u>.100</u>	<u>.100</u>	<u>.100</u>	<u>.100</u>
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 2930/301312	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 289/2930	FY 2930/301/312	FY 301/312/23	FY 312/23/34	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 2930/301/312	FY 301/312/23	FY 312/23/34	FY 323/334	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	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	.100	.100									
Wellfield modeling for future reverse osmosis treatment plant	Utility Fees	.150	.150									
Risk and Resiliency Assessment	Utility Fees	.100	.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							

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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 301/312	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	9.500 <u>10.000</u>	.500 <u>1.000</u>	1.000	1.00 0	1.000	1.000	1.00 0	1.00 0	1.000	1.000	1.000
Install new force main from lift station #6 to new western force main <u>Sarno Road</u>	Utility Fees <u>Long Term Debt</u>	4.400 <u>8.500</u>	.400 2.500	4.000	6.00 0							
Rehabilitation of sanitary sewer lines throughout the collection system	Utility Fees	14.250 <u>10.000</u>	.750 <u>1.000</u>	1.500 <u>1.000</u>	1.50 0 1.00 0	1.500 <u>1.000</u>	1.500 <u>1.000</u>	1.50 0 1.00 0	1.50 0 1.00 0	1.500 <u>1.000</u>	1.500 <u>1.000</u>	1.500 <u>1.000</u>
Design and construct new western force <u>to D. B. Lee water reclamation facility</u>	Long Term Debt	6.700 <u>12.500</u>	4.000 <u>5.000</u>	2.700 <u>7.500</u>								
Design and construct new western lift station (John Rodes Blvd. and Ellis Road)	Utility Fees <u>Long Term Debt</u>	2.675			.300	.300 <u>2.375</u>	2.375					
Rehabilitate various lift stations throughout the City – locations to be determined	Utility Fees	7.200					1.200	1.20 0	1.20 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 289/2930	FY 2930/301/312	FY 301/312/23	FY 312/23/34	FY 323/34	FY 334/345
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 289/2930	FY 2930/301/312	FY 301/312/23	FY 312/23/34	FY 323/34	FY 334/345
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>	<u>2.300</u>						
Replace inverted siphon <u>elimination</u> 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	<u>16.500</u> <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>	<u>.500</u> <u>4.950</u>		<u>4.950</u>						
Inspection of secondary effluent disposal <u>transmission mains</u>	Utility Fees	<u>.550</u> <u>.650</u>				<u>.250</u>	<u>.250</u> <u>.300</u>				<u>.300</u>	<u>.350</u>
<u>Design and construction of New</u>	Long Term Debt	17.600		<u>17.600</u> <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 2930/301312	FY 301/312	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	FY 2930/301/312	FY 301/312/23	FY 312/23/34	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				8.800					
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				.075					.100
Operating Permit renewal for both Water Reclamation Facilities	Utility Fees	.150 <u>.450</u>	.150				.200					.250
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						

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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 2930/301/312	FY 301/312/23	FY 312/23/34	FY 323/34	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>					

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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 2930/301	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
			2025-2026	2026-2027	2027-2028	2028-2029	2029-2030		
	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 \$500,000	\$3,000,000 \$4,000,000	\$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
11-9	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
21	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
32	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
43	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/trams)	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								
1	University Boulevard at Grant Street pedestrian crossing	University Boulevard area	\$80,574					\$80,574	CDBG
21	High intensity activated crosswalk	University Boulevard at SW Canal crossing	\$75,000 <u>\$280,000</u>	\$200,000				\$275,000 <u>\$280,000</u>	Transportation Impact Fees/ <u>CDBG</u>
32	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,
43	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
54	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
65	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 2025- 2026	Year 2 2026- 2027	Year 3 2027- 2028	Year 4 2028- 2029	Year 5 2029- 2030	Total per item	Potential Funding Sources
1	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
			2025-2026	2026-2027	2027-2028	2028-2029	2029-2030		
	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 24, 2026
City Manager's Item Report

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

Subject:

Task Order No. CDM-08 to the contract with CDM Smith, Inc., Maitland, FL for the Water Production Wellfield Improvements Wells No. 1 and No. 2 Generators

Background/Consideration:

The Joe Mullins Reverse Osmosis Water Treatment Plant (ROWTP) currently utilizes four (4) existing Upper Floridan Aquifer (UFA) production wells, with two (2) additional production wells under construction. Production Wells No. 1 and No. 2 currently share one (1) emergency generator. For redundancy, each well should have its own backup generator. The City was approved for a Hazard Mitigation Grant (HMGP) through the Florida Department of Emergency Management, to replace the existing generator with two (2) smaller generators. The City needs electrical improvements for Production Wells No. 1 and No. 2 to accommodate new standby generators and future well pump improvements.

The scope includes geotechnical, design, permitting and bidding to upgrade the electrical and emergency power systems to provide dedicated standby generators for Production Wells No. 1 and No. 2. The project is expected to take approximately 305 calendar days from Notice to Proceed.

Fiscal/Budget Impact:

Funding is available within Project No. 31223 (Wells No. 1 and 2 Generators).

Requested Action:

Approval of Task Order No. CDM-08 to CDM Smith, Inc., Maitland, FL for the Water Production Wells No. 1 and No. 2 Generators, Project No. 31223, in the amount of \$327,322.



Memorandum

To: Jenni Lamb, City Manager
Thru: Marla Keehn, Management & Budget Officer
Thru: James Ennis, City Engineer
From: Jennifer Spagnoli, Public Works & Utilities Director
Date: March 9, 2026
Re: Task Order No. CDM-08 to the Professional Services Agreement for Hydrogeologic and Engineering Services for Water Production Wellfield Improvements with CDM Smith, Inc. (CDM).

This is a request for City Council approval of Task Order No. CDM-08 to the Professional Services Agreement for Hydrogeologic Services for Water Production Wellfield Improvements for Production Wells No. 1 and 2 Generators Project No. 31223.

Background

The Joe Mullins Reverse Osmosis Water Treatment Plant (ROWTP) utilizes four existing upper Floridan Aquifer (UFA) production wells along with two additional production wells that were recently drilled. The City needs electrical improvements for Production Wells No. 1 and No. 2 to accommodate new standby generators and future pump improvements. Production Wells No. 1 and No. 2 currently share one emergency generator. For redundancy, each well should have its own backup generator.

The City was approved for a Hazard Mitigation Grant (HMGP) through the Florida Department of Emergency Management, to replace the existing generator with two smaller generators. The grant only covers the cost of the generator purchases. Staff requested a task order from CDM to extend FPL power to Production Well No. 1, design the electrical, instrumentation and controls and fuel equipment for both Production Wells No. 1 and No. 2, demolition of the existing generator building and providing the necessary site work.

Scope of Services

The scope may include, but not be limited to, geotechnical, design, permitting and bidding to upgrade the electrical and emergency power system for both wells.

Compensation and Schedule

The cost of services is a not-to-exceed amount of \$327,322. The work will be completed in 305 days of Notice to Proceed.

Funding

Funding is available within Project No. 31223 (Wells No. 1 and No. 2 Generators).

Recommendation

Approval of Task Order No. CDM-08 with CDM Smith, Inc., Maitland, FL in the amount of \$327,322.

Attachment: CDM Smith, Inc. Task Order No. CDM-08

Copy: Kacie Black, Engineering Contract Manager
Dave Phares, Water Production Superintendent
Robin Schaffroth, Utilities Budget and Procurement Specialist

TASK ORDER NO. CDM-08

CDM PROJECT NO.
CITY PROJECT NO. 31223

WATER PRODUCTION WELLFIELD IMPROVEMENTS
between
THE CITY OF MELBOURNE
and
CDM SMITH INC

This Task Order made and entered into this ____ day of _____, 2026 to that certain WATER PRODUCTION WELLFIELD IMPROVEMENTS, dated August 30, 2024, 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 CDM Smith Inc. of Maitland, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CONSULTANT.

Whereas, the CITY desires to authorize the CONSULTANT to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for the **Wells No. 1 and 2 Generator Improvements-Design, Permitting, and Bidding**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

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

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

The CONSULTANT 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 305 calendar days from receipt of written Notice to Proceed.

The CITY shall pay the CONSULTANT for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed **\$327,322** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the WATER PRODUCTION WELLFIELD IMPROVEMENTS. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the WATER PRODUCTION WELLFIELD IMPROVEMENTS.

All services shall be subject to and performed in accordance with this task order, the WATER PRODUCTION WELLFIELD IMPROVEMENTS. 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 CONSULTANT 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 WATER PRODUCTION WELLFIELD IMPROVEMENTS.

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, P.E.

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

Jenni Lamb, City Manager

ATTEST:

Kevin McKeown, City Clerk
(SEAL)

CDM SMITH INC.



Eric J. Grotke, PE, BCEE, Vice President

EXHIBIT A
PROFESSIONAL SERVICES
FOR
CITY OF MELBOURNE
WATER PRODUCTION WELLFIELD IMPROVEMENTS
WELLS NO. 1 AND 2 GENERATOR IMPROVEMENTS
DESIGN, PERMITTING, AND BIDDING

City Project No. 31223
Task Order No. CDM-08

This Task Order, when executed, shall be incorporated in and become an integral part of the Water Production Well Improvements contract between the City of Melbourne, Florida (CITY), and CDM Smith Inc (CONSULTANT), dated August 30, 2024, hereafter referred to as the Agreement.

PROJECT BACKGROUND

The CITY operates the Joe Mullins Reverse Osmosis (RO) Water Treatment Plant (WTP), which is supplied with raw water by four existing Upper Floridan Aquifer (UFA) production wells. The four UFA wells are equipped with existing permanent emergency standby generators. In order to meet reliability requirements and ensure that a continuous supply of raw water is available for treatment, the CITY desires to upgrade the emergency power system for Well No. 1 (PW-1) and Well No. 2 (PW-2). The proposed upgrade includes new permanent emergency standby diesel generators at PW-1 and PW-2, a new electrical service for PW-2, and demolition of the generator building at PW-2.

This Task Order proposal provides for professional services for the design, permitting, and bidding for the following primary Project elements:

- New permanent emergency standby diesel generator for PW-1 with prefabricated enclosure and electrical, I&C, and fuel equipment
- New permanent emergency standby diesel generator for PW-2 with prefabricated enclosure and electrical, I&C, and fuel equipment
- Demolition of the existing generator building and fuel system at PW-2.
- Concrete slabs for the generator enclosures
- New electrical service and power drop for PW-1
- Site work.

The construction of this Project will be bid under one procurement due to the specialty nature of the construction scope and to facilitate the schedule. Services during construction will be under separate authorizations or amendments.

The outline of services to be provided by the CONSULTANT under this Task Order are listed below:

- Project Kickoff Meeting and Data Collection and Review
- Preliminary Design
- Permit Assistance
- Final Design
- Bidding Assistance
- Project and Quality Management

The Scope of Services describes each of the above-referenced tasks in more detail and defines the professional services to be provided

SCOPE OF SERVICES

TASK 1 KICKOFF MEETING/SITE VISIT, DATA REVIEWS, SURVEY, AND GEOTECHNICAL

Under this task, a combination Kick-Off Meeting and site visit will be performed with key members of the CITY and CONSULTANT project team to formalize the project approach and clarify any outstanding site issues or data needs. In addition, survey and geotechnical services are provided in this Task. The technical approach and results of the Task 1 scope of services will be appropriately captured and reflected in Task 2 Preliminary Design.

Subtask 1.1 Project Work Planning: Kick-Off Meeting, Site Inspection, and Field Visit

CONSULTANT will prepare and facilitate a Project Kick-Off Meeting with CITY's staff. The goals of the meeting are to address project design and requirement, critical issues, coordination of project activities, schedule, and project design standards. A discussion of the final design approach including the site layout and equipment preferences will be completed during the Kick-Off Meeting. CONSULTANT will prepare and submit the meeting agenda and meeting minutes.

Subtask 1.2 Data Reviews

Significant data collection relevant to this Task Order has been achieved under previous task order assignments. The CONSULTANT will review record drawing information, existing surveys, and other relevant information related to PW-1 and PW-2 existing conditions. If any additional data needs are identified a request will be made to the CITY.

Subtask 1.3 Survey

After completion of the site visit, CONSULTANT will subcontract with a registered Florida surveyor to perform surveys of the PW-1 and PW-2 sites, locate surface features, and specify approximate locations for the new generator enclosures.

Subtask 1.4 Geotechnical Investigation

After completion of the site visit, a geotechnical investigation will be performed by a subcontractor to the CONSULTANT to explore the subsurface conditions to support the design. This Task Order includes performing a Standard Penetration Test (SPT) boring to a depth of approximately 15 feet below the existing surface at the locations of the new PW-1 and PW-2 generator enclosures (2 SPT borings total) and report recommendations for structural support, dewatering, and backfilling.

TASK 1 - DELIVERABLES

Survey
Geotechnical Report
Project Schedule
Kick-Off Meeting Agenda and Minutes

TASK 2 PRELIMINARY DESIGN

This task provides for the development of the design criteria up to the 30 percent design level.

Subtask 2.1 Initial Site Layout - 10 Percent Design

After the Kick-Off Meeting, the CONSULTANT will prepare an initial site layout illustrating the locations of the new generators, electrical connections to existing facilities, and new power drop for PW-2. The layout will be submitted to the CITY as a PDF for review via electronic means (email or file transfer). CITY's review comments shall be incorporated in the 30 percent design.

Subtask 2.2 One Line Power Diagrams and Electrical Site Plan- 30 Percent Design

CONSULTANT will prepare one line power diagrams for PW-1 and PW-2 and the electrical site plan. The one line power diagrams and electrical site plan will be submitted to the CITY as a PDF for review via electronic means (email or file transfer). CITY's review comments shall be incorporated in the design.

TASK 2 - DELIVERABLES

Initial Site Layout
One Line Power Diagrams and Electrical Site Layout

TASK 3 FINAL DESIGN

CONSULTANT will prepare design drawings and technical specifications in sufficient detail for the CITY to permit and obtain competitive bids for construction of the PW-1 and PW-2 generator improvements. The final design development will consist of overall 75 percent (signed and sealed for permitting), and 100 percent (final design/Issued for Bid) completion levels, OPCCs, and project schedules.

Subtask 3.1 Preparation of Drawings and Specifications

CONSULTANT will prepare final drawings for Project construction based on the approach selected during the Preliminary Design phase. The preliminary list of drawings is identified in **Table 1**. This preliminary list may change depending on the outcome of the design development services described in Task 2 and has been provided for reference to define the level of effort associated with the Project. CONSULTANT will include incorporating the construction permit conditions into the drawings prior to award of contract.

Table 1 – Preliminary List of Drawings

Sheet No.	Drawing No.	Drawing Title
1	G-0	Cover Sheet/Location Map
2	G-1	Index of Sheets/Aerial
3	G-2	General Notes, Symbols and Abbreviations
4	C-1	Key Map (shows Well Nos 1 and 2 locations)
5	C-2	Well Nos 1 and 2 Site Plan Improvements
6	CD-1	Civil Details
7	S-1	Structural General Notes and Details
8	S-2	Generator Foundation Plans, Sections and Details
9	SD-1	Structural Concrete Details
10	E-1	Electrical Legend I
11	E-2	Electrical Legend II
12	E-3	Electrical Notes
13	E-4	Electrical Site Plan, Demolition and Notes
14	E-5	Well No 1 One Line Power Diagram - Demolition
15	E-6	Well No 1 One Line Power Diagram - New
16	E-7	Well No 1 Control and Instrumentation Riser and Elementary Diagrams
17	E-8	Well No 1 Power, Control, Grounding and Lighting Plan
18	E-9	Well No 2 One Line Power Diagram - Demolition
19	E-10	Well No 2 One Line Power Diagram - New
20	E-11	Well No 2 Control and Instrumentation Riser and Elementary Diagrams
21	E-12	Well No 2 Power, Control, Grounding and Lighting Plan
22	E-13	Panelboard Schedule Modifications
23	E-14	Lighting Fixture Schedule and Details
24	I-1	Instrumentation Legend I
25	I-2	Instrumentation Legend II
26	I-3	Control System Architecture
27	I-4	P&ID Well No 1
28	I-5	P&ID Well No 2

1 Abbrev - G General, C Civil, E Electrical, S Structural, I Instrumentation

CONSULTANT will prepare project technical specifications, associated drawings listed in Table 1, and contract documents for procurement of the PW-1 and PW-2 generator improvements construction and testing. Technical specifications will utilize the EJDC/CSI format (50-Division), which will cover general requirements, product requirements, and execution of installation.

CONSULTANT will issue a formal submittal to the CITY at the 75 percent overall completion level of the design development for review. The overall 75 percent submittal will be based on the concepts agreed upon as a result of the 10 percent and 30 percent design reviews. The overall 75 percent submittal will include a set of drawings, technical specification, and an OPCC. Following the submittal of the overall 75 percent submittal, a final design coordination meeting will be held with the CITY's staff to receive and discuss review comments, coordinate the project Front End documents (Division 0), and coordinate the final design. CONSULTANT will prepare and submit meeting minutes. CONSULTANT will address the CITY's comments in the 100 percent design submittal.

Once the comments from the permitting agencies listed in Task 4 below are received, CONSULTANT will incorporate the required revisions and prepare the 100 percent final design/Issued for Bid submittal. For the 100 percent design/Issued for Bid submittal, the drawings and technical specifications will be final and suitable for obtaining bids from construction contractors. CONSULTANT will prepare an update to the OPCC and project schedule at the 100 percent completion stage and submit to the CITY for review.

CONSULTANT will deliver two half-size (11 inches x 17 inches) sets of drawings, two full-size (22 inches x 34 inches) sets of drawings, and two hardcopy sets of specification as well as electronic copies in PDF

TASK 3 - DELIVERABLES

75 percent drawings and technical specifications
100 percent drawings and technical specifications
OPCC at 75 and 100 percent design
Project Schedule at 100 percent design

TASK 4 PERMITTING ASSISTANCE

CONSULTANT will provide permitting assistance services required for preparing and submitting appropriate permit applications, attending meetings with regulatory agencies, and response to a request for additional information as specified herein. Based on previous experience with similar projects the following agencies and permits will be involved:

- FDEP Specific Permit to construct or modify Public Water System (PWS) components; and
- City of Melbourne Building Department

Subtask 4.1 PWS Permit Modification

Following approval of the 75 percent design, a preliminary application meeting will be held with the FDEP regarding the PWS permit modification. CONSULTANT will submit 75 percent design documents on the CITY's behalf, prepare meeting agenda and minutes, and host the meeting by teleconference. The purpose of the meeting will be to describe the project, discuss the existing respective permit and permit modification, required forms, project specific submittals, processing fees, and other related regulatory requirements.

CONSULTANT will assist CITY in filing for and obtaining the necessary permit for the PWS permit modification. This includes applicable diesel storage tank permitting. This subtask includes preparing the permit application for the FDEP Specific Permit to Construct PWS components. CONSULTANT will prepare the application and supporting documentation and submit to FDEP. CITY will provide payment of the permit fees and sign for as CITY and Operating Entity. CONSULTANT will prepare one response to a request for additional information.

Subtask 4.2 Building Permit

CONSULTANT will meet with the CITY's Building Department during the design phase and provide 75 percent design drawings to solicit comments to expedite drawing review during the formal Building Permitting process. CONSULTANT will incorporate comments received from the Building Department into the design drawings, which will become the 100 percent/Issued for Bid documents. The CONSULTANT will assist with applicable diesel storage tank permitting as part of this subtask. CITY will provide payment of the permit fees.

TASK 4 - DELIVERABLES

Permit application and submittal to FDEP for PWS modification
Meeting agendas and minutes

TASK 5 BIDDING ASSISTANCE

Under this subtask, the following services will be provided by CONSULTANT:

- CONSULTANT will attend the pre-bid conference with the CITY staff,
- CONSULTANT will interpret and/or clarify construction contract documents in regard to potential bidders' questions,
- CONSULTANT will support CITY with Drawing and/or Specification updates for up to 2 addenda issuance;
- CONSULTANT will review the bids received by the CITY for accuracy, responsiveness to bidding requirements, contractor references, and prepare a bid tabulation, and
- Based on the above, the CONSULTANT will issue a recommendation of award letter to the CITY

Bid phase services are complete with the issuance of the recommendation of award letter

TASK 5 - DELIVERABLES

Responses to bidder's questions as needed

Bid Tabulation

Recommendation of bid award letter

TASK 6 PROJECT AND QUALITY MANAGEMENT

Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with the CONSULTANT'S quality standards and the CITY's requirements. Specific activities included are identified below.

Subtask 6.1 Project Management

Activities performed under this task consist of those general administrative functions required to provide for the project remaining on schedule, within budget, and that the quality of work deliverables defined herein are consistent with CONSULTANT's quality management standards and the CITY's requirements as defined by the Agreement and this Task Order

Subtask 6.2 Quality Management

CONSULTANT maintains a Quality Management System (QMS) for program on all projects CONSULTANT will hold internal Technical Review Committee (TRC) and Project Quality meetings, for quality assurance and control, prior to transmitting documents to CITY TRC meetings will be held at the overall 10, 30, and 75 percent milestones TRC comments will be addressed prior to moving forward with the design A final comprehensive review of the 100 percent documents will be performed prior to issuance for bid

CITY and CONSULTANT shall schedule a design review meeting after the overall 30 percent design submittal to address comments and resolve issues. This meeting shall be attended by key staff of the CONSULTANT and CITY and scheduled for two hours. CONSULTANT will prepare and distribute an agenda and meeting minutes. Review comments and resolution for the submittals shall be handled electronically through email with attachments or secure file transfer

DATA OR COORDINATION ASSISTANCE TO BE PROVIDED BY THE CITY

CITY will be responsible for the following listed items and other items as specifically included in this Task Order:

- Provide latest easements and/or legal description, boundary and topographic survey for the PW-1 and PW-2 sites;
- Prepare and provide coordinated Front-End Documents (Division 0); and
- Provide copies of the bids received by the City

BASIS FOR ESTIMATE

These services will be generally performed under the following basis, directives of the Request for Proposal, and/or CITY-directed standards

1. CONSULTANT will use the latest existing legal description and site boundary surveys, as-built surveys, and record drawings as provided by the CITY in digital AutoCAD format (dwg file format), in the performance of its work. CONSULTANT will subcontract for additional topographical survey services to establish elevations and horizontal controls as well as the location and identification of underground utilities and/or physical obstructions at the Project site
2. CITY shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of reports, data, and other information furnished by CITY to CONSULTANT pursuant to this Task Order. CITY may use such reports, data, and information in performing or furnishing services under this Task Order. CONSULTANT's scope of work does not include verifying CITY provided information for accuracy or completeness. CITY may request an independent review of CITY provided information by CONSULTANT and can be provided as an additional Task Order or Amendment.
3. CONSULTANT will prepare OPCCs in accordance with the Association for the Advancement of Cost Engineering International, Inc. The following accuracies will be met according to the design completion stage:
 - a. OPCC estimates (+10% / -5%) for the 75 and 100 percent design documents
4. Meeting agenda, meeting minutes, OPCC, and schedule will be submitted to CITY electronically in PDF format. Additionally, at the 100 percent milestone CONSULTANT will deliver two half-size (11 inches x 17 inches) sets of drawings, two full-size (22 inches x 34 inches) sets of drawings, and two hardcopy sets of specifications.
5. CITY will provide review of permit application forms, payment of permit fees, and appropriate signature(s) as CITY and Operating Entity.
6. CONSULTANT will assist the CITY in coordinating electrical power with Florida Power & Light (FPL) for the PW-2 project site
7. SCADA integration and programming will be coordinated and accomplished by the CITY, therefore, said services are not included in this Task Order.
8. Tier 2 generators shall be utilized. Tier 4 generators shall not be utilized.

- 9 Control hardware compatible with existing Joe Mullins RO WTP Wellfield well sites including fiber optic cable, media converters, and PLC will be specified by the CITY.
- 10 No building is anticipated to be necessary for the new generator, electrical, and control equipment.
- 11 CONSULTANT has assumed that the proposed PW-1 and PW-2 sites are not contaminated in any fashion and that CITY performed due diligence to confirm this assumption during the purchase of the property
- 12 It is assumed that the existing fuel tank located at PW-2 is in proper working condition and no fuel releases or incidents have occurred in this area previously
- 13 CONSULTANT will provide FDEP and City of Melbourne Building Department permitting assistance services for the new diesel fuel tanks. If additional permits are required, an amendment to this Task Order will be necessary.
- 14 CONSULTANT is not responsible for delays due to the permitting approval process. CONSULTANT reserves the right to extend the schedule based on variable scheduling and review times of the regulatory agencies

TIME OF COMPLETION/SCHEDULE

It is anticipated that the work will take 10 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). The estimated schedule by task is shown in **Table 2**. The estimated durations will be finalized based on the actual NTP date and adjusted based on project scheduling requirements. CONSULTANT will prepare and update detailed Baseline Schedule within the first 30 calendar days after NTP. Upon completion of the bidding documents, the CITY will determine the sequence of bidding. The schedule is based on the durations of the bidding periods being approximately three months.

Table 2 - Estimated Schedule

Task No.	Task Description	Task Duration	From Start
1	Kickoff Meeting/Site Visit, Data Reviews, Survey, and Geotechnical	3 weeks	3 weeks
2	Preliminary Design	15 weeks	18 weeks
3	Final Design	12 weeks	30 weeks
4	Permitting Assistance	8 weeks	33 weeks
5	Bidding Assistance	8 weeks	41 weeks
6	Project and Quality Management	41 weeks	41 weeks

COMPENSATION AND PAYMENT

Compensation for work performed on Tasks 1-6 shall be made on a lump sum basis in the amount of \$327,322. Partial payments shall be made on a monthly basis in proportion to the percentage work completed. For invoice purposes only, the value by task is shown in **Table 3**.

CONSULTANT will submit written monthly status reports with each invoice.

Table 3 - Task Value for Invoice Purposes Only

Task	Description	Lump Sum
1	Kickoff Meeting/Site Visit, Data Reviews, Survey, and Geotechnical	\$47,712
2	Preliminary Design	\$50,650
3	Final Design	\$161,360
4	Permitting Assistance	\$13,350
5	Bidding Assistance	\$26,550
6	Project and Quality Management	\$27,700
Subtotal =		\$327,322
TOTAL TASK ORDER NO CDM-08 (LUMP SUM)		\$327,322



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

Department:	Engineering
Presenter:	James Ennis
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.11.

Subject:

Creation of the Hoag Avenue Roadway Improvements project and approval of a professional engineering task order with DRMP, Inc., Merritt Island, FL for the design of the project.

Background/Consideration:

In April 2025, Engineering Department Staff and the City Manager met with Mr. Tom Nance, a representative of the Christian Fellowship Church of 1409 Hoag Avenue, to discuss the Church's request to pave Hoag Avenue east of US Highway 1. Staff informed and explained the petition paving process established by City Council Policy #22 "Paving of Dirt Streets". A petition package identifying the affected properties, required signatures necessary for collection, and preliminary estimated construction costs was provided to Mr. Nance on August 25, 2025. The petition package included an explanation of the unpaved road petition process, a petition form for signatures, and a breakdown of the estimated costs for each affected property owner. On November 19, 2025, the City received the completed petition form package from Mr. Nance. Staff verified that the petition successfully met the seventy percent (70%) threshold of required support for the petition paving request to proceed to the design of the road.

On December 9, 2025, Council discussed Council Policy #22 following public comments from affected property owners requesting the status of paving Hoag Avenue and their concerns about paying the 30% cost-share. The Mayor requested that the City Manager provide City Council with additional information about Council Policy #22. That information was provided on December 11, 2025. On February 10, 2026, Council Member Smith sought Council consensus to discuss changing the Policy's requirement for the 30% cost-share; however, Council did not provide consensus. At the February 10, 2026 meeting, the City Manager offered to provide updated cost estimates for paving of unpaved roads to City Council and that was provided on March 10, 2026 under separate cover. Staff is seeking to clarify if Council would like to proceed with the attached task order, understanding that there may not be a desire from property owners to contribute to the 30% cost-share for construction.

Please note that there are uncertainties regarding the extent of stormwater treatment that will be required for the conversion of Hoag Avenue from an unpaved road to a paved road. This uncertainty will not be resolved until the initial design meetings are held with the permitting agencies. Depending on the level of treatment required, the construction cost may increase substantially. The likely cost of construction could range from around \$400,000 to in excess of \$800,000, which would have an impact on the 30% cost-sharing percentage that the residents are required to contribute pursuant to City Council Policy #22 "Paving of Dirt Streets".



The attached memo describes details of the task order for the design of the Hoag Avenue Roadway Improvements. The scope of services under this task order includes preliminary and final design of Hoag Avenue, including surveying, geotechnical design, and environmental permitting with the St. John's River Water Management District and other agencies. The roadway design will include approximately 1,000 feet of 2-lane roadway with associated stormwater treatment and conveyance, signage, striping, and utility design for sewer lateral installations. Additionally, technical specification preparation, bid document preparation, and bid support services are included in this scope of work. Work under this task order is to be completed within 300 days of issuance of notice to proceed.

Fiscal/Budget Impact:

A capital project will need to be created and a budget will need to be established. An administrative budget transfer in the amount of \$125,800 from Project No. 64219 (FY 19 Unpaved Roads Program) is necessary to appropriate funds for the project.

Requested Action:

- a. Creation of the Hoag Avenue Roadway Improvements project (Project No. 04126) an administrative budget transfer of \$125,800 from FY19 Unpaved Roads Program (Project No. 64219).
- b. Approval of Task Order No. DRMP-I-2025-007 with DRMP, Inc., Merritt Island, FL for professional Consulting Services for the Hoag Avenue Roadway Improvements, Project No. 04126, in the amount of \$125,800.

Memorandum



To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Tami Gillen, Assistant City Engineer
Date: February 25, 2026
Re: Task Order No. DRMP-I-2025-007 to the Continuing Contract for Professional Engineering Services for the Hoag Avenue Roadway Improvements, Project No. TBD

This is a task order with DRMP, Inc. for professional engineering services for Hoag Avenue Roadway Improvements project.

Background

On January 23, 2007, City Council adopted Policy No. 22 for the Paving of Dirt Streets which stated that sixty percent of the total number of property owners will be required to approve the special assessment. On November 10, 2020, this policy was amended to increase the City's participation from sixty percent to seventy percent. This meant that the property owners would be responsible for only thirty percent of the prorated costs, factored from the length of property frontage over the entire length of the road.

On August 25, 2025, staff provided Tom Nance, representative of the Christian Fellowship Church, with the Hoag Avenue Special Assessment Petition form which included an estimate of the prorated costs each property owner would be responsible for along with an explanation that the estimate would be updated once the design of the project was completed. Mr. Nance acknowledged the requirements and on November 19, 2025, the City received the Hoag Avenue Special Assessment Petition form package from Mr. Nance. Staff verified the signatures to ensure that the 70% threshold per City Council Policy No. 22 was met in order to proceed into the design of the road.

Scope of Services

The scope of services under this task order includes preliminary and final design of Hoag Avenue, including surveying, geotechnical design, environmental permitting with the St. John's River Water Management District. Technical specification preparation, bid document preparation and bid support services are also included under this scope of services.

The roadway design will include approximately 1,000 feet of 2-lane roadway construction with stormwater treatment and conveyance, signage, striping, and utility design for sewer laterals. Sidewalk design is not included.

Compensation and Schedule

Creation of a project is necessary to commence with design for the Hoag Avenue Roadway Improvements. An administrative budget transfer in the amount of \$125,800 from Project No. 64219 (FY 19 Unpaved Roads Program) is necessary to appropriate funds for the project.

The work will be completed within 300 days from the Notice to Proceed. The fee for the scope of services shall not exceed \$125,800.

Recommendation

- a. Recommend creation of a project number for the Hoag Avenue Roadway Improvements
- b. Recommendation to approve Task Order No. DRMP-I-2025-007 to DRMP, Inc., Merritt Island, FL for professional engineering services for the Hoag Avenue Roadway Improvements, Project No. TBD, in the amount of \$125,800.

Cc: Kacie Black, Engineering Contracts Manager

Attachment: Task Order No. DRMP-I-2025-007

TASK ORDER NO. DRMP-I-2025-007 PROJECT NO. 301.2501113.007
CITY PROJECT NO.

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

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

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for **HOAG AVENUE ROADWAY IMPROVEMENTS PROJECT**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

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

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

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

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed **\$125,800.00** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES.

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

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

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

Approved by Engineering Manager
as to content:

James W. Ennis, PE, PMP

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

Jenni Lamb, PE, City Manager

ATTEST:

Kevin McKeown, City Clerk
(SEAL)

DRMP, INC.



Scott Nickle, Vice President

Exhibit "A"
SCOPE OF SERVICES FOR
HOAG AVENUE ROADWAY IMPROVEMENTS PROJECT

TASK ORDER NO: DRMP-I-2025-007
DRMP PROJECT NO: 301.2501113.P07
CITY PROJECT NO:

DRMP, Inc. (DRMP) is pleased to present this Task Order Proposal for professional engineering, and consulting services relating to the above-mentioned project. We understand that the project services will include Surveying, Geotechnical Engineering Analysis, Preliminary Engineering, Final Engineering, and Bidding Assistance. The project proposes to construct an asphalt paved roadway within the unpaved portion of Hoag Avenue right of way east of U.S. Highway No. 1, easterly to the west edge of pavement of Riverview Drive. The surveying limits will be of Hoag Avenue from the east edge of pavement of U.S. Highway No. 1, easterly to Riverview Drive (1,050 feet), as shown on the Plat of Riverview Estates, as recorded in P.B. 5, page 35, of the Brevard County Public Records. The project will also include associated roadside swale stormwater conveyance, in place of the existing dirt roadway. The project is within Section 11, Township 28 South, Range 37 East. Our services (excluding agency reviews) will be completed within 300 days from approval of this project Task Order.

I. SCOPE OF SERVICES

TASK 1 – BOUNDARY & TOPOGRAPHIC SURVEYING SERVICES:

1. We will prepare a boundary survey of the Hoag Avenue right-of-way, from the East right-of-way line of US Highway Number 1 to Riverview Drive all as shown on the plat of Riverview Estates as recorded in Plat Book 5 page 31 Brevard County public records. This service will include finding and/or setting corner monumentation for the Hoag Avenue right-of-way.
2. We will obtain topographic information within the project limits as described above to include 10 feet North and South of the existing right-of-way. We will provide cross sections at 50 foot intervals along Hoag Avenue and locate any above ground features of utilities and other existing improvements such as curb, sidewalk, driveways, mailboxes and fences. We will locate trees 6 inches and larger at dbh. Elevations will be based on NAVD 88 datum. This service will include setting a baseline with three control points for design and construction purposes.



TASK 2 – GEOTECHNICAL ENGINEERING SERVICES:

1. Utilizing the services of our geotechnical engineering subconsultant Ardaman & Associates, Inc. (Ardaman), they will perform appropriate geotechnical engineering services. Please refer to Exhibit B for Ardaman's detailed scope of work and additional conditions/exclusions.

TASK 3 - PRELIMINARY ENGINEERING SERVICES:

1. We will perform a route inspection for the project to identify any readily apparent areas along the route to become familiar with any readily observable existing drainage features, improvements and potential obstacles.
2. Based on the results of the project survey and input received from City staff, we will prepare a Preliminary Engineering Plan. This plan will include existing conditions per the project survey, general information concerning the proposed paved roadway (width and routing), and potential areas of concern based on initial visual observations, survey results and the geotechnical engineering analysis. The preliminary engineering plan will be submitted to City staff for review and comment. The primary intent of this plan is to identify the proposed roadway routing, potential drainage swale locations, and identify potential conflicts or areas where easements or right of entry agreements might be required.
3. We will revise the preliminary engineering plan routing based upon City staff comments and resubmit a plan to the City for staff approval.
4. We will meet with City staff if needed to review the preliminary engineering design and/or City staff comments.
5. We will identify approximate areas and limits where potential easement acquisition/right of entry agreements may be necessary to construct the project, if appropriate.
6. We will provide management of subconsultant services to assist with communication and transfer of deliverables.



TASK 4 - FINAL ENGINEERING SERVICES:

1. We will prepare Final Engineering plans based upon the Preliminary Engineering Plan approval. City submittals will be made at the 60%, 90% and 100% design thresholds. Our plans will include plan sheets of the following:
 - a. Cover Sheet with project location, utility contacts, sheet index, etc.
 - b. General Notes and Summary of Quantities sheet.
 - c. Roadway Typical Section Detail(s).
 - d. Existing Conditions & Demolition plans.
 - e. Horizontal location (Master Plan) of the proposed roadway, with detailed dimensions and separation (horizontal & vertical) requirements identified.
 - f. Project Control Sheets with construction baseline, project station/range information at key locations of the proposed roadway.
 - g. Grading, paving and drainage plans depicting the proposed roadway grading, drainage structures and piping, and proposed drainage conveyance swales.
 - h. Plan & Profile sheets identifying existing conditions and the proposed roadway improvements and any existing drainage and/or utility information provided by the utility owners.
 - i. Project details such as typical FDOT details, plan specifications (City Standard Detail Sheets), conflict point details, pavement/driveway restoration details, etc.
 - j. Section details sheets at 100 foot intervals and all critical grading locations.
 - k. M.O.T. details (FDOT Standard Indexes) as needed, consistent with project construction.
 - l. Erosion and sediment control details and notes.
2. We will prepare stormwater treatment calculations and will prepare the required SJRWMD permit application. We will submit the required documents to the SJRWMD for their review. We will review and respond to staff comments issued by the SJRWMD in pursuit of the SJRWMD permit.
3. We will prepare a Construction Cost Estimate for the project for City review.
4. We will prepare Technical Specifications for the project. This will include the cover page, bid form, and Division F (Technical Specifications). We will submit these documents to the City at the 90% submittal threshold.
5. We will submit engineering documents to the City for staff comments and input at each design threshold. We will make necessary construction document revisions based upon City input and submit final construction documents to the City for approval.



TASK 5 – BIDDING ASSISTANCE SERVICES:

1. We will prepare and supply the City with Bid Documents for the project. These documents will include City approved plans, Bid Form, Cost Estimate, and a copy of all obtained permits.
2. During the bidding process, we will assist the City answering bidder written questions.
3. We will attend a pre-bid meeting scheduled by the City to provide technical support to the City.
4. We will review the low-bidder submittal and provide a written recommendation to the City as to the appropriateness of the bid.

II. CONTRACT CONDITIONS:

1. Surveying services are limited to those identified herein and will meet the Standards of Practice as set forth in Chapter 5J-17.05, FAC.
2. Construction stakeout and /or preparation of as-built drawings are not included.
3. Review of title work is not included.
4. Preparation of Sketch & Descriptions are not included.
5. Application fees are not included and are considered a direct expense to the City.
6. Landscape/irrigation design & permitting services are not included.
7. Stormwater design is limited to conveyance (surface runoff, swales, structures and piping), and any treatment analysis is limited to available space within the existing Hoad Avenue right of way. There is no guarantee that sufficient room is available to achieve required stormwater treatment requirements of the SJRWMD.
8. Off-site stormwater analysis is not included.
9. Utility relocation design is not included.
10. Environmental (Ecological) Services and permitting are not included.
11. FWC permitting and/or gopher tortoise relocations are not included.
12. Construction Administration services are limited and do not include construction management or CEI level services. Our services are based upon a maximum of 7 months total construction phase time (Pre-construction meeting to completion of construction).



13. Public meeting are not included.
14. Structural engineering is not included. This includes retaining wall design.
15. Maintenance of Traffic (MOT) design services is limited to providing appropriate FDOT Index details and do not include a detailed, project-specific MOT plan. The project contractor will be responsible for submitting such a plan and obtaining appropriate agency approvals.
16. Erosion and Sediment Control details and notes will be provided on the construction drawings, however all NPDES requirements (Notice of Intent, dewatering plan, NPDES site inspections/reporting, and Notice of Termination) are the responsibility of the project contractor.
17. Applying for and securing a Consumptive Use Permit for dewatering (if required by site conditions) is not included and is the responsibility of the project contractor.
18. Street lighting or electrical design is not included.

III. FEES:

TASK 1	Surveying Services	\$ 19,800.00
TASK 2	Geotechnical Engineering Services	\$ 6,900.00
TASK 3	Preliminary Engineering Services	\$ 8,200.00
TASK 4	Final Engineering Services	\$ 86,000.00
TASK 5	Bidding Assistance Services	\$ 4,900.00

TOTAL

\$ 125,800.00

IV. INVOICE PROCEDURES AND PAYMENT:

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

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



This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. Thank you for the opportunity to provide these services, and we look forward to working with you on this project.

Sincerely,
DRMP, Inc.

A handwritten signature in blue ink that reads "Scott Nickle".

Scott Nickle, VP



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

February 5, 2026
Proposal File No. 2623-021

DRMP
100 Parnell Street, Suite A
Merritt Island, Florida 32953

Attention: Mr. Scott Nickle, VP

Subject: Proposal for Subsurface Exploration and
Geotechnical Engineering Evaluation
Hoag Avenue Improvements
Melbourne, Florida

Dear Mr. Nickle:

As requested, we are pleased to present this proposal for conducting a subsurface exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by Mr. Nickle, the proposed construction will include paving the dirt road portion of Hoag Avenue with asphalt and installing roadside drainage swales. The length of dirt road to be paved is approximately 850 feet.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed asphalt roadway. Additionally, we will explore the subsurface conditions in the proposed roadway swale areas. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The proposed field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Roadway Areas	5 Hand Auger	5
Roadside Swale Areas	3 Auger	15

The auger borings will be drilled with a 4-inch diameter, truck-mounted continuous flight auger or a 3-inch diameter, hand-held bucket auger. Each sample will be removed from the auger in the field and then examined and visually classified by our crew chief.

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

1300 N. Cocoa Boulevard, Cocoa, FL 32922 Phone (321) 632-2503

Louisiana: Baton Rouge, New Orleans, Shreveport

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach

Texas: Houston

Two bulk samples of the existing roadway subgrade soils will be collected from the top 6 to 8 inches within the project area. The samples will be packaged and returned to our laboratory for Limerock Bearing Ratio (LBR) testing.

LABORATORY PROGRAM

Routine laboratory visual classification will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content, natural moisture content). Using soil collected from two of the auger borings drilled in the stormwater swale areas, one test sample will be remolded into a 3-inch diameter Shelby tube in our laboratory for each of the two borings. Then, a constant head permeability test will be performed in our laboratory on the two Shelby tube samples.

Additionally, LBR tests will be performed in our laboratory on each of the two bulk samples of existing roadway subgrade materials collected on the project site.

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and pavement design. A typical flexible pavement section for limited-access streets within the City of Melbourne will be provided. For our analysis, we will require specific loading conditions for the pavement. We will also provide an estimate of the normal seasonal high groundwater level at the boring locations, the results of the soil permeability testing, and a discussion of the suitability of the tested surface soils for use as stabilized subgrade.

Our recommendations for the roadway areas, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The costs associated with the aforementioned tasks will not exceed **\$6,900.00** without prior authorization from the client.

CLOSURE

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

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

Very truly yours,

ARDAMAN & ASSOCIATES, INC.



Jason P. Manning, P.E.
Branch Manager



PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name Hoag Avenue Improvements
Project Location Melbourne, Florida
Proposal Number and Date 2623-021; dated February 5, 2026
Description of Services Subsurface Exploration
Estimated Fee \$6,900.00

PROPERTY OWNER IDENTIFICATION:

Name _____
Property Identification Number _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

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

PROPOSAL ACCEPTANCE:

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

Accepted this _____ day of _____, 2026

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

(Signature of authorized representative)

(Print or type name of authorized representative and title)

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Compliance With Laws - A&A shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, guidance, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, including all applicable anti-bribery and anti-fraud regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act of 2010 and Economic Crime and Corporate Transparency Act of 2023, Brazilian Clean Companies Act, Corruption of Foreign Public Officials Act, and other laws as may apply.

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

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

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

9/17/25



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

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

Subject:

Consent Agenda

Background/Consideration:

- a. Increase annual spend by \$500,000 for Horizontal Directional Drill Services up to 8-inch Diameter for the Water Distribution Division, Timeline Group, LLC, Melbourne, FL (Primary) and Concurrent Utility Services, LLC, Rockledge, FL (Secondary) - estimated total annual amount of \$1,000,000.
- b. Second Amendment to the contract for the purchase of new fire hydrants for the Water Distribution Division, Fortiline, Inc. d/b/a Fortiline Waterworks, Inc., Daytona Beach, FL - estimated annual amount of \$198,437.40.
- c. Purchase of bulk gasoline and diesel fuel for various City Departments, Palmdale Oil Co. LLC, Ft. Pierce, FL and Sunoco LP, d/b/a Sunoco LLC, Newtown Square, PA - total estimated annual amount of \$860,000.
- d. Fifth Amendment to the contract for mowing of utility sites to add additional areas for various locations, Florida Premier Outdoor Services, LLC d/b/a Hannah's Lawn Service, Palm Bay, FL - estimated annual contract amount of \$290,274.
- e. Professional Services Selection for the Stormwater Quality Master Plan and authorization to negotiate a contract with Geosyntec Consultants, Inc., Titusville, FL.
- f. Contract award for Paving Services and Asphaltic Concrete, V.A. Paving, Inc., Cocoa, FL.
- g. Acceptance of the City of Melbourne's 2025 Annual Comprehensive Financial Report and the two Community Redevelopment Agency's Financial Reports.



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

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.a.

Subject:

Increase annual spend by \$500,000 for Horizontal Directional Drill Services up to 8-inch Diameter for the Water Distribution Division.

Background/Consideration:

Horizontal Directional Drilling (HDD), also known as trenchless technology, is a construction method used to install pipelines and other underground infrastructure with minimal surface excavation. The City of Melbourne has utilized this technology for decades and recognizes it as a preferred method for both installing new utilities and replacing aging or damaged infrastructure. City Council approved an annual spend of \$500,000 on June 10, 2025, and due to the increase of work, staff is requesting to increase the annual spend amount to \$1,000,000.

The City of Melbourne is currently implementing the Lead and Copper Initiative and has been identifying water mains and service lines that require replacement to comply with this program. In accordance with 40 CFR 141.2, 141.31(d), and 141.80 through 141.91, these identifications and replacements will be required during this and future fiscal years to maintain compliance with federal Lead and Copper Rule regulations.

Contract/Solicitation:

This contract was approved buy Council on June 10, 2025. This contract expires on June 17, 2026, and has five, 12-month renewals available.

Fiscal/Budget Impact:

Funding if sufficient in the following accounts:

- \$500,000 from operating account 62000533-534000 (Water Distribution - Other Contract Services)
- \$500,000 from Capital Improvement Project No. 30026 (Replace 2-4-6"-Water Mains)

Requested Action:

Increase annual spend by \$500,000 for Horizontal Directional Drill Services up to 8-inch Diameter for the Water Distribution Division, Timeline Group, LLC, Melbourne, FL (Primary) and Concurrent Utility Services, LLC, Rockledge, FL (Secondary) - estimated total annual amount of \$1,000,000.

City of
Melbourne
 The Harbor City
Procurement Division

Procurement Division • 900 E. Strawbridge Ave • Melbourne, Florida 32901 • (321) 608-7060 • Fax (321) 608-7070

PURCHASE AGREEMENT FOR SERVICES

HORIZONTAL DIRECTIONAL DRILL SERVICES UP TO 8" DIAMETER

This **PURCHASE AGREEMENT FOR SERVICES – HORIZONTAL DIRECTIONAL DRILL SERVICES UP TO 8" DIAMETER** (this "Contract") is entered into by and between the City of Melbourne, a Florida municipal corporation, who's address is 900 E. Strawbridge Avenue, Melbourne, FL 32901, hereinafter referred to as the **CITY**, and **The Timeline Group, LLC**, a Florida Limited Liability Company, whose principal address is 96 Carmen St, Melbourne, FL 32951 hereinafter referred to as the **PRIMARY CONTRACTOR**.

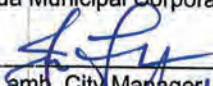
CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	VENDOR CONTACT:
Procurement Division Deena MacDavitt, Senior Buyer 901 E. Strawbridge Ave. Melbourne, FL 32901 Deena.macdavitt@mlbfl.org P: (321) 608-7063	Utilities Operations Division Nicholas Coster, Assistant Utilities Operations Superintendent 2881 Harper Road, Melbourne, FL 32904 Nicholas.coster@mlbfl.org P: (321) 608-5102	The Timeline Group, LLC Eric Raven, President 96 Carmen St, Melbourne, FL 32951 Eric@thetimelinegroup.com P: (321) 508-5636

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

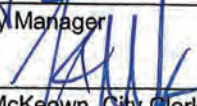
- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement – Services (Std Version 2/7/2024)
 - ☒ Exhibit A1: Statement of Work
 - ☒ Exhibit A2: Performance Standards
 - ☐ Exhibit A3: Maintenance Agreement
 - ☒ Exhibit A4: Pricing Schedule
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- Exhibit D: Specifications
 - ☒ Exhibit D1: Type of Solicitation (ITB) # ITB-B25011D-1-2025/DM as modified by addenda (the "ITB")
 - ☐ Exhibit D2: Request for Proposal # _____ as modified by addenda (the "RFP")
 - ☒ Exhibit D3: CONTRACTOR's Responsive Bid dated May 6, 2025 but only to the extent responsive to CITY's ITB, IFQ, or RFP (the "Bid")

CITY may purchase and CONTRACTOR shall provide the Services as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on June 18, 2025 (the Commencement Date"), subject to the Effective Date. This Contract expires on June 17, 2026 (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to five (5) one-year terms, subject to the Effective Date set forth herein.

CITY:
CITY OF MELBOURNE,
 a Florida Municipal Corporation


 Jenni Lamb, City Manager

6/12/25
 Date

ATTEST:

 Kevin McKeown, City Clerk

CONTRACTOR:
THE TIMELINE GROUP, LLC
 a Florida Limited Liability Company


 Signature

5/18/25
 Date

Name: Eric M. Raven
 Title: President

City Use Only

Initial Method of Procurement (mark):

☒ ITB #B25011D-1-2025/DM

☐ RFP # _____

☐ Exception: _____

Commencement Date: 6/18/2025 **

**Note: But effective no earlier than last of the parties to execute

Expiration Date: 6/17/2026

Renewal: ☐ No ☒ Yes: 5 terms ☐ Not Applicable

City Council Award Date: 6/10/25

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SERVICES

1. **DEFINITIONS**

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONTRACTOR incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Purchase Order" is CITY's document setting forth specific Services to be rendered and Order information.
- D. "Order" means CITY's authorization for CONTRACTOR to provide the Services defined in accordance with the CITY's Purchase Order sent to CONTRACTOR.
- E. "Service(s)" means the work which CONTRACTOR is to perform for CITY as set forth in Exhibit A1 in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.
- F. "Expiration Date" is defined as set forth on the first page of this Contract.

2. **TERM OF AGREEMENT**

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

3. **PRICING**

- A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein. The parties agree that 1% of the total payment to CONTRACTOR is the specific consideration from the CITY to CONTRACTOR for CONTRACTOR's indemnity agreement.
- B. The price charged CITY for any Service shall always be CONTRACTOR's lowest price charged any customer for that equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Service to any customer at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.
- C. In the event CONTRACTOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Services provided during the preceding thirty (30) days.
- D. All Applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONTRACTOR shall be stated separately on CONTRACTOR's invoice and borne by CONTRACTOR. In the event that CITY is prohibited by law from remitting payments to the CONTRACTOR unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONTRACTOR. CITY shall not reimburse CONTRACTOR for the amount of such taxes withheld.
- E. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city

governments. Upon request, applicable federal excise exemption certificates will be furnished to CONTRACTOR.

- F. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
- G. CITY reserves the right to have CONTRACTOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon CONTRACTOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONTRACTOR is found to not be complying with this Contract in any way, CONTRACTOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONTRACTOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. **INVOICING AND PAYMENT**

- A. Payment for Services as specified in the contract shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, Contractor must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. CONTRACTOR shall be responsible for and hold the CITY harmless for any and all payments to CONTRACTOR's vendors or subcontractors utilized in the performance of the Services.
- C. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
- D. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- E. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.
- F. No payments shall be made in advance of acceptance of services not covered under this Contract nor for Services not acceptable to CITY.
- G. CONTRACTOR agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- H. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. **NON-APPROPRIATION –**

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

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

6. NON-EXCLUSIVITY

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

7. TERMINATION

- A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.
- B. CITY may terminate this Contract upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Contract and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing CONTRACTOR with notice of default or an opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to CONTRACTOR but without an opportunity to cure if CITY determines CONTRACTOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONTRACTOR but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONTRACTOR's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.
- I. There shall be no charges for termination of orders for Services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could reasonably have avoided.
- J. Notwithstanding anything else in this Contract, failure to meet the performance date(s) in this Contract shall be considered a material breach of contract and shall allow CITY to terminate the order for the Services and/or any subsequent Orders in the Purchase Order without any liability.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies,

CONTRACTOR shall immediately notify CITY in writing and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to CITY.

9. SCHEDULING AND ORDERS

- A. CONTRACTOR shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.
- B. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Services under this Contract until such Services are specified in an issued Purchase Order.
- D. CONTRACTOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Contract.

10. WARRANTY

- A. CONTRACTOR represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in CONTRACTOR's trade or industry, and shall meet the descriptions and specifications provided on Exhibit A1 and the performance standards stated in Exhibit A2. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONTRACTOR's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONTRACTOR's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Contract or specifications, whether provided by CITY or furnished with the Item, may be returned to CONTRACTOR at CONTRACTOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.
- B. CONTRACTOR makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:
 - (i) Items will not infringe any party's intellectual property rights;
 - (ii) CONTRACTOR has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
 - (iii) Items are new, and of the grade and quality specified;
 - (iv) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONTRACTOR, and to any other agreed-to specifications; and
 - (v) Items conform to the manufacturing quality provisions set forth in Exhibit A2.
- C. If CONTRACTOR breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Services, CONTRACTOR shall, at CITY's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) CONTRACTOR shall promptly repair, replace, or refund the amount paid for such Items and Services; and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. CONTRACTOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

11. INDEPENDENT CONTRACTOR

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

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

12. SECURITY

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

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

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

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

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

15. INTELLECTUAL PROPERTY INDEMNIFICATION

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

16. GENERAL INDEMNIFICATION

CONTRACTOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR's breach of any term or provision of this

Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Items. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

17. COMPLIANCE WITH LAWS

- A. CONTRACTOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Contract. Lack of knowledge by CONTRACTOR shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONTRACTOR's personnel providing Services to the CITY.
- B. CONTRACTOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONTRACTOR represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONTRACTOR shall provide copies of CONTRACTOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONTRACTOR's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONTRACTOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONTRACTOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Contract, the CITY reserves the right to terminate this Contract in accordance with §448.095, Fla. Stat.
- E. Public Entity Crimes Statement. CONTRACTOR represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. CONTRACTOR acknowledges the continuous duty to disclose to the CITY if CONTRACTOR or any of its affiliates are placed on the convicted vendor list.
- F. CONTRACTOR shall maintain, for the duration of this Contract, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONTRACTOR certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONTRACTOR has falsely certified facts under this sub-paragraph or if CONTRACTOR is found to

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

- H. Foreign Gifts and Contracts. CONTRACTOR must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- I. Foreign Country of Concern. CONTRACTOR represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- K. CONTRACTOR agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONTRACTOR will perform only those Services identified on Exhibit A1 and will work only in areas designated for such Services. CONTRACTOR shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

- A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. The CITY reserves the right to audit the records of CONTRACTOR for the Services and Items provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of this Contract. Records relating to the performance of this Contract shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:
 - (i) As required by §119.0701, Fla. Stat., CONTRACTOR shall
 - (1) Keep and maintain public records required by the CITY to perform the Services.
 - (2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
 - (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
 - (4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to

perform the Service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

(ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.

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

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Contract contains the entire understanding between the CITY and CONTRACTOR with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONTRACTOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. CONTRACTOR shall not substitute the Items.
- C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
 - First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
 - Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
 - Third, these "Standard Terms and Conditions of Purchase Agreement – Services" incorporated by reference into the Contract.
 - Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting addenda and CONTRACTOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.
- D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.
- G. Notwithstanding anything else contained in this Contract, CITY

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

20. DISPUTES

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

21. ASSIGNMENT; SUBCONTRACTORS

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

require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY encourages and agrees to CONTRACTOR extending the pricing, terms and conditions of this Contract to other governmental entities at the discretion of CONTRACTOR.

23. APPLICABLE LAW

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

24. HEADINGS

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

25. SURVIVAL

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

26. TIME

Time is of the essence in the performance of this Contract.

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

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

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EXHIBIT A1

SCOPE OF SERVICES

Awarded BIDDER (hereinafter referred to as the "CONTRACTOR") shall furnish and deliver all Services (and Items incidental thereto) set forth herein, in compliance with the Performance Standards/Quality Requirements of Exhibit A2.

I. GENERAL DESCRIPTION

CONTRACTOR shall furnish all labor, materials, equipment, supervision and transportation necessary for horizontal directional drilling (HDD) services of various sized SDR11 DIPS-HDPE.

II. SITE LOCATION(S)

Site locations will be determined by the CITY.

III. SCOPE OF SERVICES

CONTRACTOR shall include but not be limited to obtaining all utility locates through Sunshine One-Call, furnishing all material, equipment's and labor for each of the projects listed below and having a contingency plan including backup equipment in the event of drilling failure.

IV. PRODUCT SPECIFICATIONS

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS." Bidders have the burden of proving product equivalency and shall provide adequate and sufficient technical data, drawings and details to clearly establish beyond all doubt that the proposed product or system meets or exceeds all express requirements contained in this ITB. **The City shall be the sole judge of equivalency and its decision shall be final.**

A. HDPE Pipe Standards

- ASTM D3261: Butt heat fusion polyethylene pipe and tubing.
- AWWA C-906/ASTM D3350. DR-11 HDPE (High Density Polyethylene) 12 AWG copper clad tracing wire; 2" to 12".
- Meet Pipe and Fitting requirements and be approved by the National Sanitation Foundation (NSF) meeting NSF 61 Standards.

B. Acceptable HDPE Pipe Manufacturers

- Performance Pipe;
- JM Manufacturing;
- National Pipe;
- Dura-line;
- CF/Central/Independent

C. Two (2) strands of 12 AWG copper clad steel conductor gage tracing wire shall be pulled in conjunction with, and in the same bore as the pipe.

D. Each end of said pipe shall have an appropriately sized MJ adapter attached by way of "butt fusion" and/or "mechanical insertion with stiffener and restraint".

E. Once installed, and prior to acceptance, tracing wire will be tested for continuity and signal strength.

F. Pipe and fittings shall be pressure tested at 150 psi for a period of two hours.

V. EXECUTION

- A. It shall be the CONTRACTOR's responsibility to perform the directional drilling work in strict conformance with the requirements of the agency in whose right-of-way or easement the work is being performed. Any special requirements of the agency such as insurance, flagmen, etc., shall be strictly adhered to during the performance of work. The special requirements shall be performed by the Contractor at no additional cost to the CITY.
- B. Pipe shall be handled, stored and joined in accordance with manufacturer's specifications and/or these Specifications.

VI. EXCAVATION

- A. Required directional drilling pits shall be excavated and maintained to minimum dimension. Said excavations shall be adequately barricaded, sheeted, braced and dewatered, as required, in accordance with the applicable portions of these Specifications.
- B. Excavation adjacent to the road pavement shall be performed in a manner to adequately support these facilities.

VII. DIRECTIONAL DRILLING OPERATIONS

- A. Installation shall be in a trenchless manner producing continuous bores.
- B. The tunneling system shall be remotely steerable and permit electronic monitoring of tunnel depth and location. Accurate placement of pipe within a +/-2-inch window is required both horizontally and vertically.
- C. Continuous monitoring of the boring head is required, including across open water. Equipment shall be fitted with a permanent alarm system capable of detecting an electrical current. The system shall have an audible alarm to warn the operator if the drill head contacts electrified cables.
- D. Contractor shall track and plot actual horizontal and vertical alignment of pilot hole at intervals not exceeding five feet (5'). Contractor shall provide the Engineer with position and inclination of the pilot hole. The system must be remotely steerable and permit electronic monitoring of tunnel depth and location.
- E. If unexpected subsurface conditions are encountered during the bore, the procedure shall be stopped. The installation shall not continue until the City has been consulted.
- F. The Contractor shall construct the pilot hole conforming to the following alignment requirements:
 - Pilot hole exit point shall be within five feet (5') horizontally of exit point shown.
 - Throughout its alignment, pilot hole shall be within five feet (5') of horizontal alignment shown and no shallower than vertical alignment shown.
 - Alignment shall have no intermediate high points that might trap air in pipe after installation.
 - Curvature of completed pilot hole shall not exceed that which after pipe installation will result in pipe wall stress greater than 0.50 yield stress.
- G. Acceptance: If pilot hole alignment fails to conform to specified requirements, Contractor shall drill a new pilot hole with alignment meeting specified requirements.
- H. Tunneling shall be performed by a steerable drill head with drill bit cutting process, utilizing a liquid clay, i.e. bentonite slurry drilling fluid. The drilling fluid will maintain tunnel stability and provide lubrication during the drilling process and to reduce frictional drag while the pipe is being installed. In addition, the clay fluid shall be totally inert and contain no environmental risk. The Contractor shall have a mobile spoils recovery system on-site to remove the drilling spoils from the access pits. The spoils shall be transported from the job site and be disposed of in accordance with local, state and federal regulations.

- I. Liquid clay type colloidal drilling fluid shall consist of high-grade, processed bentonite clay to consolidate cuttings of the soil, to seal the walls of the hole and to furnish lubrication for subsequent removal of cuttings. The slurry, shall be high in colloids of the bentonite type. Drilling fluid shall facilitate lubrication of the drill head, transport of drill cuttings stabilize the bore hole from collapse and inhibit the loss of slurry into surrounding formations. The drilling mud shall be in accordance with state/federal regulations and/or permit conditions. The Contractor shall install erosion and sedimentation control measures including, but not limited to, straw bales to prevent drilling mud from inadvertently spilling out of the entrance/exit pit.
- J. Mechanical, pneumatic, or water-jetting methods will be considered unacceptable due to the possibility of surface subsidence.
- K. After an initial bore has been completed, a reamer will be installed at the termination pit and the pipe will be pulled back to the starting pit. The reamer must also be capable of discharging liquid clay to facilitate the installation of the pipe into a stabilized and lubricated tunnel. All drilling fluids and cuttings brought to the surface shall be promptly removed and disposed of offsite.
- L. Upon completion of boring and pipe installation, the Contractor will remove all fluids, materials and spills from the starting and termination pits and project sites. All pits and project sites will be restored to their original condition.
- M. All waterways, ditches, wetlands and channels shall be protected by the Contractor from contamination by fluids and materials used and developed by the drilling process for this project. Contractor shall be fully responsible for any contamination of local waterways and wetlands by fluids and materials used and/or developed by the drilling process for this project.
- N. Contractor shall operate and maintain pedestrian and traffic barriers during all phases of construction activities and shall cover all open pits at the end of each working day.

VIII. REAMING PILOT HOLE AND PULLING PIPE

- A. Contractor shall obtain City's approval to proceed before enlarging pilot hole and pulling pipe into position. A City representative shall be present to monitor the pulling of the pipe. The contractor is to notify the City in writing forty-eight (48) hours prior to the operation.
- B. Pre-excavate pipe entry and receiving areas to provide a gradual entry of the pipe without stress to the pipe or joints and to allow free movement into the bore hole at an acceptable depth. Carefully guide pipe in such a manner as to avoid deformation of, or damage to, the pipe.
- C. The carrier pipe shall be pulled back through using the wet insertion construction technique. At the Contractor's option, the pipe may be installed full of water. The limits of the directional bore construction and plan view length of pipe are shown on the construction plans.
- D. While pulling pipe, Contractor shall enlarge pilot hole ahead of pipe to diameter sufficient for pulling pie into position.
- E. The pipe shall be installed in a manner that does not cause upheaval, settlement, cracking, movement or distortion of surface features.
- F. While pulling pipe, Contractor shall handle pipe in manner that does not overstress pipe. Limit radius of curvature along length of pipe during installation to minimum radius of one hundred feet (100'). If pipe buckles or is otherwise damaged, Contractor shall remove damaged section and replace it with new pipes at no additional expense to the City.
- G. Contractor shall protect interior lining and exterior coating from damage. Piping with gouges, cuts or scarring in excess of ten percent (10%) of the pipe wall thickness will not be accepted.
- H. Contractor shall pull pipe so that the minimum of ten feet (10') of pipe is exposed at both ends of bore. Pull back of product pipe shall be made in continuous single pull without interruptions or delays.
- I. Two strands of 12 AWG copper clad tracing wire shall be attached to the pipe in a manner that assures the wire will be affixed to the top of the pipe. The tracing wire shall be checked and verified for continuity.

- J. Contractor shall, after pulling pipe, clean exposed ends for installation of fittings.
- K. The maximum directional drill entry shall be twenty (20) degrees and maximum ring deflection shall be five percent (5%).

IX. HDPE PIPE MATERIALS

- A. Pipe shall be homogeneous throughout. It shall be free from voids, cracks, inclusions and other defects. It shall be uniform as commercially practical in color, density, and other physical properties. Pipe surfaces shall be free from nicks and scratches. Joining surfaces shall be free from gouges and imperfections that could cause leakage.
 - B. HDPE Pipe shall be of the class and color as specified herein:
 - Potable Water Main: Minimum DR-11, DIPS, Blue or longitudinal blue line striped with 12 AWG tracing wire.
 - Sewer Main: Minimum DR-11, DIPS, Green or longitudinal green line striped with 12 AWG tracing wire.
 - Reuse Main: Minimum DR-11, DIPS, Purple or longitudinal purple line striped with 12 AWG tracing wire.
 - C. Joints:
 - The fuse joints shall provide a leak tight joint and a positive seal against pressure or vacuum.
 - Mechanical coupled joints shall maintain leak tight joints when subjected to the same hydrostatic tests designated for the pipe.
 - End Fittings; Contractor shall install mechanical joint transition, restraints and fittings at ends of pipe for attachment of adjacent sections of pipe. Main line fittings and valves are to be MJ and restrained. This will require an HDPE by MJ adapter on each side of the fitting/valve. Said adapter can be either butt-fused or mechanical insertion with stiffener and restraint.
 - D. Butt fusion is preferred. Mechanical insertion will be allowed on a case by case basis as approved by City.
 - E. Heat Fusion: Joints between plain end pipes and HDPE fittings shall be made by butt fusion or mechanical insertion with stiffener and restraints when possible. The on-site welder making the joints (butt fusion) shall have received specific training from the manufacturer of the fittings and/or pipe being welded and shall have written proof of proper training/certification from the associated manufacturers. Only certified welders who have written training certifications from the fitting and/or pipe manufacturer will be allowed to perform this work.
 - F. To butt weld pipe, the on-site welder (employee) must be trained and certified by the pipe manufacturer. The fusion work shall be accomplished (welding and cool-down/closing times) in accordance with the fitting and pipe
- MJ Adapter for HDPE
- Central
 - Integrity
 - Orion
 - Performance

X. PRESSURE TESTING

- A. HDPE pipe shall be pressure tested prior to pull back into the borehole. Pressure testing shall be in conformance with City of Melbourne "Technical Provision for Construction of Water Distribution System". Concurrent with above grade pipe testing, Contractor shall visually inspect pipe for leaks.
- B. After pulling pipe into position, but before attachment of adjacent sections of pie, Contractor shall pressure test pipe as specified in City specifications. Contractor shall wait a minimum of twenty-four (24) hours before pressure testing of pipe.

- C. In the case of pipelines that fail to pass leakage test, the Contractor shall determine the cause of the leakage, shall take corrective measures necessary to repair the leaks, and shall again test the pipelines. In the event the leakage cannot be repaired, the Contractor shall abandon the pipe in accordance with these specifications.

XI. PIPE ABANDONMENT

- A. In the event of failure to install pipe, Contractor shall retain possession of pipe and remove it from site. Contractor shall completely fill bore hole with grout or sand so as to prevent future settlement.
- B. If pipe cannot be withdrawn, Contractor shall cut pipe off at least three feet (3') below ground surface and cap ends of pipe with blind flange. Contractor shall fill annular space with grout.

XII. TRAFFIC CONTROL

- A. The CONTRACTOR shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control/MOT plan in conformance with the latest version of the Florida Department of Transportation's (FDOT) Manual of Uniform Traffic Control Devices (MUTCD) must be submitted to the CITY for each separate street where work will be performed as deemed necessary by CITY. Free-hand drawings will not be accepted.
- B. The CONTRACTOR shall ensure that each person whose actions affect temporary traffic control zone safety, from upper-level management through field personnel, has received training appropriate to the job decisions each individual is required to make concerning traffic control.
- C. The CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY.
- D. All sidewalk repairs will have Type 1 barricades with "Sidewalk Closed" signs at the beginning and end of each excavation site.
- E. No street shall be closed without written approval from the City of Melbourne.
- F. All construction signage shall be reflective and "like new" in appearance. The City of Melbourne may require that the signs be replaced which do not meet these requirements.
- G. Construction signage shall not be removed from work zone until approved by the City of Melbourne.

XIII. PERMITTING

It shall be the responsibility of the City to obtain all permits for work done under this contract.

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EXHIBIT A2

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Product Description/Specifications attached and incorporated as Exhibit A1 to the ITB, all Services provided by the CONTRACTOR shall conform to the following:

I. GENERAL REQUIREMENTS

- A. CONTRACTOR shall comply with all federal, state and local laws and regulations.
- B. CONTRACTOR shall be licensed by the State of Florida as an "Underground Utility and Excavation" contractor.
- C. CONTRACTOR shall possess a "manufacturer's installation certification" to install product in the State of Florida.
- D. CONTRACTOR's services shall not unreasonably impede, interfere or delay operations or activities at CITY facilities.
- E. All work shall be performed between the hours of 7:30 AM and 4:00 PM, Monday through Friday, excluding CITY observed holidays, unless prior approval by the CITY is obtained.
- F. Safety Data Sheet (SDS) - Under the terms of the Florida Right - to - Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance to the CITY.

II. COMMENCEMENT OF WORK

Work on each project shall begin within ten (10) working days of receipt of Purchase Order. Work on each project shall be completed within five (5) days of initial mobilization to specific site.

III. INSPECTION OF WORK

- A. The CITY shall have full control and direction of the Work in all respects. The CITY shall at all times have the right to inspect the Work and the Site. If requested by the CITY, the CONTRACTOR shall uncover any of the Work for inspection and replace same, all at the CONTRACTOR's expense. The CONTRACTOR shall furnish all reasonable means for obtaining such information as the CITY may desire, regarding the quality of the Work and materials and the manner of conducting the Work.
- B. The CITY shall schedule and participate in a final inspection of the completed project by building official or other approving official, as applicable. Project areas shall be inspected and certified that all installation was in accordance with manufacturer's specifications. Any deficiencies found during final inspection shall be promptly corrected by the CONTRACTOR at no cost to the CITY and to the CITY's satisfaction. Work completed without the required inspection may be required to be removed and reinstalled at CONTRACTOR's expense.
- C. Should CONTRACTOR fail or refuse to remove and renew any defective Work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the CITY shall have the authority to cause the unacceptable or defective Work to be removed or renewed, or such repairs as may be necessary to be made at the CONTRACTOR's expense. Continued failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the CITY to declare the Contract default, in which case the CITY, at its option, may purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any monies due, or which may become due him.

- D. Failure of the CITY to discover and reject any defective Work or material shall not prevent later rejection when such defect is discovered, nor will it obligate the CITY to final acceptance.

IV. CHANGES/MODIFICATIONS IN WORK

- A. The CITY may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of written "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen Work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements.
- B. The CITY reserves the right to make such changes in the Scope of Work within the general scope of the Contract at any time by a written Change Order that may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. In making any change, the charge or credit for the change shall be approximately determined by one of the following methods prior to the issuance of the order for the changed Work.
- 1) The change order shall set a total lump sum price for the change in the Work of the CONTRACTOR, including the CONTRACTOR's overhead and profit; also, the change order shall specify whether the amount is to be added to or deducted from the original contract price.
- 2) When the price for the Work is determined on the basis of the number of units used, estimate the number of units which are changed, multiply the estimated number of unit(s) by the price (the price shall include the CONTRACTOR's overhead and profit) and this new total shall be specified on the change order as to whether it is to be added or deducted from the original contract price.
- C. Should the CONTRACTOR encounter, or the CITY discover conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character, the attention of the CITY shall be called immediately to such conditions before they are disturbed (notice to be provided to the CITY in writing.) The CITY shall thereupon promptly investigate the conditions, and if CITY finds they do so materially differ, the Contract shall, with the written approval of the CITY, be modified to provide for any increase or decrease of cost, or difference in time resulting from such conditions.
- D. CONTRACTOR shall not proceed with the changes in the Work until a formal purchase order change order is received from the Procurement Division. The CONTRACTOR shall keep a tally of the correct amount of the costs of the changes together with all vouchers, invoices, etc., as directed by the CITY. These records shall be made available to the CITY at all times upon request. CONTRACTOR shall, when required by the CITY, furnish to the CITY an itemized breakdown of the quantities and prices used in computing the value of any proposed change order.

V. JOB SITE PERFORMANCE AND GUIDELINES

All work performed by the Contractor for the City shall be done in a safe and professional manner and meet all requirements of all applicable agencies and jurisdictions.

- A. The CITY shall determine, with the guidance of the CONTRACTOR, the specific location and length of the directional drill to be performed.
- B. CONTRACTOR shall set up and maintain Maintenance of Traffic (MOT).
- C. CONTRACTOR shall be responsible for site restoration of both the launching and receiving sites.
- D. CONTRACTOR shall clean up and remove from job site, any and all material remaining after directional drill is complete to the satisfaction of the CITY.
- E. CONTRACTOR shall dispose of all materials in a safety manner and in accordance with all local/state requirements.

VI. SAFETY REQUIREMENTS

- A. In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the Contract.
- B. CONTRACTOR shall provide, erect, and maintain, at its own expense, barricades, danger warnings, and detour signs whenever they may be necessary. CONTRACTOR shall place sufficient lights on and/or near the Work and keep them illuminated from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protections about the Work; provide all guards by day or night and take all other precautions that may be necessary.
- C. CONTRACTOR shall maintain a list of hazardous material used in the performance of the Work and shall update the list as applicable.

VII. CONTRACTOR PERSONNEL/VEHICLES/EQUIPMENT

A. Personnel

- 1. CONTRACTOR shall ensure that all Work is performed by persons qualified in the respective trades necessary to properly complete the Work.
- 2. CONTRACTOR personnel performing under this Contract shall, at all times, possess a valid State of Florida vehicle operator license appropriate for the class of vehicle.
- 3. CONTRACTOR's personnel and subcontractors used on this CITY project shall be easily identifiable as CONTRACTOR personnel. CONTRACTOR agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on CITY property.
- 4. All CONTRACTOR personnel performing under this Contract shall follow appropriate CITY safety and check in/check out policies and procedures for each site. These policies and procedures will be provided by the CITY prior to commencement of work.

B. Vehicles/Equipment

- 1. CONTRACTOR vehicles used in the performance of this Contract shall have Company name and telephone number prominently displayed.
- 2. All vehicles must be maintained in good repair, appearance and sanitary condition at all times.
- 3. The CITY reserves the right to inspect the CONTRACTOR'S equipment and vehicles at any time to ascertain said condition
- 4. The directional boring equipment shall be designed and constructed for the intended purpose of installing the appropriate diameter pipe. Directional boring equipment shall be manufactured by a national company with a minimum of ten (10) years' experience in the manufacture of such equipment.
- 5. CONTRACTOR shall use equipment that is in good working condition and free of damage, including drilling machine drill pipe, drill bits, cables, pipe pulling devices, swivels, tracking equipment and all other equipment necessary for a complete horizontal directional bore installation.

VIII. SUBCONTRACTORS

Horizontal Directional Drilling must be completed by the CONTRACTOR, no exceptions. Sub-contractors may be utilized for all other functions within the contract. CONTRACTOR shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by CONTRACTOR. Nothing contained in the Contract documents shall create, nor be interpreted to create any contractual relationship whatsoever between the CITY and any subcontractor or any person except the CONTRACTOR. CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the CITY.

IX. USE AND MAINTENANCE OF PREMISES

- A. The CITY's Water Treatment Plant and Water Reclamation Facilities are restricted areas and will require an escort.
- B. CONTRACTOR shall provide clear and safe passageways in and around structure during project.
- C. CONTRACTOR shall keep the premises clean and orderly during the course of the Work and shall be broom cleaned upon completion. CONTRACTOR shall provide at least one (1) container on site for the collection of waste materials, rubbish and debris. CITY waste containers shall not be used. CONTRACTOR shall not allow the accumulation of debris, rubbish and waste materials to accumulate and become unsightly or hazardous. All items removed must be properly disposed of in compliance with all federal, state and local laws and ordinances.
- D. At the conclusion of each Work Day, CONTRACTOR is to remove debris from the ground surrounding the Work site. At regular intervals during the Work progress, the site shall be cleaned, and waste materials must be removed from the site. Drop cloths or other appropriate protective materials or devices shall be used at all times to protect items and the grounds during construction or painting.
- E. Upon final completion of the Work and before acceptance and final payment shall be made, CONTRACTOR shall clean and remove from the site, the right-of-way, and adjacent property, all surplus and discarded materials, rubbish, and temporary structures. The CONTRACTOR shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area. The placing of materials of every character, rubbish, or equipment on the abutting property -- with or without the consent of the property owner(s) -- shall not constitute satisfactory disposal. If the Work is of such a character as may be done by block or sections, the CONTRACTOR may be required to promptly remove and dispose of accumulated rubbish, debris, or surplus materials from blocks or sections as completed or partially completed. No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of Work.
- F. Any damages done to the property on the site or to adjacent property caused by the CONTRACTOR, any of his employees or sub-contractors shall be repaired or replaced by the CONTRACTOR at no expense to the CITY and to the CITY's satisfaction. In the event CONTRACTOR does not immediately repair, to the satisfaction of the CITY, damage to public and/or private property, the CITY may correct such damage and deduct the costs due to CONTRACTOR. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover the amount of the deduction, the CONTRACTOR shall pay the difference to the CITY.
- G. In the event of severe weather CONTRACTOR shall immediately take all protective actions necessary to secure site(s), materials, debris and equipment to the satisfaction of the CITY. All construction materials and equipment shall be secured against displacement by wind forces.

X. CONTRACT PRICE ADJUSTMENTS

Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to City of Melbourne sufficient to justify the requested increase. This includes certified letter from manufacturer showing price increase to VENDOR and providing basis for requested increase such as fuel increases or other demonstrable circumstances. The CITY will be the sole judge as to the acceptability of sources. Acceptance

of a request will be at the sole discretion of the CITY. Original contract pricing shall be firm for a 6-month period. Approved price adjustments shall remain unchanged for no less than six (6) month intervals thereafter unless due to extraordinary circumstances as documented by the VENDOR and concurred with by the CITY. A written request for a price adjustment, with proper documentation i.e., a Letter from the Supplier stating a price increase in raw materials, shall be submitted a minimum of thirty (30) calendar days in advance of a proposed effective date. Unreasonable requests, or requests without proper documentation will be rejected. An approved price increase will become effective upon executed Contract amendment. Retroactive price increase adjustments will not be considered. Price decreases may be requested by the CITY at any time and implemented upon mutual consent of the parties.

If VENDOR receives any price decreases from the manufacturer of product, VENDOR shall notify the CITY within twenty-four (24) hours of such price decrease and pass price decrease on to the CITY.

Failure to reach agreement on a request for an increase or decrease in price(s) can, at the sole option of the CITY, result in the termination of the Agreement for cause.

XI. INVOICING

- A. The CITY shall pre-audit bills, invoices, and/or charges submitted by the CONTRACTOR and pay the CONTRACTOR only for approved bills, invoices, and/or charges. The CITY shall ensure that all CONTRACTOR bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

The CITY will review the invoices to determine accuracy of percentage of Work completed and accepted by the CITY

Invoices shall include the following information:

- Company Name
 - Remittance address on the face of invoice
 - CITY Purchase Order Number
 - Contract Number
 - Invoice Number
 - Date of delivery of goods
 - Delivery location/address
 - Description of goods provided per line item (include part #s as applicable)
 - Unit prices and extended total prices of goods provided
 - Allowable discounts
- B. A proper invoice shall be considered received after it is date stamped by the CITY's Director of Finance. If CONTRACTOR submits an improper invoice, the CITY shall, within 10 days after receipt of said invoice, notify CONTRACTOR, in writing, that the invoice is improper and indicate the action(s) needed to correct the invoice.
- C. Mobilization shall be charged according to the time the City makes initial contact with successful contractor. Example: City personnel contacts contractor at 3:55 p.m. on regular business work day; this shall be considered and invoiced as a mobilization during normal working hours. If contractor is contacted by City personnel at 4:05 p.m., this shall be considered and invoiced as a mobilization after regular hours.

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Exhibit A4 Pricing Schedule
HORIZONTAL DIRECTIONAL DRILL SERVICES UP TO 8" DIAMETER
ITB-B25011D-1-2025/DM

BIDDERS:				The Timeline Group, LLC	
Item #	Estimated Qty	UOM	Description	Unit Price	Extended Price
HORIZONTAL DIRECTIONAL DRILLING (HDD) SERVICES					
A-1	3,000	foot	2" SDR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 21.50	\$ 64,500.00
A-2	3,000	foot	2" SDR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 21.00	\$ 63,000.00
A-3	4,000	foot	2" SDR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 18.25	\$ 73,000.00
A-4	3,000	foot	2" SDR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 18.00	\$ 54,000.00
B-1	250	foot	4" SDR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 41.75	\$ 10,437.50
B-2	500	foot	4" SDR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 37.00	\$ 18,500.00
B-3	500	foot	4" SDR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 35.50	\$ 17,750.00
B-4	501	foot	4" SDR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 35.00	\$ 17,535.00
C-1	500	foot	6" SDR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 58.00	\$ 29,000.00
C-2	500	foot	6" SDR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 57.00	\$ 28,500.00
C-3	4,000	foot	6" SDR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 49.50	\$ 198,000.00
C-4	1,000	foot	6" SDR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 47.75	\$ 47,750.00
D-1	50	foot	8" SDR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 90.00	\$ 4,500.00
D-2	100	foot	8" SDR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 90.00	\$ 9,000.00
D-3	500	foot	8" SDR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 89.00	\$ 44,500.00
D-4	501	foot	8" SDR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 88.70	\$ 44,438.70
H-1	100	Each	2" MJ adapter	\$ 300.00	\$ 30,000.00
H-2	20	Each	4" MJ adapter	\$ 285.00	\$ 5,700.00
H-3	50	Each	6" MJ adapter	\$ 395.00	\$ 19,750.00
H-4	10	Each	8" MJ adapter	\$ 495.00	\$ 4,950.00
CAD AS-BUILTS					
I-1		Hour	CAD As-Builts including mobilation, pre-survey & staking	\$ 295.00	\$ 295.00
CORE DRILL WITH BOOT AND TIE IN INCLUDED					
J-1		Each	core drill to host 2" force main (Boot and tie-in <u>INCLUDED</u>)	\$ 2,300.00	\$ 2,300.00
J-2		Each	core drill to host 4" gravity/force main (Boot and tie-in <u>INCLUDED</u>)	\$ 3,000.00	\$ 3,000.00
J-3		Each	core drill to host 6" gravity/force main (Boot and tie-in <u>INCLUDED</u>)	\$ 3,250.00	\$ 3,250.00
J-4		Each	core drill to host 8" gravity/force main (Boot and tie-in <u>INCLUDED</u>)	\$ 3,500.00	\$ 3,500.00
TOTAL BASE PRICE:					\$ 797,156.20
TOTAL COST FOR ITEMS A-1 - J-4					\$ 797,156.20

Item #	Estimated Qty	UOM	Description	Unit Price
OPTIONAL PRICING:				
OP-1	1	Each	1" Tap with 1" Service Saddle	\$ 1,217.00
OP-2	1	Each	2" Tap with 2" Service Saddle	\$ 1,304.00
OP-3	1	Each	4" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,023.00
OP-3X	1	Each	4" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 4,843.00
OP-4	1	Each	6" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,051.00
OP-5	1	Each	6"x4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,415.00
OP-6	1	Each	6"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,219.00
OP-7	1	Each	8" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,082.00
<u>OP-7X</u>	<u>1</u>	Each	8" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,480.00
OP-8	1	Each	8"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,361.00
OP-9	1	Each	8" x 8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 7,803.00
OP-10	1	Each	10" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,112.00
OP-10X	1	Each	10" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,696.00
OP-11	1	Each	10"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,597.00
OP-12	1	Each	10"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8,086.00
OP-13	1	Each	12" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,362.00
OP-13X	1	Each	12" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,921.00
OP-14	1	Each	12"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,891.00
OP-15	1	Each	12"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8,513.00
OP-17	1	Each	6" Fire Hydrant Assembly FURNISH and Install	\$ 8,360.00
OP-18X	1	Each	4" C-900 Pipe Installed (20' Section)	\$ 662.00
OP-18	1	Each	6" C-900 Pipe Installed (20' Section)	\$ 918.00
OP-19	1	Each	8" C-900 Pipe Installed (20' Section)	\$ 1,278.00
OP-22X	1	Each	2" Line Stop with Stainless Steel Sleeve	\$ 7,318.00
OP-22XX	1	Each	4" Line Stop with Stainless Steel Sleeve	\$ 8,994.00
OP-22	1	Each	6" Line Stop with Stainless Steel Sleeve	\$ 9,143.00
OP-23	1	Each	8" Line Stop with Stainless Steel Sleeve	\$ 10,403.00
OP-26	1	Each	Single Service Complete	\$ 1,426.00
OP-27	1	Each	Double Service Complete	\$ 1,673.00
OP-28	1	foot	1" SDR9, 2" casing (0-50 ft. install)	\$ 26.00
OP-29	1	foot	1" SDR9, 2" casing (51-100 ft. install)	\$ 21.00
OP-30	1	Each	connect to existing meter	\$ 149.00
OP-31 a	1	Each	Furnish and install 2" gate valve on new HDPE	\$ 1,493.00
OP-31 b	1	Each	Furnish and install 4" gate valve on new HDPE	\$ 2,495.00
OP 31 c	1	Each	Furnish and install 6" gate valve on new HDPE	\$ 3,050.00
OP-31 d	1	Each	Furnish and install 8" gate valve on new HDPE	\$ 4,007.00
OP-32	1	Each	Connect to existing 2" valve/main	\$ 860.00
OP-33	1	Each	Connect to existing 4" valve/main	\$ 1,161.00
OP-34	1	Each	Connect to existing 6" valve/main	\$ 1,335.00
OP-35	1	Each	Connect to existing 8" valve/main	\$ 1,961.00
OP-38	1	Each	Pre Con Video	\$ 974.00
OP-39	1	Each	Dewatering	\$ 6,235.00

Item #	Estimated Qty	UOM	Description	Unit Price
OP-39X	1	LF	Clearing and Grubbing	\$ 13.00
OP-39XX	1	LF	Grout Existing Line (4" to 8")	\$ 15.00
Traffic Control - FDOT Right of Way				
OP-40	1	Setup	Flagman	\$ 831.00
OP-41	1	Setup	Arrow Board	\$ 91.00
OP-42	1	Setup	Barricades	\$ 65.00
OP-43	1	Setup	Lane Dividers	\$ 78.00
Traffic Control - City Right of Way				
OP-44	1	Setup	Flagman	\$ 831.00
OP-45	1	Setup	Arrow Board	\$ 91.00
OP-46	1	Setup	Barricades	\$ 65.00
OP-47	1	Setup	Lane Dividers	\$ 78.00
Traffic Control - County Right of Way				
OP-48	1	Setup	Flagman	\$ 831.00
OP-49	1	Setup	Arrow Board	\$ 90.00
OP-50	1	Setup	Barricades	\$ 64.00
OP-51	1	Setup	Lane Dividers	\$ 77.00
OP-52	1	each	Sidewalk Replacement 5' x 5' section	\$ 1,100.00
OP-53	1	each	Asphalt patch, 5' x 5' section	\$ 1,225.00
OP-54	1	each	asphalt patch, 10' x 10' section	\$ 1,700.00
OP-55	1	DY	Maintenance of Traffic (includes DOT Plan)	\$ 400.00
OP-56	1	Each	Furnish and Replace Sod (Per 5'x5' Section)	\$ 500.00

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Bid.**

This Contract is awarded based on CONTRACTOR's Bid responding to the CITY's ITB. CONTRACTOR represents and warrants that all information and representations contained in the BID is truthful to the best of the CONTRACTOR's knowledge and belief and CONTRACTOR hereby restates and affirms all representations contained in the Bid.

2. **Performance Bonds**

- A. Performance/Payment Bond shall be required for each individual project exceeding fifty thousand (50,000) dollars. Successful CONTRACTOR shall submit a performance and payment bond within three (3) business days after receipt of Purchase Order from the CITY in the amount of 100% of the total Purchase Order price as security for the faithful performance of this Contract and for the payment of all persons providing goods and services for the project. If the value of the contracted work increases, the CONTRACTOR shall be required to provide an updated performance bond in an amount equal to the new value. CONTRACTOR shall provide the CITY with a certified copy of the recorded bond before commencement of work. Bonds shall be executed by surety authorized to do business in the State of Florida and have an A.M. Best bond rating of "A - Excellent" or better.
- B. If a performance and payment bond is required for a specific project, the CITY will reimburse that actual cost of the premium with supporting documentation.
- C. In accordance with §255.05(1), Florida Statutes, Contractor shall ensure that the performance and payment bond shall be recorded in the public records of Brevard County. Contractor shall provide the City with a certified copy of the recorded bond BEFORE commencing work or recommencing work. The City, as a public entity, shall not make payment to the Contractor until the Contractor has complied with this section.

3. **Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the City Procurement Contact as identified on the cover page of this Contract. Notice and communication with the City regarding the Services shall be directed to the City Department Contact as identified on the cover page of this Contract. Invoices shall be directed to City of Melbourne, Accounts Payable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in the address/addressee to the CONTRACTOR shall be directed to the following Contact.
- C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return requested and shall be addressed as follows:

If to the CITY:

Procurement Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue,
Melbourne, Florida 32901

If to the CONTRACTOR

The Timeline Group
96 Carmen St
Melbourne, FL 32951
Attention: Eric Raven, President

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

C. Insurance Requirements

- A. Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the CITY of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed. The CONTRACTOR shall require each Subcontractor to maintain Subcontractor's Commercial General Liability Insurance coverage with insurance company licensed in the State of Florida in amounts satisfactory to the CONTRACTOR or insure the activities of the Subcontractors in CONTRACTOR's own policy.
- B. Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR to maintain only Hired & Non-Owned Auto Liability Insurance.
- C. Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. CONTRACTOR shall require their Subcontractor(s) similarly to provide Worker's Compensation Insurance for all of the latter's employees engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of employees not otherwise protected.
- D. Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the CITY of Melbourne has been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance.
- E. All coverage for CONTRACTOR's subcontractors shall be subject to all of the requirements stated herein.

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EXHIBIT D1

INVITATION TO BID

On file in Procurement Division

EXHIBIT D3

CONTRACTOR'S RESPONSIVE BID

On file in Procurement Division

City of Melbourne, Florida
Summary of Action – Regular Meeting of the City Council
June 10, 2025

- e. Amendment No. 3 to the Continuing Contract for Professional Consulting Services for Water and Wastewater Hydraulic Modeling and Permitting, CHA Consulting, Inc., Winter Springs, FL.
- f. Second Amendment to increase annual contract pricing by \$19,500 for citywide concrete work for annual as-needed work for the Streets, Parks and Golf Divisions, A. Thomas Const. Inc., Fort Pierce, FL - estimated annual amount of \$360,925 and estimated contract amount of \$1,443,700.
- g. Contract award for Horizontal Directional Drill Services up to 8" Diameter for the Water Distribution Division, Timeline Group, LLC, Melbourne, FL (Primary), and Concurrent Utility Services, LLC, Rockledge, FL (Secondary) - estimated annual amount \$500,000.
- h. Fourth Amendment to the Construction Agreement for traffic signal repair for emergency work, Traffic Control Devices, LLC, Altamonte Springs, FL.
- i. Custody Agreement with U.S. Bank National Association, Minneapolis, MN - estimated annual spend of \$19,870.

Approved.

16. ITEMS REMOVED FROM THE CONSENT AGENDA

17. Purchase of 15 Stryker LIFEPAK 35 Cardiac Monitors with ProCare maintenance plan for the Fire Department, Stryker Emergency Care, Redmond, WA - \$1,034,658.30.

Approved.

18. **Ordinance No. 2025-29:** (First Reading) An ordinance amending the duties and composition of the Beautification and Energy Efficiency Board.

Approved. The second reading/public hearing will be advertised for the July 8 meeting.

19. Revisions to the Citizen Participation Plan as required by the Community Development Block Grant (CDBG) Program.

Approved.

20. Community Development Block Grant (CDBG) Program FY 2025-2026 Funding and Annual Action Plan.

Approved.

21. HOME Investment Partnership Program



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

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.b.

Subject:

Second Amendment to the contract for the purchase of new fire hydrants for the Water Distribution Division.

Background/Consideration:

The Water Distribution Division is responsible for replacing broken, damaged, or aging fire hydrants throughout the City of Melbourne and the beachside service areas. This work ensures reliable, high-flow water sources are available to the fire departments to help mitigate potential loss of life and property damage during fire emergencies. The City maintains more than 5,600 fire hydrants that must be kept in proper working condition. Each year, a number of these hydrants require replacement due to age, damage, or operational deficiencies, making this contract essential to maintaining the City's fire protection infrastructure.

On May 14, 2024, City Council approved a contract with Fortiline, Inc. d/b/a Fortiline Waterworks, Inc., for the purchase of fire hydrants. Due to rising costs of materials and goods, the vendor has requested a nine percent (9%) price increase on fire hydrants.

On February 19, 2025, the City Manager executed a First Amendment to the contract to renew for an additional 12-month term beginning May 27, 2025 through May 26, 2026.

Contract/Solicitation:

This contract was approved by Council on May 14, 2024. This contract expires on May 26, 2026, and has four, 12-month renewals available.

Fiscal/Budget Impact:

Funding is available from operating account 62000533-546250 (Water Distribution - Repair and Maintenance-Fire Hydrants). The estimated annual amount is \$198,437.40. The estimated amount for the remainder of Fiscal Year 2026 is \$78,000.

Requested Action:

Approval of the Second Amendment to the contract for the purchase of new fire hydrants for the Water Distribution Division, Fortiline, Inc. d/b/a Fortiline Waterworks, Inc., Daytona Beach, FL - estimated annual amount of \$198,437.40.

City of Melbourne

SECOND AMENDMENT TO PURCHASE AGREEMENT FOR GOODS

Fire Hydrants

Contract No. B24014C-0-2024/CM

This Second Amendment to Purchase Agreement for Goods No. B24014C-0-2024/CM, Fire Hydrants is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, FL 32901 (the "CITY") and **FORTILINE WATERWORKS**, a Florida limited liability company whose principal address is 4394 Trotters Way, Lakeland, FL 33801 (the "VENDOR") (Collectively the "Parties").

The CITY and the VENDOR agree as follows:

1. The Contract entered into on May 27, 2024, is hereby renewed for an additional twelve (12) month term beginning May 27, 2026 through May 26, 2027. Also, to change the price error on item 4 estimated annual cost.
2. Amendment to the Contract. In interpreting this amendment, underlined text is new text inserted into the Contract and ~~stricken through~~ language is text deleted from the Contract.
 - A. Exhibit A4- Pricing Schedule is amended (Revised Exhibit A4 attached).
3. Except as expressly provided in this Second Amendment to Purchase Agreement for Goods No. B24014C-0-2024/CM, Fire Hydrants, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the VENDOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the VENDOR that would require the waiver or consent of the other party.

This Second Amendment shall become effective upon the last of the parties to sign.

CITY OF MELBOURNE, FLORIDA

A Florida municipal corporation

FORTILINE WATERWORKS

A Florida limited liability company

By: _____ Date _____
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

By: Jeffrey T Hobbs Date 03/05/26
Name: Jeff Hobbs
Its: Municipal Accounts Manager
952 Big Tree Rd
Daytona Beach, FL 32119

Attest: _____
Kevin McKeown, City Clerk

EXHIBIT A4**REVISED PRICING SCHEDULE**

VENDOR shall provide all Goods set forth in this Contract for the cost stated below.

Item	Description	UOM	Est. Annual Qty	Unit Cost	Est. Annual Cost
1	Fire Hydrant with a 24” burying height, per bid specifications. Acceptable Manufacturers: Mueller Super Centurion A-423 with stainless steel break away coupling; American Darling B-84-B with stainless steel break away coupling or Clow Medallion F2545 with stainless steel break away coupling ONLY	Each	5	\$2,364.20 <u>\$2,576.98</u>	\$11,821.00 <u>\$12,884.89</u>
	Proposed Manufacturer: Mueller				
2	Fire Hydrant with a 42” burying height, per bid specifications. Acceptable Manufacturers: Mueller Super Centurion A-423 with stainless steel break away coupling; American Darling B-84-B with stainless steel break away coupling or Clow Medallion F2545 with stainless steel break away coupling ONLY	Each	10	\$2,572.75 <u>\$2,804.30</u>	\$25,727.50 <u>\$28,042.98</u>
	Proposed Manufacturer: Mueller				
3	Fire Hydrant with a 48” burying height, per bid specifications. Acceptable Manufacturers: Mueller Super Centurion A-423 with stainless steel break away coupling; American Darling B-84-B with stainless steel break away coupling or Clow Medallion F2545 with stainless steel break away coupling ONLY	Each	50	\$2,617.35 <u>\$2,852.91</u>	\$130,867.50 <u>\$142,645.58</u>
	Proposed Manufacturer: Mueller				
4	Fire Hydrant with a 60” burying height, per bid specifications. Acceptable Manufacturers: Mueller Super Centurion A-423 with stainless steel break away coupling; American Darling B-84-B with stainless steel break away coupling or Clow Medallion F2545 with stainless steel break away coupling ONLY	Each	5	\$2,727.33 <u>\$2,972.79</u>	\$10,909.32 <u>\$14,863.95</u>
	Proposed Manufacturer: Mueller				
Total Estimated Annual Cost					\$179,325.32 <u>\$198,437.40</u>

City of Melbourne
FIRST AMENDMENT TO PURCHASE AGREEMENT FOR GOODS

Fire Hydrants
Contract No. B24014C-0-2024/CM

This First Amendment to Purchase Agreement for Goods No. B24014C-0-2024/CM, Fire Hydrants is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, FL 32901 (the "CITY") and **FORTILINE WATERWORKS**, a Florida limited liability company whose principal address is 4394 Trotters Way, Lakeland, FL 33801 (the "VENDOR") (Collectively the "Parties").

The CITY and the VENDOR agree as follows:

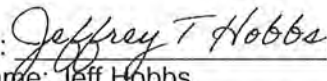
1. The Contract entered into on May 27, 2024, is hereby renewed for an additional twelve (12) month term beginning May 27, 2025 through May 26, 2026.
2. Except as expressly provided in this First Amendment to Purchase Agreement for Goods No. B24014C-0-2024/CM, Fire Hydrants, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the VENDOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the VENDOR that would require the waiver or consent of the other party.

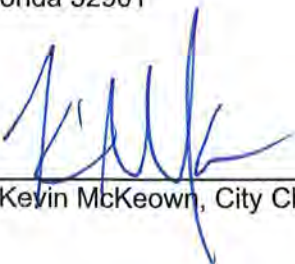
This First Amendment shall become effective upon the last of the parties to sign.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

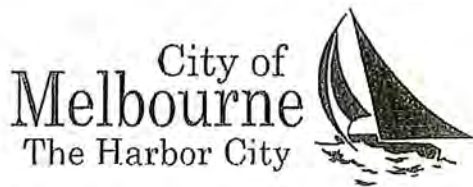
FORTILINE WATERWORKS
A Florida limited liability company

By:  Date 2/19/25
Name: Jenni Lamb
Its: Interim City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

By:  Date 2/10/25
Name: Jeff Hobbs
Its: Municipal Accounts Manager
952 Big Tree Rd
Daytona Beach, FL 32119

Attest: 
Kevin McKeown, City Clerk

An Equal Opportunity Employer
www.melbourneflorida.org



Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7062 • Fax (321) 608-7070

PURCHASE AGREEMENT FOR GOODS

Fire Hydrants

This PURCHASE AGREEMENT FOR GOODS - Fire Hydrants (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the CITY, and Fortiline, Inc. d/b/a Fortiline Waterworks, a Foreign Profit Corporation, whose mailing address is 15850 Dallas Parkway, Dallas, Texas 75248 hereinafter referred to as the VENDOR.

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	VENDOR CONTACT:
Procurement Division Christina Milbocker, Procurement Technician 900 E. Strawbridge Ave Melbourne, FL 32901 Christina.Milbocker@MLBFL.org P: 321-608-7062 / F: 321-608-7070	Utility Operations Nicholas Coster 2881 Harper Road Melbourne, FL 32904 Nicholas.Coster@mlbfl.org P: 321-608-5102	Fortiline Waterworks Jeff Hobbs 952 Big Tree Road Daytona Beach, FL 32119 Jeff.Hobbs@Fortiline.com P: 561-253-9886

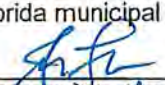
This Contract consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Goods (Std Version 8/23/2023)
- ☒ Exhibit A1: Product Description/Specifications
- ☒ Exhibit A2: Performance Standards/Quality Requirements
- ☐ Exhibit A3: Maintenance Agreement
- ☒ Exhibit A4: Pricing Schedule
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☐ Exhibit D: Bid Specifications
- ☒ Exhibit D1: Invitation to Bid # B24014C-0-2024/CM, as modified by addenda (the "ITB")
- ☐ Exhibit D2: Request for Proposal # RFP _____, as modified by addenda (the "RFP")
- ☒ Exhibit D3: VENDOR's Responsive Bid dated April 11, 2024, but only to the extent responsive to CITY's ITB or RFP, as the case may be (the "Bid")

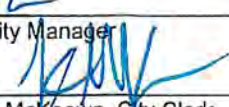
CITY may purchase and VENDOR shall sell the Goods as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on May 27, 2024 (the "Commencement Date"), subject to the Effective Date. This Contract expires on May 26, 2025 (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to five (5) 12 month additional terms.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

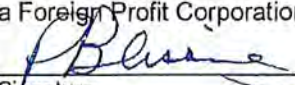

Jenni Lamb, City Manager

ATTEST:


Kevin McKeown, City Clerk

VENDOR:

FORTILINE, INC. D/B/A FORTILINE WATERWORKS,
a Foreign Profit Corporation


Signature

Name: Paul Blessing

Title: Branch Manager

Commencement Date:

* Note: But effective no earlier than last of the parties to execute

Expiration Date:

Renewal: ☐ No ☒ Yes: 5-12-month terms

Council Approval Date:

City Use Only

Initial Method of Procurement (mark):

☒ ITB # B24014C-0-2024/CM

☐ RFP # _____

☐ Exception: _____

EXHIBIT A
STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT - GOODS

1. DEFINITIONS

- A. "Goods" means the goods which VENDOR is to provide to CITY as set forth on Exhibit A1. Custom Goods are Goods manufactured to CITY's specifications solely for CITY and offered or sold to no other customer. Any Goods which are custom made for CITY shall be indicated by an asterisk (*) on Exhibit A1.
- B. "Purchase Order" is CITY's document setting forth specific line item for Goods ordered and Order information.
- C. "Order" means CITY's authorization to ship in accordance with the CITY's Purchase Order, and authorizing VENDOR to ship a definite quantity of Goods as requested by the CITY.
- D. "Commencement Date" and "Expiration Date" are defined as set forth on the first page of this Contract.

2. TERM OF AGREEMENT

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

3. PRICING

- A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein. Prices shall include transportation and delivery charges, prepaid by VENDOR to the destination specified in this Contract.
- B. The price charged CITY for any Good shall always be VENDOR's lowest price charged any customer for that Good regardless of any special terms, conditions, rebates, or allowances of any nature. If VENDOR sells any Good to any customer at a price less than that set forth herein, VENDOR shall adjust its price to the lower price for any un-invoiced Goods and for all future invoices for such Good. For Goods designated as custom Goods, for purposes of comparing price under this Paragraph, the price of the Good shall include those VENDOR cost components which are generic to the Good as compared to other similar Goods sold by VENDOR. Such comparison shall be made to the extent Goods have similar characteristics, such as form, fit, function, manufacturing process, or other specific comparison criteria agreed upon by the parties.
- C. In the event VENDOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, VENDOR shall immediately inform CITY of this price and price protect CITY's inventory of affected Goods by rebating to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Goods pulled into CITY's manufacturing process for consumption during the preceding thirty (30) days.
- D. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on VENDOR's invoice and borne by VENDOR. In the event that City of Melbourne is prohibited by law from remitting payments to the VENDOR unless City of Melbourne deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then City of Melbourne shall duly withhold such taxes and shall remit the remaining net invoice amount to the VENDOR. City of Melbourne shall not reimburse VENDOR for the amount of such taxes withheld.
- F. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to VENDOR. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
- G. CITY reserves the right to have VENDOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon VENDOR's written demand, such audit will be

performed by an independent third party at CITY's expense. However, if VENDOR is found to not be complying with this Contract in any way, VENDOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only VENDOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for the materials, supplies, or equipment as specified in the contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s). Original invoices or packing lists 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 Goods, 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.
- B. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
- C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.
- E. No payments shall be made in advance of acceptance of delivery of Goods nor for Goods not covered under this Contract nor for Goods not acceptable to CITY.
- F. VENDOR agrees to invoice CITY no later than sixty (60) days after shipment of Goods. CITY will not be obligated to make payment against any invoices submitted after such period.
- G. Payment by the CITY shall be subject to approval and acceptance of Goods by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION

All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Goods provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Goods 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.

6. Non-Exclusivity

The right to provide the Goods, commodities and services, which will be granted under the Agreement, shall not be exclusive. The City reserves the right to competitively bid any item on this Contract from another supplier when it is in the best interest of CITY.

7. TERMINATION

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

- B. CITY may terminate this Contract upon written notice to VENDOR in the event VENDOR defaults on any of the terms and conditions of this Contract and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing VENDOR with notice of default or an opportunity to cure, if CITY determines that VENDOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to VENDOR but without an opportunity to cure if CITY determines VENDOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of VENDOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to VENDOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- E. Upon receipt of such notice of termination, VENDOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Goods and/or Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.
- F. There shall be no charges for termination of orders for Goods. Notwithstanding anything to the contrary, VENDOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by VENDOR's vendors or subcontractors after VENDOR receives the notice, nor for any costs VENDOR could reasonably have avoided.
- G. Notwithstanding anything else in this Contract, failure to meet the delivery date(s) in the Purchase Order shall be considered a material breach of contract and shall allow CITY to terminate the order for the Goods and/or any subsequent Orders in the Purchase Order without any liability whether the Purchase Order was for standard or custom Goods.

8. FORCE MAJEURE

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

9. DELIVERY, INDIVIDUAL ORDERS AND SCHEDULING

- A. Any forecasts provided by CITY are for planning purposes only and do not constitute an individual Order or other commitment by CITY.
- B. VENDOR shall notify CITY in writing within two (2) business days of receipt of CITY's Purchase Order or individual Order, as the case may be, if VENDOR is unable to make any scheduled delivery and state the reasons therefor. The absence of such notice constitutes acceptance of the Purchase Order and commitment to the Order terms.
- C. VENDOR shall deliver Goods per the Order as requested by the CITY and CITY may return non-conforming shipments at VENDOR's risk and expense.
- D. CITY may reschedule or cancel any Order in whole or in part prior to the Order date at no additional charge.
- E. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- F. CITY shall have no obligation with respect to the purchase of Goods under this Contract until such Goods are specified in an issued Purchase Order which contains specific Order dates for specific Goods.
- G. If for any reason VENDOR discontinues the manufacture of any Good during the term of this Contract or within one (1) year after the final delivery under this Contract, VENDOR shall give CITY at

least ninety (90) days prior written notice of such Good discontinuance, during which time CITY shall have the option to place a final Order for such Goods for delivery to CITY within an agreed upon period. If any warranty return claims are made for such discontinued Goods, then such returns will be subject to the warranty provisions in Paragraph 10.

- H. VENDOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment sufficient in number, condition and capacity to efficiently perform the work and provide the Goods required by this Contract.

10. ACCEPTANCE AND WARRANTY

- A. CITY may inspect and test all Goods at reasonable times in such manner as shall not unreasonably hinder or delay VENDOR's performance. All Goods shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at VENDOR's premises or any prior payment for such Goods. Goods rejected by CITY as not conforming to this Contract or Good specifications, whether provided by CITY or furnished with the Good, may be returned to VENDOR at VENDOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.
- B. VENDOR makes the following warranties regarding Goods furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Goods:
 - (i) Goods will not infringe any party's intellectual property rights;
 - (ii) VENDOR has the necessary right, title, and interest to provide said Goods to CITY, and the Goods will be free of liens and encumbrances;
 - (iii) Goods are new, and of the grade and quality specified;
 - (iv) Goods are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by VENDOR, and to any other agreed-to specifications; and
 - (v) Goods conform to the manufacturing quality provisions set forth in Exhibit A2.
- C. If VENDOR breaches any of the foregoing warranties, or Goods are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Goods, VENDOR shall, at CITY's option, promptly repair, replace, or refund the amount paid for such Goods, and shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. VENDOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Goods while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

11. PRODUCT SPECIFICATIONS/ IDENTIFICATION/ERRATA

- A. VENDOR shall not modify the specifications for Goods without CITY's written consent. VENDOR shall notify CITY at least ninety (90) days in advance of any changes in the manufacturing process.
- B. VENDOR shall cooperate with CITY to provide configuration control and traceability systems for Goods supplied hereunder.
- C. VENDOR shall provide CITY with a list of such modifications for each Good and shall promptly notify CITY in writing of any new modifications with respect to the Goods.

12. PACKING AND SHIPMENT

- A. It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- B. Title and risk of loss shall pass to CITY upon delivery of Goods to CITY's delivery station. All Goods shall be prepared for shipment in a manner which: (i) follows good commercial practice; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. VENDOR shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment, and the names of the CITY and VENDOR. VENDOR shall ship only the quantity of Goods specified in the Order. CITY may return at VENDOR's expense any Goods in excess of the quantity stated in the Order.
- C. All prices shall be based on delivery F.O.B. Destination prepaid

and allowed with all charges prepaid to the actual point of delivery and inside delivery. Inspection and acceptance will be at destination unless otherwise stipulated. Title/risk of loss of damage to all items shall be the responsibility of VENDOR until delivery is verified by the CITY.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become CITY's property; (ii) be used by VENDOR exclusively for CITY's orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at VENDOR's expense; and (v) be shipped to CITY promptly on demand.
- B. VENDOR shall insure CITY's property and be liable for loss or damage while in VENDOR's possession or control, ordinary wear and tear excepted.

14. INTELLECTUAL PROPERTY INDEMNIFICATION

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 actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Goods. CITY shall notify VENDOR of such claim or demand. If an injunction issues as a result of any such claim or action, VENDOR agrees at its expense and CITY's option to either: (i) procure the right to continue using Goods; (ii) replace them with non-infringing Goods; (iii) modify them so they become non-infringing; or (iv) refund to CITY the amount paid for any Goods returned to VENDOR or destroyed. This indemnification shall not apply to the extent custom Goods are manufactured to CITY's detailed design.

15. GENERAL INDEMNIFICATION

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

16. COMPLIANCE WITH LAWS

- A. VENDOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Goods and/or the performance of services in the course of this Contract. Lack of knowledge by the bidder shall in no way be cause for relief from responsibility.
- B. VENDOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. VENDOR represents and warrants that the Goods supplied to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, VENDOR shall provide copies of VENDOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of VENDOR's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility,

employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). VENDOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. 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, Fla. Stat. Notwithstanding anything to the contrary in this Contract, the CITY reserves the right to terminate this Contract in accordance with §448.095, Fla. Stat.

- E. VENDOR represents and warrants that it is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.
- F. Public Entity Crimes Statement. VENDOR acknowledges the continuous duty to disclose to the CITY if VENDOR or any of its affiliates are placed on the convicted vendor list.
- G. VENDOR shall maintain, for the duration of the Agreement, all valid licenses and certificates required for the performance of work and provision of Goods.
- H. Scrutinized Companies. 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) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that VENDOR has falsely certified facts under this sub-paragraph or if VENDOR is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent §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.
- I. Foreign Gifts and Contracts. VENDOR must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- J. Foreign Country of Concern. VENDOR represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- K. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideological interests as set forth therein. Violations of this restriction will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

17. RETENTION AND AUDIT

- A. VENDOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, VENDOR agrees to retain public records, and upon request provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat.
- B. The City reserves the right to audit the records of VENDOR for the Goods and/or services provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, VENDOR agrees to submit to an audit by an independent certified public accountant selected by CITY. VENDOR shall allow CITY to inspect, examine and review the records of VENDOR in relation to this Contract at any and all times during normal business hours during the term of this Contract.

18. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Contract contains the entire understanding between CITY and VENDOR with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in VENDOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. VENDOR shall not substitute the Goods.
- C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
- First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
 - Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
 - Third, these "Standard Terms and Conditions of Purchase Agreement – Goods" identified as Exhibit A to the Contract
 - Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting Addenda and VENDOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.
- D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.

19. DISPUTES

In case of dispute arising under this Contract between the parties, the decision of the City of Melbourne shall be final and

binding of both parties.

20. ASSIGNMENT; SUBCONTRACTORS

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. CITY may cancel this Contract for cause should VENDOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by VENDOR and CITY and subject to with the same degree of formality evidenced in the Agreement. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of VENDOR. VENDOR will be fully responsible to CITY for the acts and omissions of the VENDOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the City.

21. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

22. APPLICABLE LAW

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

23. HEADINGS

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

24. SURVIVAL

The provisions of Paragraph: 1, 10, 13, 14, 15, 17, 18, 19, 22, 23, 24, Exhibit A1, Exhibit A2, Exhibit A3, (except for Technical Support which expires or terminates) will survive any termination or expiration of this Contract.

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EXHIBIT A1

PRODUCT DESCRIPTION/SPECIFICATIONS

The Goods purchased are a commodity and are not custom-made for the CITY.

VENDOR shall furnish and deliver all Goods set forth herein in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.

VENDOR shall provide Fire Hydrants as more particularly described as follows:

I. GENERAL DESCRIPTION

VENDOR shall furnish all labor, materials, equipment, and transportation necessary for the delivery of Fire Hydrants on an as-needed basis.

The specifications below are presented to establish a minimum level of material quality and to define the installation technique, material quality required to perform the required work. All miscellaneous items and accessories required for such installation, whether or not such item or accessory is mentioned in these specifications, shall be furnished. It is assumed that all products bid will be in literal compliance with the product and installation specifications provided herein.

II. DELIVERY LOCATION(S)

City of Melbourne
Water Distribution
2891 Harper Road
Melbourne, Florida 32904

City of Melbourne
Central Warehouse
2893 Harper Road
Melbourne, Florida 32904

III. PRODUCT SPECIFICATIONS

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS." **The CITY shall be the sole judge of equivalency and its decision shall be final.**

A. Acceptable Manufacturer(s) Only the following manufacturers and models shall be permitted.

1. Mueller Company's Super Centurion 250 Model # A-423 with stainless steel break away coupling.
2. American Flow Control's American Darling Mode # IB-84-B with stainless steel break away coupling.
3. Clow Valve Company's Medallion Model # F2545 with stainless steel break away coupling.

B. Product Details

1. Traffic model fire hydrant
2. 5-1/4" valve opening
3. 24", 42", 48" and 60" burying heights
4. 304 stainless steel exterior nuts and bolts (bonnet, base flange and foot)
5. Without drain hole
6. All accessories to be included
7. Hydrant Color – Yellow

8. Shall conform to AWWA Standard C502 (latest edition)
9. Shall be certified to NSF Standard 61

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EXHIBIT A2

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Product Description/Specifications attached and incorporated as Exhibit A1 to the Contract, all Goods provided by the VENDOR shall conform to the following:

I. GENERAL REQUIREMENTS

- A. Goods and delivery of said goods shall meet all applicable federal, state and local requirements.
- B. VENDOR's personnel and subcontractors, while on CITY property, shall be easily identifiable as VENDOR personnel. VENDOR agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on CITY property
- C. Safety Data Sheet (SDS) - Under the terms of the Florida Right - to - Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance to the CITY.

II. DELIVERY REQUIREMENTS

- A. Deliveries shall be made between the hours of 7:30am-11:00am/1:30pm-3:00pm Monday through Friday, excluding CITY observed holidays, unless otherwise approved by the CITY.
- B. VENDOR shall deliver all orders, within thirty (30) business days from receipt of order.
- C. VENDOR shall deliver goods to the delivery location(s) indicated in Exhibit A1 unless otherwise directed by the CITY. VENDOR shall, with CITY representative present, inspect delivered items for correct order and damage.
- D. VENDOR shall notify CITY of any potential delays within (2) business days from receipt of order. Unless a written extension is obtained from the CITY prior to the delivery deadline(s) there will be no excuse for untimely delays (excluding circumstances beyond VENDOR's reasonable control).
- E. VENDOR shall pick up and replace all items that are determined by the CITY to be damaged, wrong item, or any other unacceptable condition, at no cost to the CITY. This includes all shipping costs to return said items. If item is not picked up within one (1) week after notification, the item may become a donation to the City for disposition. VENDOR shall provide full credit as an adjustment to invoice to CITY for all returns.
- F. VENDOR shall deliver all products in their unopened original packaging, bearing the manufacturer's name, related standards and any other specification or reference accepted as standard.

III. PRODUCT AVAILABILITY

- A. VENDOR agrees that there will be no cancellation of products used without an equal and acceptable replacement approved by the City during the term of the agreement.
- B. VENDOR must communicate manufacturer's discontinuation of any products to the City in writing within five (5) business days of VENDOR being notified. In such instances, VENDOR shall work with the City and to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. VENDOR will be prepared to offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement part number, description, list price, applicable discount, and final price.
- C. Substitutions may be used only in the event of an item not being available.
 - 1. Substitutions cannot occur without first notifying and requesting written permission of the City. The City shall be sole determiner as to acceptability of substitutions.

2. If a higher priced item is used to fill the order, the City will be billed at the lower price of the item that was out of stock, not the higher priced item.

IV. ADDITIONS/DELETIONS

It is hereby agreed and understood that any items/products may be added/deleted to/from the contract at the option of the CITY. When an additional product to the contract is required, VENDOR(s) under the contract shall be invited to submit price quotes for these new product(s) (unless a balance of line percentage discount is offered on Exhibit A4). If price quotes are comparable, competitive market prices for similar products, the product(s) will be added to the Contract via amendment. No change will be binding until an amendment is executed by both parties.

V. WARRANTY

- A. All manufacturer warranties shall be transferred to the CITY before final acceptance.
- B. VENDOR shall provide a minimum one (1) year warranty against defects due to Workmanship and materials handling.

VI. PRICE ADJUSTMENTS

All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. The CITY may entertain a request for price adjustments, in writing prior to the completion of each term of the contract. VENDOR shall be notified in writing of the CITY's intent to renew. It is the VENDOR's responsibility to request any pricing adjustment in writing at least thirty (30) calendar days prior to the completion of each term of the contract. VENDOR's adjustment request must clearly substantiate the requested increase (with copies of manufacturer's invoices, notices of price increases, etc.). No price adjustment will be approved to compensate VENDOR for inefficiency or for errors or omissions in judgment or for additional profit. The CITY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). The CITY also reserves the right to consider other information related to special economic and/or industry circumstances when evaluating a price change request. The CITY reserves the right to accept or reject the request for a price adjustment and to review contract pricing for price de-escalation utilizing the above methods as well.

New pricing, if acceptable to the CITY, shall go into effect upon execution of contract amendment for renewal.

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EXHIBIT A4**PRICING SCHEDULE**

VENDOR shall provide all Goods set forth in this Contract for the cost stated below.

Item	Description	UOM	Est. Annual Qty	Unit Cost	Est. Annual Cost
1	Fire Hydrant with a 24" burying height, per bid specifications. Acceptable Manufacturers: Mueller Super Centurion A-423 with stainless steel break away coupling; American Darling B-84-B with stainless steel break away coupling or Clow Medallion F2545 with stainless steel break away coupling ONLY	Each	5	\$ 2,364.20	\$11,821.00
Proposed Manufacturer: Mueller					
2	Fire Hydrant with a 42" burying height, per bid specifications. Acceptable Manufacturers: Mueller Super Centurion A-423 with stainless steel break away coupling; American Darling B-84-B with stainless steel break away coupling or Clow Medallion F2545 with stainless steel break away coupling ONLY	Each	10	\$2,572.75	\$25,727.50
Proposed Manufacturer: Mueller					
3	Fire Hydrant with a 48" burying height, per bid specifications. Acceptable Manufacturers: Mueller Super Centurion A-423 with stainless steel break away coupling; American Darling B-84-B with stainless steel break away coupling or Clow Medallion F2545 with stainless steel break away coupling ONLY	Each	50	\$2,617.35	\$130,867.50
Proposed Manufacturer: Mueller					
4	Fire Hydrant with a 60" burying height, per bid specifications. Acceptable Manufacturers: Mueller Super Centurion A-423 with stainless steel break away coupling; American Darling B-84-B with stainless steel break away coupling or Clow Medallion F2545 with stainless steel break away coupling ONLY	Each	5	\$2,727.33	\$10,909.32
Proposed Manufacturer: Mueller					
Total Estimated Annual Cost					\$179,325.32

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Bid**

This Contract is awarded based on VENDOR's Bid responding to CITY's ITB. VENDOR represents and warrants that all information and representations contained in the Bid is truthful to the best of VENDOR's knowledge and belief and VENDOR hereby restates and affirms all representations contained in the Bid.

2. **Performance Bonds**

No performance bonds or payment bonds are required by this Contract.

3. **Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the City Procurement Contact as identified on the cover page of this Contract. Notice and communication with the City regarding the Goods shall be directed to the City Department Contact as identified on the cover page of this Contract. Inquiries regarding payment shall be directed to City of Melbourne, Accounts Receivable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the VENDOR shall be directed to the VENDOR Contact as identified on the cover page of this Contract.
- C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

Greg Bunn, Procurement Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to VENDOR:

Fortiline, Inc. d/b/a Fortiline Waterworks
Jeff Hobbs
952 Big Tree Road
Daytona Beach, Florida 32119

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

4. **Insurance Requirements**

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

owned, non-owned and hired automobiles. In the event the VENDOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the VENDOR to maintain only Hired & Non-Owned Auto Liability Insurance.

- C. Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. CONTRACTOR shall require their Subcontractor(s) similarly to provide Worker's Compensation Insurance for all of the latter's employees engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of employees not otherwise protected.
- D. Proof of Insurance. VENDOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the City of Melbourne has been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance.
- E. All coverage for VENDOR's subcontractors shall be subject to all of the requirements stated herein.

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EXHIBIT D1

INVITATION TO BID

On file in the Procurement Division

EXHIBIT D3

VENDOR'S RESPONSIVE BID/PROPOSAL

On file in the Procurement Division

City of Melbourne, Florida
Summary of Action - Regular Meeting of the City Council
May 14, 2024

- a. Task Order No. ESI 108 to the Continuing Contract for Engineering Services for Stormwater Conveyance Inventory and Evaluation for GIS Database Technical Support, Customization and Report Development, Project No. 25019, RES Florida Consulting, LLC d/b/a E Sciences, Inc., Orlando, FL - \$101,948.
- b. Task Order No. ESI 109 to the Continuing Contract for Engineering Services for Stormwater Conveyance Inventory and Evaluation for Stormwater Asset Inventory Collection and Assessment Services – Districts 1-3, Project No. 25019, RES Florida Consulting, LLC d/b/a E Sciences, Inc., Orlando, FL - \$325,064.

Approved.

- 12. Task Order No. GEO 001 to the Continuing Contract for Stormwater Quality Monitoring and Flow Testing Services for the Melbourne Cemetery Baffle Box, Project No. 20124, Geosyntec Consultants, Inc., Boca Raton, FL - \$79,588.

Approved.

- 13. Task Order No. GEO 002 to the Continuing Contract for Stormwater Quality Monitoring and Flow Testing Services for the Line Street Cemetery Baffle Box, Project No. 20224, Geosyntec Consultants, Inc., Boca Raton, FL - \$79,588.

Approved.

- 14. Task Order No. DRMP 069 to the Continuing Contract for construction administration and post design services for the Crane Creek Golf Course Improvements, Project No. 10621, DRMP, Inc., Merritt Island, FL - \$108,300.

Approved.

- 15. Amendment No. 8 to the Construction Contract for the Joseph Pellicano Law Enforcement Center, Project No. 10317, Hedrick Brothers Construction Co., Inc., Melbourne, FL - \$732,462.39.

Approved.

- 16. CONSENT AGENDA:

- a. Purchase of ground storage tank inspection and cleaning services for the Water Production Division, CROM Coatings and Restorations, Gainesville, FL - estimated cost of \$128,800.
- b. Contract award for purchase of new fire hydrants for the Water Distribution Division, Fortiline, Inc. d/b/a Fortiline Waterworks, Inc., Daytona Beach, FL - estimated annual amount of \$179,325.32.

City of Melbourne, Florida
Summary of Action - Regular Meeting of the City Council
May 14, 2024

- c. Renewal of City website hosting, maintenance and license agreement and purchase of website re-design from Granicus, LLC, Washington, D.C. - first year cost \$31,199.98, total five-year cost \$119,449.71.
- d. **Resolution No. 4253:** A resolution authorizing the City Manager to submit a grant application to the U.S. Department of Justice for the FY 2024 Bulletproof Vest Partnership for the purchase of 12 vests for the Melbourne Police Department and eight vests for the Melbourne Airport Authority Police Department.

Approved.

- 17. ITEMS REMOVED FROM THE CONSENT AGENDA
- 18. **Ordinance No. 2024-22, Ordinance No. 2024-23, and Ordinance No. 2024-24, Legacy Parkway:** (First Reading/Public Hearing) Ordinances providing for annexation, a Comprehensive Plan amendment, and zoning designation on 4.72± acres, with site plan approval for a multi-family residential apartment development on 15.04± acres, located on the south side of Parkway Drive, west of Wickham Road and east of Parkway Meadows Boulevard. (Owner - Tomas Cabrerizo, Legacy at Homestead, LLC) (Applicant - Alexander Moya, Legacy Residential Group, LLC) (Representatives - Kim Rezanka, Lacey Lyons Rezanka) (P&Z Board - 4/18/2024)
 - a. **Ordinance No. 2024-22/ANNX2023-0002:** (First Reading/Public Hearing) An ordinance providing for the annexation of 4.72± acres of real property into the City of Melbourne corporate limits.
 - b. **Ordinance No. 2024-23/MAP2023-0005:** (First Reading/Public Hearing) An ordinance establishing a Medium Density Residential Future Land use on 4.72± acres.
 - c. **Ordinance No. 2024-24/MAP2023-0004:** (First Reading/Public Hearing) An ordinance establishing R-2 (One-, Two-, and Multiple-Family Dwelling Medium Density District) zoning on 4.72± acres.
 - d. **Site Plan Approval (PLAN2023-0007):** A request for site plan approval on 15.04± acres. (To be considered by City Council during the second reading of the ordinance.)

A motion to approve Ordinance No. 2024-22 did not pass by a vote of 2-5. No further action was taken.

- 19. **Ordinance No. 2024-25, Ordinance No. 2024-26, and Ordinance No. 2024-27 – 900 Sarno Road:** (First Reading/Public Hearing) Ordinances providing for a Comprehensive Plan amendment, zoning amendment, and an ordinance granting conditional use approval (CU2024-0007) to allow the continuation of a



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

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.c.

Subject:

Purchase of bulk gasoline and diesel fuel for various City Departments.

Background/Consideration:

The City's current contract for bulk gasoline and diesel fuel expired March 9, 2026. On February 24, 2026, City Council provided authorization for the City Manager to execute a new contract for bulk gasoline and diesel fuel to avoid interruption of fuel delivery services.

This item is for the approval of utilization of contract pricing from Brevard Public Schools (BPS) award of bid, ITB# 26-0404-B-TC - Diesel, Gasoline & Fuel Oil, for the purchase of bulk fuel from two (2) awarded vendors, Palmdale Oil Company, Inc. and Sunoco LP. The purpose of the Invitation to Bid (ITB) was to provide firm markups/discounts per gallon for various fuels based on the Oil Price Information Services (OPIS) average daily price index for the BPS and other agencies that are members for the Cooperative. The BPS's solicitation represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative, whereas BPS is the lead agency, and the remaining members are local governmental entities within Brevard County, to include the City of Melbourne.

While there is no contract, the contract term commences on March 11, 2026 and expires on March 10, 2029, with one (1) optional two-year renewal. The attached spreadsheet shows the estimated annual usage. The source contract is available for review in the Procurement Division.

Contract/Solicitation:

This purchase utilizes the pricing from Brevard County Public Entity Purchasing Cooperative bid number 26-0404-B-TC. The initial term began March 11, 2026 and will continue through March 10, 2029 with one (1) optional two (2) year renewal.

Fiscal/Budget Impact:

Funds are available in various departmental Auto-Fuel & Oil accounts (552030).

Requested Action:

Purchase of bulk gasoline and diesel fuel for various City Departments, Palmdale Oil Co. LLC, Ft Pierce, FL and Sunoco LP dba Sunoco LLC, Newtown Square, PA - total estimated annual amount of \$860,000.

FUEL COST PROCESSING SHEET									
Taxes									
	Federal		State				County		Per Gallon Totals
Code	Spill Rec	LUST + Super Fund	Excise	Local Opt	Pollutant	Insp Fee	L-S Diesel	Gas	
E10-1	0.00193	0.004645	0.215	0.157	0.020718	0.00125			0.400543
E10-2	0.00193	0.004645	0.215	0.157	0.020718	0.00125			0.400543
E10-3	0.00193	0.004645	0.215	0.157	0.020718	0.00125			0.400543
D-1	0.00214	0.00505	0.215	0.167	0.020718	0			0.409908
D-2	0.00214	0.00505	0.215	0.167	0.020718	0			0.409908
D-3	0.00214	0.00505	0.215	0.167	0.020718	0			0.409908
D-4	0	0.005285	0	0	0.020718	0			0.026003
D-5	0	0.005285	0	0	0.020718	0			0.026003
D-6	0	0.005285	0	0	0.020718	0			0.026003
Estimated Fuel Cost Per Gallon: Includes Applicable Taxes and Delivery Costs									
Code	Vendor	Fuel	Load	Fuel Cost*	Taxes/Fees	M/U Cost	Total Cost		
E10-1	Palmdale	E10 Ethanol blend	Tank Wagon 500 Min	1.9391	0.400543	(0.0499)	\$2.29		
E10-2	Palmdale	E10 Ethanol blend	Tank Wagon No Min	1.9391	0.400543	N/A	\$2.34		
E10-3	Palmdale	E10 Ethanol blend	Transport	1.9391	0.400543	(0.0274)	\$2.31		
D-1	Palmdale	Ultra low sulfur	Tank Wagon 500 Min	2.5968	0.409908	0.1195	\$3.13		
D-2	Palmdale	Ultra low sulfur	Tank Wagon No Min	2.5968	0.409908	N/A	\$3.01		
D-3	Palmdale	Ultra low sulfur	Transport	2.5968	0.409908	(0.0007)	\$3.01		
D-4	Palmdale	Ultra low sulfur (dyed)	Tank Wagon 500 Min	2.6569	0.026003	0.1195	\$2.80		
D-5	Palmdale	Ultra low sulfur (dyed)	Tank Wagon No Min	2.6569	0.026003	N/A	\$2.68		
D-6	Palmdale	Ultra low sulfur (dyed)	Transport	2.6569	0.026003	0.0005	\$2.68		
* Fuel Cost is based on daily delivered price on 3/XX/202X Gasoline; ULS Diesel; DYED									
Fuel Cost - WEX									
(Fuel Price Mapping)					Date:	3/12/2026			
Code	Vendor	Fuel	Load	Avg. Fuel Cost	Discount*				
E10-1C	WEX	E10 Ethanol blend	At pump	\$2.930	(0.017)	2.913			
*WEX discount of 1.7% applied to invoice total. Tax credit applied for after invoicing									
Estimated Cost Summary at Current Fuel Prices as of 02/20/2026									
FUEL TYPE		Fuel Delivery	Type	Contract	Est. Total # of Gallons	Est. Price Per Gallon	Fuel Total		
Gasoline	Tank Wagon 500 Min	E10-1	26-0404-B-TC	0	\$2.29	\$ -			
	Tank Wagon No Min	E10-2	26-0404-B-TC	4,140	\$2.34	\$ 9,686			
	Transport	E10-3	26-0404-B-TC	172,500	\$2.31	\$ 398,862			
	Fuel Card (12 months)	E10-1C	78181701-21-NASPO-ACS	176,300	\$2.91	\$ 513,562			
Diesel	Tank Wagon 500 Min	D-1	26-0404-B-TC	0	\$3.13	\$ -			
	Tank Wagon No Min	D-2	26-0404-B-TC	32,870	\$3.01	\$ 98,830			
	Transport	D-3	26-0404-B-TC	47,500	\$3.01	\$ 142,784			
Diesel	Tank Wagon 500 Min	D-4	26-0404-B-TC	27,150	\$2.80	\$ 76,085			
	Tank Wagon No Min	D-5	26-0404-B-TC	18,910	\$2.68	\$ 50,734			
	Transport	D-6	26-0404-B-TC	0	\$2.68	\$ -			
					479,370	TOTAL:	\$ 1,290,542		
TOTALS		10% CONTINGENCY	Less WEX Fuel Card	Bulk Fuel Annual Estimate Spend					
\$ -		\$ -							
\$ 9,686		\$ 10,654.73							
\$ 398,862		\$ 438,748.11							
\$ 513,562		\$ 564,918.09							
\$ -		\$ -							
\$ 98,830		\$ 108,712.46							
\$ 142,784		\$ 157,062.35							
\$ 76,085		\$ 83,693.77							
\$ 50,734		\$ 55,807.07							
\$ -		\$ -							
\$		\$ 1,419,596.57	\$ 564,918.09	\$ 854,678.48					

Delivery Cost Per Gallon		
Entity	BCPEPC (Brevard School Board)	
Cont.#	ITB# 26-0404-B-TC	
Term Exp	3/11/2029	
Gasoline		Supplier Price Per Gallon
		Palmdale Oil
E10-1: Tank Wagon 500 Gallon Min		0.0599
E10-2: Tank Wagon No Minimum		N/A
E10-3: Transport		(0.0499)
Diesel		Sunoco LP
D-1: Tank Wagon 500 Gallon Min		0.099
D-1: Tank Wagon No Minum		N/A
D-2: Transport		(0.0009)
D-3: Dyed/Tank Wagon 500 Gallon		0.099
D-4: Dyed/Tank Wagon No Minimum		N/A
D-4: Dyed/Transport		(0.0049)



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

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.d.

Subject:

Fifth Amendment to contract for mowing of utility sites to add additional areas for various locations.

Background/Consideration:

The City currently has two (2) contracts for mowing for Grounds Maintenance Services and Mowing of Utility Sites. The contract for Mowing of Utility Sites with Hannah's Lawn Service was awarded in March 2024. Since that time, several amendments to add additional areas have been added to this contract. This Amendment will add nine (9) locations, including five (5) along Babcock Street, three (3) fire stations, and the Fire Training Center at an additional cost of \$230,010 per year for an estimated annual amount of \$290,274. The Fire Department locations and rights-of-way mowing on Babcock Street will be removed from the Grounds Maintenance Services contract. Due to requested additional services needed at these locations, price quotes were requested from both Global Greenz and Hannah's Lawn Service. Staff recommends proceeding with the quotes from the current vendor of the Mowing of Utility Sites contract because Hannah's Lawn Service prices were lower for Babcock Street sites and includes a higher level of service.

Staff will be removing some of these areas from the Grounds Maintenance Services Contract, which will decrease the total annual amount spent on that contract by \$119,325.

Contract/Solicitation:

This contract expires on April 3, 2027, and has three, 12-month renewals available.

Fiscal/Budget Impact:

Funding is sufficient in operating account 64500541-534000 (Streets - Other Contract Services).

Requested Action:

Approval of the Fifth Amendment to the contract for mowing of utility sites to add additional areas for various locations, Florida Premier Outdoor Services, LLC dba Hannah's Lawn Service, Palm Bay, FL - estimated annual contract amount of \$290,274.

City of Melbourne

FIFTH AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES

Mowing of Utility Sites
Contract No. B24007K-0-2024/KL

This Fifth Amendment to Purchase Agreement for Services No. B24007K-0-2024/KL, Mowing of Utility Sites is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, FL 32901 (the "CITY") and **FLORIDA PREMIER OUTDOOR SERVICES, LLC DBA HANNAH'S LAWN SERVICE.**, a Florida limited liability company whose address is 853 New Zealand Avenue, Palm Bay, FL 32907 (the "CONTRACTOR") (Collectively the "Parties").

The CITY and the CONTRACTOR agree as follows:

1. Amendment to the Contract. In interpreting this amendment, underlined text is new text inserted into the Contract and ~~stricken through~~ language is text deleted from the Contract.

Exhibit A4 – Pricing Schedule is amended to add nine (9) locations Items 24 through 32. Also, adding tree trimming cost at the City's request.

<u>24</u>	<u>Babcock Street from New Haven to US1</u>	<u>Babcock Street</u>	<u>N/A Sq Ft</u>	<u>Mowing, edging, weedeating, and blowing of East and West ROW and medians. Trimming (1x per month) of hedges not maintained by local businesses.</u>	<u>Cut</u>	<u>34</u>	<u>\$3,800.00</u>
<u>25</u>	<u>Babcock Street from New Haven to Sunlake Road (Southern City Limit)</u>	<u>Babcock Street</u>	<u>N/A Sq Ft</u>	<u>Mowing, edging, weedeating, and blowing of East and West ROW and medians.</u>	<u>Cut</u>	<u>34</u>	<u>\$1,480.00</u>
<u>26</u>	<u>Avenue D East Lots</u>	<u>Babcock and Avenue D (South side)</u>	<u>N/A Sq Ft</u>	<u>Mowing, edging, weedeating, and blowing.</u>	<u>Cut</u>	<u>34</u>	<u>\$115.00</u>
<u>27</u>	<u>Laurie Street Retention Pond</u>	<u>Babcock and Laurie Street (South side)</u>	<u>N/A Sq Ft</u>	<u>Mowing, edging, weedeating, and blowing.</u>	<u>Cut</u>	<u>34</u>	<u>\$480.00</u>
<u>28</u>	<u>Nearby Retail Store Parking Lot</u>	<u>Babcock and Laurie Street (North side)</u>	<u>N/A Sq Ft</u>	<u>Mowing, edging, weedeating, and blowing.</u>	<u>Cut</u>	<u>34</u>	<u>\$140.00</u>
<u>29</u>	<u>Fire Training Center</u>	<u>Hughes Road</u>	<u>N/A Sq Ft</u>	<u>Mowing, edging, weedeating, and blowing. Trim and weed spray 1x per month</u>	<u>Cut</u>	<u>34</u>	<u>\$250.00</u>
<u>30</u>	<u>Fire Station 71</u>	<u>865 W Eau Gallie</u>	<u>N/A Sq Ft</u>	<u>Mowing, edging, weedeating, and blowing. Trim and weed spray 1x per month</u>	<u>Cut</u>	<u>34</u>	<u>\$200.00</u>
<u>31</u>	<u>Fire Station 76</u>	<u>2470 Croton Road</u>	<u>N/A Sq Ft</u>	<u>Mowing, edging, weedeating, and blowing. Trim and weed spray 1x per month</u>	<u>Cut</u>	<u>34</u>	<u>\$150.00</u>

32	Fire Station 77	3721 N Wickham Road	N/A Sq Ft	Mowing, edging, weedeating, and blowing. Trim and weed spray 1x per month	Cut	34	\$150.00
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<u>Tree Type</u>	<u>Cost per trim at City request</u>
<u>Palm Tree</u>	<u>\$35.00</u>
<u>Oak Tree</u>	<u>\$250.00</u>

2. Except as expressly provided in this Fifth Amendment to Purchase Agreement for Services No. B24007K-0-2024/KL, Mowing of Utility Sites, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver or consent of the other party.

This Fifth Amendment shall become effective upon the last of the parties to sign.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

**FLORIDA PREMIER OUTDOORS SERVICES, LLC DBA
HANNAH'S LAWN SERVICE**
A Florida limited liability company

By: _____ Date: _____
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

By:  Date: 3/10/2026
Name: Derek Newman
Its: CEO / Owner
11 Stanwix Street, 21st St.
Pittsburgh, PA 15222

ATTEST: _____
Kevin McKeown, City Clerk

City of Melbourne

FOURTH AMENDMENT TO PURCHASE AGREEMENT FOR GOODS

Mowing of Utility Sites

Contract No. B24007K-0-2024/KL

This Fourth Amendment to Purchase Agreement for Services No. B24007K-0-2024/KL, Mowing of Utility SITES is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, FL 32901 (the "CITY") and **FLORIDA PREMIER OUTDOOR SERVICES, LLC DBA HANNAH'S LAWN SERVICE.**, a Florida limited liability company whose address is 853 New Zealand Avenue, Palm Bay, FL 32907 (the "CONTRACTOR") (Collectively the "Parties").

The CITY and the CONTRACTOR agree as follows:

1. Amendment to the Contract. In interpreting this amendment, underlined text is new text inserted into the Contract and ~~stricken through~~ language is text deleted from the Contract.

Exhibit A4 – Pricing Schedule is amended to change the Estimated Annual Cuts on Item # 22 from 34 to 12.

22	Joseph Pellicano Law Enforcement Center	250 W. Nasa Blvd	200,000sf	Cut, edge, and weed eat all turf Areas.	Cut	<u>34</u> <u>12</u>	\$1690.00
				Maintain hedges and shrubbery, spray flower beds and cement cracks			

Also, to change the verbiage on second amendment:

Exhibit A4 – Pricing Schedule is amended to add Item 23 Harper Road Pond the ~~monthly~~ per cut cost of Item #23

23	Harper Road Pond	2895 Harper Rd.	1,200sf	Weed Eat from Existing Cut line to water's edge.	Cut	34	\$100.00
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2. Except as expressly provided in this Fourth Amendment to Purchase Agreement for Goods No. B24007K-0-2024/KL, Mowing of Utility Sites, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver or consent of the other party.

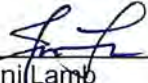
This Fourth Amendment shall become effective upon the last of the parties to sign.

Signature page to follow

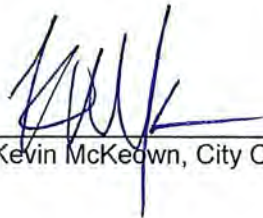
An Equal Opportunity Employer
www.melbourneflorida.org

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

**FLORIDA PREMIER OUTDOORS SERVICES, LLC DBA
HANNAH'S LAWN SERVICE**
A Florida limited liability company

By:  Date 1/14/26
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

By:  Date 12/21/2025
Name: Derek Newman
Its: CEO / Owner
11 Stanwix Street, 21st St.
Pittsburgh, PA 15222

ATTEST: 
Kevin McKeown, City Clerk

City of Melbourne

THIRD AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES

Mowing of Utility Sites

Contract No. B24007K-0-2024/KL

This Third Amendment to Purchase Agreement for Services No. B24007K-0-2024/KL, Mowing of Utility SITES is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, FL 32901 (the "CITY") and **FLORIDA PREMIER OUTDOOR SERVICES, LLC DBA HANNAH'S LAWN SERVICE.**, a Florida limited liability company whose address is 853 New Zealand Avenue, Palm Bay, FL 32907 (the "CONTRACTOR") (Collectively the "Parties").

The CITY and the CONTRACTOR agree as follows:

1. The contract entered into on April 4, 2024, is hereby renewed for an additional twelve (12) month term beginning April 4, 2026 through April 3, 2027.
2. Except as expressly provided in this Third Amendment to Purchase Agreement for Service No. B24007K-0-2024/KL, Mowing of Utility Sites, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver or consent of the other party.

This Third Amendment shall become effective upon the last of the parties to sign.

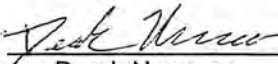
CITY OF MELBOURNE, FLORIDA

A Florida municipal corporation

By:  Date 1/14/2026
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

**FLORIDA PREMIER OUTDOORS SERVICES, LLC DBA
HANNAH'S LAWN SERVICE**

A Florida limited liability company

By:  Date 1/12/2026
Name: Derek Newman
Its: CEO / Owner
11 Stanwix Street, 21st St.
Pittsburgh, PA 15222

ATTEST: 
Kevin McKeown, City Clerk

An Equal Opportunity Employer
www.melbourneflorida.org

City of Melbourne

SECOND AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES

Mowing of Utility Sites

Contract No. B24007K-0-2024/KL

This Second Amendment to Purchase Agreement for Services No. B24007K-0-2024/KL, Mowing of Utility Sites is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, FL 32901 (the "CITY") and **FLORIDA PREMIER OUTDOOR SERVICES, LLC DBA HANNAH'S LAWN SERVICE.**, a Florida limited liability company whose address is 853 New Zealand Avenue, Palm Bay, FL 32907 (the "CONTRACTOR") (Collectively the "Parties").

The CITY and the CONTRACTOR agree as follows:

1. The contract entered into on April 4, 2024, is hereby renewed for an additional twelve (12) month term beginning April 4, 2025 through April 3, 2026.
2. Amendment to the Contract. In interpreting this amendment, underlined text is new text inserted into the Contract and ~~stricken through~~ language is text deleted from the Contract.

Exhibit A4 – Pricing Schedule is amended to add Item 23 Harper Road Pond the monthly cost of Item #23

<u>23</u>	<u>Harper Road Pond</u>	<u>2895 Harper Rd.</u>	<u>1,200sf</u>	<u>Weed Eat from Existing Cut line to water's edge.</u>	<u>Cut</u>	<u>34</u>	<u>\$100.00</u>
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3. Except as expressly provided in this Second Amendment to Purchase Agreement for Service No. B24007K-0-2024/KL, Mowing of Utility Sites, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver or consent of the other party.

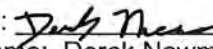
This Second Amendment shall become effective upon the last of the parties to sign.

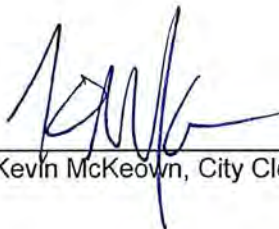
Signature page to follow

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

**FLORIDA PREMIER OUTDOORS SERVICES, LLC DBA
HANNAH'S LAWN SERVICE**
A Florida limited liability company

By:  Date 6/13/25
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

By:  Date 4/13/2025
Name: Derek Newman
Its: CEO / Owner
11 Stanwix Street, 21st St.
Pittsburgh, PA 15222

ATTEST: 
Kevin McKeown, City Clerk

City of Melbourne

FIRST AMENDMENT TO PURCHASE AGREEMENT FOR GOODS

Mowing of Utility Sites
Contract No. B24007K-0-2024/KL

This First Amendment to Purchase Agreement for Services No. B24007K-0-2024/KL, Mowing of Utility SITES is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, FL 32901 (the "CITY") and **FLORIDA PREMIER OUTDOOR SERVICES, LLC DBA HANNAH'S LAWN SERVICE.**, a Florida limited liability company whose address is 853 New Zealand Avenue, Palm Bay, FL 32907 (the "CONTRACTOR") (Collectively the "Parties").

The CITY and the CONTRACTOR agree as follows:

1. The contract entered into on April 4, 2024, is hereby renewed for an additional twelve (12) month term beginning April 4, 2025 through April 3, 2026.
2. Amendment to the Contract. In interpreting this amendment, underlined text is new text inserted into the Contract and ~~stricken through~~ language is text deleted from the Contract.

Exhibit A4 – Pricing Schedule is amended to add Item 22 Joseph Pellicano Law Enforcement Center the monthly cost of Item #22, effective nunc pro tunc on December 1, 2024.

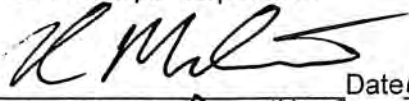
22	Joseph Pellicano Law Enforcement Center	250 W. Nasa Blvd	200,000sf	Cut, edge, and weed eat all turf Areas.	Cut	34	\$1690.00
				Maintain hedges and shrubbery, spray flower beds and cement cracks			

3. Except as expressly provided in this First Amendment to Purchase Agreement for Goods No. B24007K-0-2024/KL, Mowing of Utility Sites, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver or consent of the other party.

This First Amendment shall become effective upon the last of the parties to sign.

Signature page to follow

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

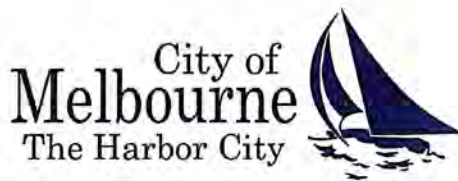
By:  Date 12/27/24
Name: ~~Jenni Lamb~~ Ross McGinn
Its: City Manager (Acting)
900 E. Strawbridge Avenue
Melbourne, Florida 32901

**FLORIDA PREMIER OUTDOORS SERVICES, LLC DBA
HANNAH'S LAWN SERVICE**
A Florida limited liability company

By:  Date 12/25/2024
Name: Derek Newman
Its: CEO / Owner
11 Stanwix Street, 21st St.
Pittsburgh, PA 15222

ATTEST:


Kevin McKeown, City Clerk



Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7062 • Fax (321) 608-7070

PURCHASE AGREEMENT FOR SERVICES
Mowing of Utility Sites

This **PURCHASE AGREEMENT FOR SERVICES – MOWING OF UTILITY SITES** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and Florida Premier Outdoor Services, LLC d/b/a Hannah's Lawn Service, Inc., a Florida limited liability company, whose mailing address is 853 New Zealand Avenue Palm Bay, Florida 32907, hereinafter referred to as the **CONTRACTOR**.

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	CONTRACTOR CONTACT:
Procurement Division Kristina LaMarche, Buyer 900 E. Strawbridge Ave Melbourne, FL 32901 kristina.lamarche@mlbfl.org P:321-608-7064 / F:321-608-7070	Utility Operations Mike Brink, Superintendent City of Melbourne mike.brink@mlbfl.org P:321-608-5101 / F:321-608-5105 Water Production Dave Phares, Superintendent City of Melbourne david.phares@mlbfl.org P:321-255-4622 / F:321-255-4636	Florida Premier Outdoor Services, LLC d/b/a Hannah's Lawn Service Andrew Newman 853 New Zealand Avenue Palm Bay, Florida hannahslawnservice@cfl.rr.com P:321-408-0525

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

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services (Std Version 08/23/2023)
- ☒ Exhibit A1: Statement of Work
- ☒ Exhibit A2: Performance Standards
- ☐ Exhibit A3: Maintenance Agreement
- ☒ Exhibit A4: Pricing Schedule
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☐ Exhibit D: Bid Specifications
- ☒ Exhibit D1: Invitation to Bid # ITB-B24007K-0-2024/KL, as modified by addenda (the "ITB")
- ☐ Exhibit D2: Request for Proposal # RFP, as modified by addenda (the "RFP")
- ☒ Exhibit D3: CONTRACTOR's Responsive Bid dated January 25, 2024, but only to the extent responsive to CITY's ITB or RFP, as the case may be (the "Bid")

CITY may purchase and CONTRACTOR shall sell the Services (and Items incidental thereto) as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on **April 04, 2024**, (the "Commencement Date"), subject to the Effective Date. This Contract expires on **April 03, 2025**, (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to five (5) 12-month additional terms.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Jennifer Lamb
Jennifer Lamb, City Manager

3/13/24
Date

ATTEST:

Kevin McKeown
Kevin McKeown, City Clerk

CONTRACTOR:

FLORIDA PREMIER OUTDOOR SERVICES, LLC
a Florida limited liability company,

Derek Newman
Signature Date 2/9/2024

Name: Derek Newman

Title: CEO / Owner

City Use Only

Initial Method of Procurement (mark):

☒ ITB # ITB-B24007K-0-2024/KL

☐ RFP # _____

☐ Exception: _____

Commencement Date: 04/04/2024 **

** Note: But effective no earlier than last of the parties to execute

Expiration Date: 04/03/2025

Renewal: ☐ No ☒ Yes: 5-12 month terms ☐ Not Applicable

Council Approval Date: 3/12/2024

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SERVICES

1. DEFINITIONS

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONTRACTOR incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Purchase Order" is CITY's document setting forth specific Services to be rendered and Order information.
- D. "Order" means CITY's authorization for CONTRACTOR to provide the Services defined in accordance with the CITY's Purchase Order sent to CONTRACTOR.
- E. "Service(s)" means the work which CONTRACTOR is to perform for CITY as set forth in Exhibit A1 in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.
- F. "Expiration Date" is defined as set forth on the first page of this Contract.

2. TERM OF AGREEMENT

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

3. PRICING

- A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein.
- B. The price charged CITY for any Service shall always be CONTRACTOR's lowest price charged any customer for that equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Service to any customer at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.
- C. In the event CONTRACTOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Services provided during the preceding thirty (30) days.
- D. All Applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONTRACTOR shall be stated separately on CONTRACTOR's invoice and borne by CONTRACTOR. In the event that CITY is prohibited by law from remitting payments to the CONTRACTOR unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONTRACTOR. CITY shall not reimburse CONTRACTOR for the amount of such taxes withheld.
- E. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONTRACTOR.
- F. Additional costs including such taxes, surcharges and delivery

costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.

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

4. INVOICING AND PAYMENT

- A. Payment for Services as specified in the contract shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, Contractor must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. CONTRACTOR shall be responsible for and hold the CITY harmless for any and all payments to CONTRACTOR's vendors or subcontractors utilized in the performance of the Services.
- C. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
- D. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- E. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.
- F. No payments shall be made in advance of acceptance of services not covered under this Contract nor for Services not acceptable to CITY.
- G. CONTRACTOR agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- H. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION –

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

beyond the date of termination.

6. NON-EXCLUSIVITY

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

7. TERMINATION

- A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.
- B. CITY may terminate this Contract upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Contract and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing CONTRACTOR with notice of default or an opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to CONTRACTOR but without an opportunity to cure if CITY determines CONTRACTOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONTRACTOR but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONTRACTOR's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.
- I. There shall be no charges for termination of orders for Services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could reasonably have avoided.
- J. Notwithstanding anything else in this Contract, failure to meet the performance date(s) in this Contract shall be considered a material breach of contract and shall allow CITY to terminate the order for the Services and/or any subsequent Orders in the Purchase Order without any liability.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONTRACTOR shall immediately notify CITY in writing and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at

no cost to CITY.

9. SCHEDULING AND ORDERS

- A. CONTRACTOR shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.
- B. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Services under this Contract until such Services are specified in an issued Purchase Order.
- D. CONTRACTOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Contract.

10. WARRANTY

- A. CONTRACTOR represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in CONTRACTOR's trade or industry, and shall meet the descriptions and specifications provided on Exhibit A1 and the performance standards stated in Exhibit A2. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONTRACTOR's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONTRACTOR's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Contract or specifications, whether provided by CITY or furnished with the Item, may be returned to CONTRACTOR at CONTRACTOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.
- B. CONTRACTOR makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:
 - (i) Items will not infringe any party's intellectual property rights;
 - (ii) CONTRACTOR has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
 - (iii) Items are new, and of the grade and quality specified;
 - (iv) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONTRACTOR, and to any other agreed-to specifications; and
 - (v) Items conform to the manufacturing quality provisions set forth in Exhibit A2.
- C. If CONTRACTOR breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Services, CONTRACTOR shall, at CITY's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) CONTRACTOR shall promptly repair, replace, or refund the amount paid for such Items and Services; and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. CONTRACTOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

11. INDEPENDENT CONTRACTOR

In performing Services under this Contract, CONTRACTOR is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONTRACTOR will be solely responsible for determining the means and methods for performing the required Services. CONTRACTOR shall have complete charge and responsibility for personnel employed by CONTRACTOR; however, the CITY reserves the

right to instruct CONTRACTOR to remove from the CITY's premises immediately any of CONTRACTOR's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONTRACTOR's obligation to provide Services under this Contract.

12. SECURITY

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

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

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

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

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

15. INTELLECTUAL PROPERTY INDEMNIFICATION

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

16. GENERAL INDEMNIFICATION

CONTRACTOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this

Contract; or (iii) dangerous defects in Items. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

17. COMPLIANCE WITH LAWS

- A. CONTRACTOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Contract. Lack of knowledge by CONTRACTOR shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONTRACTOR's personnel providing Services to the CITY.
- B. CONTRACTOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONTRACTOR represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONTRACTOR shall provide copies of CONTRACTOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONTRACTOR's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONTRACTOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONTRACTOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Contract, the CITY reserves the right to terminate this Contract in accordance with §448.095, Fla. Stat.
- E. Public Entity Crimes Statement. CONTRACTOR represents and warrants that it is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. CONTRACTOR acknowledges the continuous duty to disclose to the CITY if CONTRACTOR or any of its affiliates are placed on the convicted vendor list.
- F. CONTRACTOR shall maintain, for the duration of this Contract, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONTRACTOR certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONTRACTOR has falsely certified facts under this sub-paragraph or if CONTRACTOR is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract

consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..

- H. Foreign Gifts and Contracts. CONTRACTOR must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- I. Foreign Country of Concern. CONTRACTOR represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideological interests as set forth therein. Violations of this restriction will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- K. CONTRACTOR agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONTRACTOR will perform only those Services identified on Exhibit A1 and will work only in areas designated for such Services. CONTRACTOR shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

- A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. The CITY reserves the right to audit the records of CONTRACTOR for the Services and Items provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of this Contract. Records relating to the performance of this Contract shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:
 - (i) As required by §119.0701, Fla. Stat., CONTRACTOR shall
 - (1) Keep and maintain public records required by the CITY to perform the Services.
 - (2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
 - (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
 - (4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the Service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that

are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

(ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.

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

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Contract contains the entire understanding between the CITY and CONTRACTOR with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONTRACTOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. CONTRACTOR shall not substitute the Items.
- C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
 - First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
 - Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
 - Third, these "Standard Terms and Conditions of Purchase Agreement – Services" incorporated by reference into the Contract.
 - Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting addenda and CONTRACTOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.
- D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.
- G. Notwithstanding anything else contained in this Contract, CITY and CONTRACTOR specifically agree that failure to perform certain obligations undertaken in connection with this Contract would cause irreparable damage, and that monetary damages

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

20. DISPUTES

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

21. ASSIGNMENT; SUBCONTRACTORS

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

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

23. APPLICABLE LAW

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

24. HEADINGS

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

25. SURVIVAL

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

26. TIME

Time is of the essence in the performance of this Contract.

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

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

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EXHIBIT A1

STATEMENT OF WORK

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

CONTRACTOR shall provide mowing services as at multiple CITY Public Works sites as more particularly described as follows:

I. GENERAL DESCRIPTION

CONTRACTOR shall furnish all labor, supervision, equipment and materials, transportation and all other typically needed items for mowing of thirty-two (32) remote utility sites for the CITY's Public Works Department.

II. SCOPE OF SERVICES

A. CONTRACTOR shall perform services approximately thirty-four (34) times annually as specified below:

1. Prior to commencement of work CONTRACTOR shall supply the CITY with a current list of the employees to perform under the contract. The list shall include: names, job title, and driver's license number with expiration date. The list shall be kept current.
2. CONTRACTOR shall supply a monthly work schedule to the appropriate CITY Point of Contact (POC).
3. Many of the service sites are chained and fenced. The CITY will provide CONTRACTOR with keys to the various fenced locations. CONTRACTOR shall provide lock and key for the Water Production sites. The CITY will provide a master key for Lift Stations.
4. CONTRACTOR employees shall check in and out with the Water Production Maintenance Superintendent whenever performing work in these areas (Attachment A).
5. Work shall begin no earlier than 8:00 a.m. and shall not extend past 6:00 p.m., Monday through Friday for Water Production and Lift Station Sites; 8:00 a.m.–3:30 p.m. for Utilities Operations Administration Building Sites (Harper Road Complex). Advanced, written permission must be obtained by the appropriate CITY POC for any work performed on Saturday.
6. CONTRACTOR shall immediately report to the CITY POC any delays of the work schedule and the reason for delay. The CITY shall determine if work not performed to schedule constitutes a deficiency.
7. The CITY reserves the right to suspend any or all work due to poor weather conditions or other extreme conditions. In the event inclement weather prevents the completion of work, CONTRACTOR shall resume work schedule as soon as weather permits. In the event of equipment failure or any other problem that would prevent completion of the schedule, the appropriate CITY POC must be notified immediately.
8. CONTRACTOR shall:
 - a) Remove litter/debris from service sites prior to mowing.
 - b) Mow grass.
 - c) Edge and blow off all sidewalks, curbs, and areas adjoining asphalt.
 - d) Keep all buildings, fences (inside/outside as required per site) and above ground structures free from vegetation by means of weed trimmers.

- e) Remove all debris immediately from work site. All debris and any other matter removed from the contract area shall be disposed of in compliance with federal, state, county, and CITY laws. CONTRACTOR is solely responsible for any disposal fees (dumping charges). The disposal shall be at an authorized landfill. Failure to adhere to this requirement may result in cancellation of contract.
 - f) **Trimming & Herbicide Use:** CONTRACTOR shall trim around all trees, shrubs, poles and posts. Harper Road Area: Use of RoundUp® or other city-approved herbicides shall be applied in mulched and rocked areas as requested by the CITY provided that properly trained personnel are utilized and any required certifications are in place. All herbicide applications are to be confined to within six (6) inches of obstacle. No herbicide may be utilized for curb edging. Curb edging shall be accomplished by mechanical methods only. CONTRACTOR shall trim shrubs at the Harper Road location as needed. CONTRACTOR shall trim shrubs in a uniform and neat manner. Lift Stations and Water Productions Sites: CONTRACTOR shall maintain all areas by mechanical means only. No tree or hedge trimming is included in the scope of work at the Lift Stations and Water Productions Sites.
9. CONTRACTOR shall provide to the CITY an annual statement identifying the brand name and the type of herbicide agent being used in the performance of the contract.
 10. CONTRACTOR shall provide SDS to the CITY prior to use of any chemicals. CONTRACTOR is responsible for any damage associated with the overuse of chemicals. CONTRACTOR shall be liable for any damages that are caused by work herein.

III. MAINTENANCE AREAS/WORK SCHEDULE

- A. Specific sites in each Area below are listed in Attachment A and B and Exhibit A4 (Pricing Schedule) and shall be maintained as specified in this ITB.
 - Water Production Area – Eleven (11) Sites
 - Utilities Operations Area/Harper Road Complex – Twenty (21) Sites
- B. Maintenance Work Schedule

Month	Cuts per Month/per Site
January	1
February	2
March	2
April	3
May	3
June	4
July	4
August	4
September	4
October	3
November	2
December	2

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EXHIBIT A2

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Statement of Work attached and incorporated as Exhibit A1 to the Contract, all Services (and Items incidental thereto) and work provided by the CONTRACTOR shall conform to the following:

I. GENERAL REQUIREMENTS

- A. CONTRACTOR shall comply with all federal, state and local laws and regulations.
- B. CONTRACTOR shall be licensed by certification by The Department of Agriculture Consumer Services Certification for Commercial Landscape Maintenance Personnel as provided in Section 482.256, State of Florida Statutes; Limited Commercial Maintenance; Ornamental & Turf (or commercial certification); or Brevard County Certificate of Competency. Registration in pending class certification will not be sufficient in fulfilling the above criteria.
- C. CONTRACTOR's services shall not unreasonably impede, interfere or delay operations or activities at CITY facilities.
- D. All work shall be performed between the hours of 8:00 AM and 6:00 PM, Monday through Friday for Water Production and Lift Station Sites; 8:00 AM and 3:30 PM for Utilities Operations Administration Building Sites (Harper Road Complex) excluding CITY observed holidays, unless prior approval by the CITY is obtained. Advanced, written permission must be obtained by the appropriate CITY POC for any work performed on Saturday.
- E. CONTRACTOR shall be responsible for obtaining the necessary permits, including associated costs, prior to beginning construction. A copy of the Work write-up shall be posted with the Building Permit on all job sites. These documents shall be made available to the CITY upon request within two (2) business days.
- F. Safety Data Sheet (SDS) - Under the terms of the Florida Right - to - Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance to the CITY.

II. INSPECTION OF WORK

- A. The CITY shall have full control and direction of the Work in all respects. The CITY shall at all times have the right to inspect the Work and the Site. If requested by the CITY, the CONTRACTOR shall uncover any of the Work for inspection and replace same, all at the CONTRACTOR's expense. The CONTRACTOR shall furnish all reasonable means for obtaining such information as the CITY may desire, regarding the quality of the Work and materials and the manner of conducting the Work. If the CITY requires CONTRACTOR to return to correct any deficiencies as specifically outlined by CITY staff, work shall be corrected within three (3) days of notification (verbal or written) by the CITY and at no additional cost to the CITY. Line items shall not be approved for payment until all work is completed to the satisfaction of the CITY.
- B. The CITY shall schedule and participate in a final inspection of the completed project by building official or other approving official, as applicable. Project areas shall be inspected and certified that all installation was in accordance with manufacturer's specifications. Any deficiencies found during final inspection shall be promptly corrected by the CONTRACTOR at no cost to the CITY and to the CITY's satisfaction. Work completed without the required inspection may be required to be removed and reinstalled at CONTRACTOR's expense.
- C. Should CONTRACTOR fail or refuse to remove and renew any defective Work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the CITY shall have the authority to cause the unacceptable or defective Work to be removed or renewed, or such repairs as may be necessary to be made at the CONTRACTOR's expense. Continued failure or refusal on the part of the CONTRACTOR to make any

or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the CITY to declare the Contract default, in which case the CITY, at its option, may purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any monies due, or which may become due him.

- D. Failure of the CITY to discover and reject any defective Work or material shall not prevent later rejection when such defect is discovered, nor will it obligate the CITY to final acceptance.
- E. Condition of Mowing Areas at End of Contract - Four (4) weeks prior to the Contract expiration date, the CITY will make a final inspection to determine the condition of all contract areas. Items found to be improperly maintained by the outgoing CONTRACTOR will be listed and evaluated by the CITY. The CITY will arrange for corrections to be made and the costs for making corrections to the areas will be deducted from final payments to the outgoing CONTRACTOR.

III. CHANGES/MODIFICATIONS IN WORK

- A. The CITY may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of written "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen Work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements.
- B. The CITY reserves the right to make such changes in the Scope of Work within the general scope of the Contract at any time by a written Change Order that may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. In making any change, the charge or credit for the change shall be approximately determined by one of the following methods prior to the issuance of the order for the changed Work.
 - 1) The change order shall set a total lump sum price for the change in the Work of the CONTRACTOR, including the CONTRACTOR's overhead and profit; also, the change order shall specify whether the amount is to be added to or deducted from the original contract price.
 - 2) When the price for the Work is determined on the basis of the number of units used, estimate the number of units which are changed, multiply the estimated number of unit(s) by the price (the price shall include the CONTRACTOR's overhead and profit) and this new total shall be specified on the change order as to whether it is to be added or deducted from the original contract price.
- C. Should the CONTRACTOR encounter, or the CITY discover conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character, the attention of the CITY shall be called immediately to such conditions before they are disturbed (notice to be provided to the CITY in writing.) The CITY shall thereupon promptly investigate the conditions, and if CITY finds they do so materially differ, the Contract shall, with the written approval of the CITY, be modified to provide for any increase or decrease of cost, or difference in time resulting from such conditions.
- D. CONTRACTOR shall not proceed with the changes in the Work until a formal purchase order change order is received from the Procurement Division. The CONTRACTOR shall keep a tally of the correct amount of the costs of the changes together with all vouchers, invoices, etc., as directed by the CITY. These records shall be made available to the CITY at all times upon request. CONTRACTOR shall, when required by the CITY, furnish to the CITY an itemized breakdown of the quantities and prices used in computing the value of any proposed change order.

IV. DELAYS

- A. CONTRACTOR shall submit to the CITY a request for Contract time extension in writing with an initial 5 calendar day notice and a 30 calendar day final notice after the elimination of the delay to controlling

item of Work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include, as a minimum, all documentation that the CONTRACTOR wishes the CITY to consider related to the delay, and the exact number of calendar days requested to be added to Contract Time. If the CONTRACTOR contends that the delay is compensable CONTRACTOR shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the CONTRACTOR fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the CITY of the timely opportunity to verify the delay and the costs of the delay, the CONTRACTOR waives any entitlement to an extension of Contract Time or additional compensation for the delay.

- B. The CITY shall have the authority to suspend the Work wholly, or in part, for such period(s) as deemed necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory execution of the Work, or such time as is necessary, due to the failure on the part of the CONTRACTOR to carry out orders given or perform any or all provisions of the Contract.
- C. If it should become necessary to stop Work for an indefinite period, the CONTRACTOR shall store all materials in such a manner that they will not become an obstruction nor become damaged in any way. CONTRACTOR shall take every precaution to prevent damage or deterioration of the Work performed.
- D. CONTRACTOR shall not suspend the Work without written authority from the CITY and shall proceed with the Work promptly when he has received written notice from the CITY to resume operations.
- E. No allowance of any kind will be made for such suspension of Work -except in equivalent extension of time for completion of the Contract.

V. SAFETY REQUIREMENTS

- A. In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation (23 CFR 635). CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the Contract.
- B. CONTRACTOR shall provide, erect, and maintain, at its own expense, barricades, danger warnings, and detour signs whenever they may be necessary. CONTRACTOR shall place sufficient lights on and/or near the Work and keep them illuminated from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protections about the Work; provide all guards by day or night and take all other precautions that may be necessary.
- C. CONTRACTOR shall maintain a list of hazardous material used in the performance of the Work and shall update the list as applicable.
- D. Prior to the commencement of the project, CONTRACTOR (including their subcontractors if applicable) shall, if requested by the CITY, provide to the CITY a written copy of their respective safety plans for review.
- E. CONTRACTOR shall insure that his/her employees are provided and use personal protective equipment (PPE) necessary to perform under the contract and are trained in maintenance of traffic. FDOT approved safety vests shall be worn at all times and safety goggles, ear protection, gloves, etc. shall be provided and utilized as appropriate.
- F. CONTRACTOR shall provide all necessary safety equipment and actions deemed necessary by the CONTRACTOR or required by state or federal safety regulations for CONTRACTOR employees.
- G. Safety Considerations and Maintenance of Traffic (Mot): During mowing/maintenance operations, temporary "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used in right-of-way must be properly signed and equipped with working safety lights. CONTRACTOR is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of

Traffic Plan (MOT) shall be prepared and implemented by CONTRACTOR when required. All work shall be performed according to FDOT safety and signage recommendations.

- H. Traffic Regulation: CONTRACTOR shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. CONTRACTOR shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, the CONTRACTOR shall remove all debris, excess materials and barricades leaving work sites clear of all obstructions. It will be the sole responsibility of the CONTRACTOR to familiarize himself and his employees with these provisions.
- I. All CONTRACTOR vehicles must be properly parked in observance of all regulatory signs and street markings.
- J. CONTRACTOR Violations – CONTRACTOR shall report all violations of OSHA and other regulations during their performance of the work to the CITY and shall be immediately corrected by the CONTRACTOR. Failure to comply with required safety procedures shall result in the suspension of the work of the CONTRACTOR until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the CONTRACTOR may be referred by the CITY to the appropriate authorities.
- K. CONTRACTOR shall immediately report all conditions or damage occurring to CITY or private property whether caused by or observed by CONTRACTOR personnel.
- L. Protection of Existing Sites, Structures and Utilities: Where performance of maintenance activities endangers adjacent sites, structures and utilities, CONTRACTOR shall at his own expense carefully protect all such sites, structures and utilities so that there will be no loss or utilities service damage. In case of damage to existing sites, structures or utilities, CONTRACTOR shall restore the site, structure or utility to its original condition and position without compensation from the CITY.

VI. CONTRACTOR PERSONNEL/VEHICLES/EQUIPMENT

A. Personnel

- 1. CONTRACTOR shall ensure that all Work is performed by persons qualified in the respective trades necessary to properly complete the Work.
- 2. CONTRACTOR personnel performing under this Contract shall, at all times, possess a valid State of Florida vehicle operator license appropriate for the class of vehicle.
- 3. CONTRACTOR's personnel and subcontractors used on this CITY project shall be easily identifiable as CONTRACTOR personnel. CONTRACTOR agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on CITY property.
- 4. All CONTRACTOR personnel performing under this Contract shall follow appropriate CITY safety and check in/check out policies and procedures for each site. These policies and procedures will be provided by the CITY prior to commencement of work.
- 5. A Supervisor/Foremen shall be onsite at all times during the performance of work to direct and coordinate CONTRACTOR personnel. The supervisor must have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with the POC or designee.
- 6. All CONTRACTOR employees shall be under direct employment of CONTRACTOR. **No subcontracting or day labor is permitted under this contract.**
- 7. Employees driving CONTRACTOR's vehicles shall at all times possess and carry a valid vehicle operator's license issued by the State of Florida, the class of which shall be appropriate for the vehicles operated, in accordance with state law.

8. All CONTRACTOR personnel performing maintenance of traffic activities shall possess valid and verifiable certificates of training as per the most current State of Florida standards and regulations and be familiar with moving MOT procedures accordingly and follow these procedures at all times. At least one (1) member of the CONTRACTOR's work crew shall hold an Intermediate MOT Certification.

B. Vehicles/Equipment

1. CONTRACTOR vehicles used in the performance of this Contract shall have Company name and telephone number prominently displayed.
2. CONTRACTOR shall provide and maintain during the entire period of the Contract, equipment sufficient in number, condition, and capacity, to efficiently perform the work required. CITY reserves the right to inspect and reject any or all CONTRACTOR equipment that will be used in the performance of the contract. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY shall direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY.
3. Mowers and power equipment shall be kept in good safe operating condition, sharp blades, and fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of CONTRACTOR to clean up and remove at CONTRACTOR's expense. CONTRACTOR shall replace any damage to plant material by such fuel or oil spills within three (3) days at CONTRACTOR's expense.
4. CONTRACTOR shall be responsible for storing all equipment and supplies off-site. The CITY will not provide any storage space for CONTRACTOR.
5. All vehicles shall have the name of the CONTRACTOR, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. CONTRACTOR may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on CITY property. CONTRACTOR shall supply the CITY with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

VII. USE AND MAINTENANCE OF PREMISES

- A. CONTRACTOR shall provide clear and safe passageways in and around structure during project.
- B. CONTRACTOR shall keep the premises clean and orderly during the course of the Work and shall be broom cleaned upon completion. CONTRACTOR shall provide at least one (1) container on site for the collection of waste materials, rubbish and debris. CITY waste containers shall not be used. CONTRACTOR shall not allow the accumulation of debris, rubbish and waste materials to accumulate and become unsightly or hazardous. All items removed must be properly disposed of in compliance with all federal, state and local laws and ordinances.
- C. At the conclusion of each Work day, CONTRACTOR is to remove debris from the ground surrounding the Work site. At regular intervals during the Work progress, the site shall be cleaned, and waste materials must be removed from the site. Drop cloths or other appropriate protective materials or devices shall be used at all times to protect items and the grounds during construction or painting.
- D. Upon final completion of the Work and before acceptance and final payment shall be made, CONTRACTOR shall clean and remove from the site, the right-of-way, and adjacent property, all surplus and discarded materials, rubbish, and temporary structures. The CONTRACTOR shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area. The placing of materials of every character, rubbish, or equipment on the abutting property -- with or without

the consent of the property owner(s) -- shall not constitute satisfactory disposal. If the Work is of such a character as may be done by block or sections, the CONTRACTOR may be required to promptly remove and dispose of accumulated rubbish, debris, or surplus materials from blocks or sections as completed or partially completed. No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of Work.

- E. Any damages done to the property on the site or to adjacent property caused by the CONTRACTOR, any of his employees or sub-contractors shall be repaired or replaced by the CONTRACTOR at no expense to the CITY and to the CITY's satisfaction. In the event CONTRACTOR does not immediately repair, to the satisfaction of the CITY, damage to public and/or private property, the CITY may correct such damage and deduct the costs due to CONTRACTOR. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover the amount of the deduction, the CONTRACTOR shall pay the difference to the CITY.
- F. In the event of severe weather CONTRACTOR shall immediately take all protective actions necessary to secure site(s), materials, debris and equipment to the satisfaction of the CITY. All construction materials and equipment shall be secured against displacement by wind forces.

G. Utilities/Facilities

- 1. The CITY shall provide, at no cost to CONTRACTOR, utilities and toilet facilities that are existing and available at each site for Work performed under the Contract.
- 2. Water: The CITY shall furnish to CONTRACTOR from existing CITY facilities and without cost to CONTRACTOR, a supply of water necessary for the performance of Work under this Contract. The CITY will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of CONTRACTOR to determine the extent to which existing CITY water supply source is adequate for the needs of the Contract.

All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of CONTRACTOR, and costs included in the Scope of Services. All Work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the CITY. Said taps, connections, and accessory equipment shall be maintained by CONTRACTOR in a Workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of CONTRACTOR, so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of the CITY.

- 3. Electricity: The CITY shall furnish to CONTRACTOR from existing CITY facilities and without cost to CONTRACTOR, electricity necessary for the performance of Work under this Contract. It is the responsibility of CONTRACTOR to determine the extent to which existing CITY electrical facilities are adequate for the needs of this Contract.

All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of CONTRACTOR, and costs included in the Bid or proposal. All Work in connection therewith shall be coordinated, scheduled and performed as directed and approved by the CITY. Said taps, connections, and accessory equipment shall be maintained by CONTRACTOR in a Workman like manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of CONTRACTOR, and costs included in the Bid or proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of the CITY.

VIII. CONTRACT PRICE ADJUSTMENTS

All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. The CITY may entertain a request for price adjustments, in writing prior to the completion of each term of the contract. CONTRACTOR shall be notified in writing of the CITY's intent to renew. It is the

CONTRACTOR's responsibility to request any pricing adjustment in writing at least thirty (30) calendar days prior to the completion of each term of the contract. CONTRACTOR's adjustment request must clearly substantiate the requested increase (with copies of manufacturer's invoices, notices of price increases, etc.). No price adjustment will be approved to compensate CONTRACTOR for inefficiency or for errors or omissions in judgment or for additional profit. The CITY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). The CITY also reserves the right to consider other information related to special economic and/or industry circumstances when evaluating a price change request. The CITY reserves the right to accept or reject the request for a price adjustment and to review contract pricing for price de-escalation utilizing the above methods as well.

New pricing, if acceptable to the CITY, shall go into effect upon execution of contract amendment for renewal.

IX. INVOICING

- A. The CITY shall pre-audit bills, invoices, and/or charges submitted by the CONTRACTOR and pay the CONTRACTOR only for approved bills, invoices, and/or charges. The CITY shall ensure that all CONTRACTOR bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

The CITY will review the invoices to determine accuracy of percentage of Work completed and accepted by the CITY

Invoices shall include the following information:

- Company Name
 - Remittance address on the face of invoice
 - CITY Purchase Order Number
 - Contract Number
 - Invoice Number
 - Date of delivery of goods
 - Delivery location/address
 - Description of goods provided per line item (include part #s as applicable)
 - Unit prices and extended total prices of goods provided
 - Allowable discounts
- B. CONTRACTOR shall submit separate invoices (itemized by site location) for each of the following areas: (1) Water Production Sites; (2) Utility Sites (Lift Stations); (3) Harper Road Complex. Invoicing will be submitted on a monthly basis and payment will be made within forty-five (45) calendar days after receipt of an itemized invoice from the CONTRACTOR and acceptance of the work by the CITY, less any deductions or assessments as described. Payment will only be made for the actual quantities of work performed.
- C. A proper invoice shall be considered received after it is date stamped by the CITY's Director of Finance. If CONTRACTOR submits an improper invoice, the CITY shall, within 10 days after receipt of said invoice, notify CONTRACTOR, in writing, that the invoice is improper and indicate the action(s) needed to correct the invoice.

X. PAYMENT

Payment will be made within 45 days after receipt of an invoice acceptable to the CITY, in accordance with Florida Local Government Prompt Payment Act. The CITY reserves the right to withhold payment for any Services rejected for nonconformance.

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EXHIBIT A4**PRICING SCHEDULE**

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

Item	Location	Address	Est Sq Ft	Scope of Work	UOM	Est Annual Cuts	Unit Cost
WATER PRODUCTION SITES:							
1	Avenue B: Chlorine Booster Station	211 E Ave B	1,184	Cut and maintain fenced area and north entrance from fence to Avenue B.	Cut	34	\$15.00
2	Canova Booster Pumping Station	930 Wallace Ave	77,728	Cut and maintain fenced area to include any overgrowth from neighboring properties; south entrance to station; and from fence to street (approximately forty-five (45) feet).	Cut	34	\$50.00
3	Front Street Chlorine Booster Station	1313 E New Haven Ave	4,248	Cut and maintain twenty-five (25) feet east from the existing fence and fifty (50) feet south of sidewalk.	Cut	34	\$15.00
4	Hibiscus Booster Pumping Station	966 W Hibiscus Blvd	18,144	Cut and maintain fenced area and three (3) feet around outside fence.	Cut	34	\$25.00
5	Indialantic Vacant Lot	807 S Palm Ave	17,818	Cut and maintain fenced area to include any overgrowth from neighboring properties extending inside the perimeter fencing; entrance side of the tank; and from the front fence to the street. Note: Extra care shall be used to guard against damage to sprinkler system.	Cut	34	\$25.00
6	North Booster Station & Lot	2595 McGraw Ave	56,700	Cut and maintain fenced area west of existing trailer to entrance and from south fence to beginning of maintenance road on north side of tank. Maintain area around ground storage tank and pump room. Open lot to the north shall be maintained to fence lines. Maintain area outside front fence to road.	Cut	34	\$110.00
7	North Well Road	McGraw Ave	184,600	Cut and maintain twenty (20) foot from each side of road from gate entrance to pump station. Cut and maintain inside fenced areas of Well #1, Well #2 and attached generator station, Well #4 and outward from the fences. Maintain inside fenced area of the pump station located at the west end of road and outside of the fence to the edge of the lot.	Cut	34	\$75.00
8	Oak Street Vacant Lot	1503 Oak Street	12,901	Cut and maintain lot area.	Cut	34	\$20.00
9	Patrick Elevated Tank	250 Scorpion Court	26,671	Cut and maintain fenced area and ten (10) feet around outside of fence.	Cut	34	\$35.00

10	Pineda Pump Station	2935 Pineda Causeway	72,000	Area shall be cut and maintained inside the fenced area. Cut and maintain areas around ground storage tank and related structures/apparatus.	Cut	34	\$50.00
11	Wickham Road Vacant Lot	1893 N Wickham Road	18,876	Cut and maintain lot area to road edge.	Cut	34	\$25.00
UTILITY OPERATIONS SITES (Lift Stations & Harper Road Complex):							
1	Lift Station 7	1820 Cedarwood Dr	6,000	Cut and maintain lot area around the Lift Station fenced area and guard rail.	Cut	34	\$20.00
2	Lift Station 9	660 Laurie Street Adjacent	840	Cut and maintain lot area around the Lift Station fenced area and guard rail.	Cut	34	\$18.00
3	Lift Station 10	976 Bell Street	400	Cut and maintain lot area to road edge and around structures/apparatus.	Cut	34	\$15.00
4	Lift Station 15	2301 Sarno Road	350	Cut and maintain lot area to road edge and around structures/apparatus.	Cut	34	\$15.00
5	Lift Station 17	1459 Sarno Road	384	Cut and maintain around the Lift Station.	Cut	34	\$15.00
6	Lift Station 18	1357 Palmwood Dr Adjacent	450	Cut and maintain lot area to road edge and around structures/apparatus.	Cut	34	\$18.00
7	Lift Station 20	2095 Avocado Ave	1,860	Cut and maintain around the Lift Station fenced area and guardrail.	Cut	34	\$25.00
8	Lift Station 23	1371 W Eau Gallie Blvd	5,580	Cut and maintain lot area to road edge and around structures/apparatus.	Cut	34	\$20.00
9	Lift Station 30	1076 Hyde Park Lane	590	Cut and maintain lot area to road edge and around structures/apparatus.	Cut	34	\$25.00
10	Lift Station 32	732 North Drive	312	Cut and maintain lot area to road edge and around structures/apparatus.	Cut	34	\$15.00
11	Lift Station 33	4551 W Eau Gallie Blvd	300	Cut and maintain lot area to road edge and around structures/apparatus.	Cut	34	\$15.00
12	Lift Station 38	491 East Nasa Blvd	400	Cut and maintain lot area to road edge and around structures/apparatus.	Cut	34	\$15.00
13	Lift Station 40	24 Crown Blvd	1,400	Cut and maintain lot area to road edge and around structures/apparatus.	Cut	34	\$15.00
14	Lift Station 42	1310 Shenandoah Dr	1,200	Cut and maintain lot area to road edge and around structures/apparatus.	Cut	34	\$15.00
15	Lift Station 50	1777 Temple Terrace	760	Cut and maintain lot area to road edge and around structures/apparatus.	Cut	34	\$15.00
16	Lift Station 53	925 Benton Dr	5,280	Cut and maintain lot area to road edge and around structures/apparatus.	Cut	34	\$20.00
17	Lift Station 88	4016 Aria Dr	400	Cut and maintain lot area to road edge and around structures/apparatus.	Cut	34	\$15.00
18	Lift Station 89	2324 St Andrews Cir	40	Cut and maintain around the Lift Station.	Cut	34	\$15.00
19	Lift Station 92	2205 Grant Place	1,400	Cut and maintain lot area.	Cut	34	\$20.00

20	Utility Operations Building Complex	2881, 2885, and 2891 Harper Road	67,000	Cut, trim and edge with some light weed control in areas identified on site map	Cut	34	\$70.00
21	Public Works Complex - Multiple Areas	Harper Rd	195,000	Cut, edge and weed eat lot areas. Maintain hedges and spray beds for weeds around office buildings.	Cut	34	\$230.00

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. Bid.

This Contract is awarded based on CONTRACTOR's Bid responding to CITY's ITB. CONTRACTOR represents and warrants that all information and representations contained in the Bid is truthful to the best of CONTRACTOR's knowledge and belief and CONTRACTOR hereby restates and affirms all representations contained in the Bid.

2. Performance Bonds.

No performance bonds or payment bonds are required by this Contract.

3. Notice to Parties

- A. Notice to the City regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the City Procurement Contact as identified on the cover page of this Contract. Notice and communication with the City regarding the Services shall be directed to the City Department Contact as identified on the cover page of this Contract. Inquiries regarding payment to CITY shall be directed to City of Melbourne, Accounts Receivable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONTRACTOR shall be directed to the CONTRACTOR Contact as identified on the cover page of this Contract.
- C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

Procurement Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONTRACTOR:

Florida Premier Outdoor Services, LLC
Andrew Newman
853 New Zealand Ave. NW
Palm Bay, Florida 32907

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

4. Insurance Requirements

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

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

- B. Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR to maintain only Hired & Non-Owned Auto Liability Insurance.
- C. Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. CONTRACTOR shall require their Subcontractor(s) similarly to provide Worker's Compensation Insurance for all of the latter's employees engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of employees not otherwise protected.
- D. Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the City of Melbourne has been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance.
- E. All coverage for CONTRACTOR's subcontractors shall be subject to all of the requirements stated herein.

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EXHIBIT D1
INVITATION TO BID # ITB-B24007K-0-2024/KL
On file in Procurement Division

EXHIBIT D3
CONTRACTOR'S RESPONSIVE BID/PROPOSAL
On file in Procurement Division



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

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

Subject:

Professional Services Selection for the Stormwater Quality Master Plan and authorization to negotiate a contract with Geosyntec Consultants, Inc., Jacksonville FL.

Background/Consideration:

The process to select a consultant for the professional services for the development of an updated Stormwater Quality Master Plan began on January 9, 2026, with a public advertisement requesting qualifications from interested professional consulting firms.

On February 20, 2026, three (3) applicant firms submitted their qualifications. All three (3) of the responses were deemed responsive. The three responsive firms were as follows: South Florida Engineering and Consulting, LLC – LakeWorth Beach, FL, Water Resources Management Associates – Jupiter, FL, Geosyntec Consultants, Inc. – Titusville, FL.

A five-member consultant selection committee was formed from staff within the Engineering Department, Streets and Stormwater Division, and City Manager's Office. The selection committee ranked Geosyntec Consultants, Inc. of Titusville, FL as the top firm.

Fiscal/Budget Impact:

There is no fiscal impact at this time. When the contract is awarded, funding will come from Project No. 20016.

Requested Action:

Approval of the selection committee's recommendation of Geosyntec Consultants, Inc. of Titusville, FL, as the top ranked firm to provide professional services for the development of the Stormwater Quality Master Plan update for the City of Melbourne; and authorization to negotiate a contract with Geosyntec Consultants, Inc. of Titusville, FL for the Stormwater Quality Master 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: March 10, 2026
Re: Professional Services Selection for Stormwater Quality Master Plan

The process to select a consultant for the professional services for the development of an updated Stormwater Quality Master Plan began on January 9, 2026, 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 City Managers Office.

Applicants

On February 20, 2026, three (3) applicant firms submitted their qualifications, all three (3) of the responses were deemed responsive.

The three responsive firms were as follows:

South Florida Engineering and Consulting, LLC – LakeWorth Beach, FL

Water Resources Management Associates – Jupiter, FL

Geosyntec Consultants, Inc. – Titusville, 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	J. Danielle Straub, Chair, Engineering	James Ennis, Engineering	William McDonald, Streets & Stormwater	Rebecca Thibert, City Mangers Office	Patrick Cooke, Engineering	Total Score
South Florida Engineering and Consulting, LLC	3	3	3	3	3	15
Water Resources Management Associates	2	2	2	2	1	9
Geosyntec Consultants, Inc.	1	1	1	1	2	6

Fiscal/Budget Impact

No fiscal impact at this time. When the contract is awarded, funding will come from Project No. 20016.

Recommendation

Recommend that City Council approve the selection committee's recommendation of Geosyntec Consultants, Inc. of Titusville, FL, as the top ranked firm to provide professional services for the development of the Stormwater Quality Master Plan update for the City of Melbourne.

Recommend the City Council authorize staff to negotiate a contract with Geosyntec Consultants, Inc. of Titusville, FL, for the Stormwater Quality Master Plan update for the City of Melbourne.



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

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

Subject:

Contract award to V.A. Paving, Inc., Cocoa, FL, for Paving Services and Asphaltic Concrete.

Background/Consideration:

The scope of work will include milling and paving for the City on a work-order basis. Services will be used primarily for the pavement management program for milling and resurfacing. In addition to the pavement management program efforts, services will be used for roadway restoration associated with utility repairs.

V.A. Paving, Inc., of Cocoa, FL was awarded the Brevard County contract for their Paving Services and Asphaltic Concrete, ITB# B-6-23-70. The original contract term began on August 31, 2023 and expires on August 31, 2026. The source contract provides for two (2) additional one (1) year renewals. Staff is seeking to piggyback on Brevard County's contract with VA Paving, utilizing unit prices thereunder. The Brevard County source contract is available in the Engineering Department for review.

The City's piggyback contract (also referred to as Agreement for Purchase of Goods and Services Previously Bid) will allow for individual work orders to be brought to the City Manager/City Council for approval for each project. The agenda memo includes additional details on the scope of work and contracting method.

Fiscal/Budget Impact:

There is no fiscal impact at this time. Individual work orders will have fiscal impacts at the time of approval.

Requested Action:

Approval of a contract award to V.A. Paving, Inc., Cocoa, FL for Paving Services and Asphaltic Concrete.

Memorandum

To: Jenni Lamb, City Manager
Thru: James W. Ennis, City Engineer
From: J. Danielle Straub, Assistant City Engineer
Date: March 10, 2026
Re: Contract award for Paving Services & Asphaltic Concrete, VA Paving, Inc., Cocoa, FL

This is a contract award for milling and re-paving services as needed for various City efforts including the annual pavement management program and roadway restoration for utility cuts.

V.A. Paving, Cocoa, FL was one of the three contractors awarded the Brevard County contract for their Asphaltic Concrete Contract (B6-23-70, Effective Dates: 8/31/2025-8/30/2026). This contractor has a history of satisfactorily completing projects with the City of Melbourne. Unit prices under this contract will be used.

Scope of Services

The scope of work will include milling and re-paving within the city on a work order basis. Services will be primarily used for the pavement management program for milling and resurfacing. In addition to the pavement management program efforts, services will be used for roadway restoration required when utility repairs cut into the pavement.

This contract does not include striping, traffic control and ADA upgrades typically needed for the annual pavement management program. Those services will be contracted separately.

Compensation and Schedule

Work Orders will be brought before the City Manager/Council for approval. Each work order will establish cost and schedule.

Recommendation

Recommend approval of a contract award to V.A. Paving, Inc., Cocoa, FL for Paving Services & Asphaltic Concrete.

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES PREVIOUSLY BID

Asphaltic Concrete

This Agreement for Purchase of Good and Services Previously Bid (this "Agreement") is made this _____, by and between the **City of Melbourne**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY"); and **V.A. Paving, Inc.**, whose address is 2955 Lake Drive, Cocoa, FL 32926 (the "CONTRACTOR").

RECITALS

WHEREAS the CITY desires to purchase asphaltic concrete on an as needed basis; and

WHEREAS, pursuant to an Invitation to Bid, Brevard County, Florida entered into that certain contract titled "*Paving Services & Asphaltic Concrete*" with CONTRACTOR dated August 31, 2023 pursuant to Brevard County Invitation to Bid #B-6-23-70; and

WHEREAS, the CITY has reviewed the procurement process and scope of services of such competitively bid Brevard County and has determined that it is an agreement that can be utilized by the CITY to purchase Asphaltic Concrete pursuant to City Code, §2-576(1); and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of such Brevard County contract; and

WHEREAS, the CITY desires to contract with the CONTRACTOR for the purchase of asphaltic concrete, utilizing the prices for goods and services contained in the CONTRACTOR's existing agreement with Brevard County; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Source Contract

2.1 The CONTRACTOR agrees to provide and the CITY agrees to pay for services and materials for road paving, resurfacing, patching, and cold patch (one ton minimum) using asphalt in accordance with the prices, terms and conditions set forth in that certain contract titled "*Paving Services & Asphaltic Concrete*" dated August 31, 2023 between Brevard County and V.A. Paving, Inc., and based on the Brevard County ITB #B-6-23-70, attached hereto as Exhibit 1 and incorporated herein by reference (the "Source Contract"), as modified in this Agreement. Nothing herein shall be read as a transfer, assignment or delegation of the Source Contract from Brevard County to the City of Melbourne. This is a non-exclusive services contract and the CITY may award a contract for similar services pursuant to City rules and regulations and shall not be limited to contracting with other bidders of Brevard County's invitation to bid.

2.2 Regarding the current terms of the Source Contract, the CONTRACTOR represents the following as true and correct:

- a. The term of the Source Contract is currently scheduled to expire on August 30, 2026 with two (2) additional one-year renewals.
- b. CONTRACTOR currently provides goods and services to Brevard County on the basis of the adjusted prices set forth on Attachment titled "*Bid Tabulation*" to the Source Contract. Prices

with Brevard County may be adjusted in accordance with the FDOT Asphalt Index by utilizing the formula for price adjustments for bituminous materials included in the FDOT Standard Specification for Road and Bridge Construction, pursuant to the Source Contract.

2.3 All disclosures and representations provided by CONTRACTOR resulting in the Source Contract are hereby expressly represented as true and correct as of the date of this Agreement. All certifications provided by CONTRACTOR resulting in the Source Contract are hereby expressly re-certified as true and correct as of the date of this Agreement. CONTRACTOR further understands and agrees that CONTRACTOR and the CITY intends for and do rely upon such disclosures, representations and certifications in entering into this Agreement.

Section 3. Term of this Agreement

The term of this Agreement shall commence upon the date of the last of the parties to execute this Agreement. Pursuant to the terms of the Source Contract, the parties hereby agree that the Agreement shall expire on August 30, 2026, unless otherwise terminated, without the option to renew this Agreement. The exercise of renewal is in the CITY's sole discretion and is not dependent upon of expirations, extensions or terminations made between Brevard County and the Contractor.

Section 4. Purchase Order.

On an as-needed basis, the CITY will issue a purchase order against this Agreement as authorization for the CONTRACTOR to provide goods and services as set forth in said purchase order. As requested by the CITY pursuant to a written purchase order issued by the CITY, the CONTRACTOR shall provide to the CITY the Scope of Services set forth in the Source Contract utilizing the prices set forth in the Source Contract and all pursuant to the terms and conditions set forth in the Source Contract and this Agreement. All transaction related fees will be charged based on the fee schedule provided in Attachment C of the Source Contract. Out-of-pocket expenses set forth therein shall be applicable only to transactional services related to the issuance of bonds.

CONTRACTOR currently provides goods and services on the basis of the prices set forth pursuant to the terms and conditions of the Source Contract. Prices may be adjusted in accordance with the FDOT Asphalt Index and by utilizing the formula for price adjustments for bituminous materials included in the FDOT Standard Specification for Road and Bridge Construction, pursuant to the Source Contract. Price adjustments shall be upon mutual agreement of the CITY and the CONTRACTOR, independent of the price adjustments made between Brevard County and the CONTRACTOR.

Payment by the CITY will be subject to the CITY's purchase order and final acceptance of services performed by CONTRACTOR. Acceptance on behalf of the CITY is not effective until evidenced in writing by the City Engineer.

Section 5. Modifications to the Source Contract.

The recitals set forth in the Source Contract are true and correct and applicable to this Agreement. Other than such recitals, the Source Contract, as it applies to the CITY and the CONTRACTOR, is hereby modified as set forth below.

5.1 Definitions.

- a. All references in the Source Contract to "Brevard County" or "the County" or "the Owner" or "the Board of County Commissioners" shall be replaced with and refer to the "City of Melbourne, a Florida municipal corporation."
- b. All references in the Source Contract to the "Contractor" shall refer to the CONTRACTOR.
- c. All references in the Source Contract to the "County Manager" shall be replaced with and refer to the CITY's City Manager.
- d. All references in the Source Contract to the "Project Manager" shall be replaced with and refer to the CITY's City Engineer or his designee. The Project Manager will receive correspondence at 900 East Strawbridge Avenue, Melbourne, Florida 32901, Telephone 321-608-7300 with a copy to Engineering@MLBFL.org.

- e. All references in the Source Contract to the “Brevard County Public Works Department” shall be replaced with and refer to the CITY’s Engineering Department.
- f. All references in the Source Contract to “Work Order” shall mean and refer to a written purchase order against the Contract for construction work in accordance with the terms and conditions of Contract as approved and issued by the CITY in accordance with CITY policies and procedures.

5.2 Public Records.

Number 52 of the Source Contract is hereby amended to add the following provisions:

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

To the extent CONTRACTOR is “acting on behalf of the CITY” CONTRACTOR shall be subject to the following provisions:

- (i) As required by §119.0701, Fla. Stat., CONTRACTOR shall (1) Keep and maintain public records required by the CITY to perform the Services. (2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY. (4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the Service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY’s custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- (ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Agreement by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys’ fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.
- (iii) The term “public record” as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means

of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONTRACTOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONTRACTOR.

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

5.3 FEMA

Number 57 of the Source Contract is hereby deleted and replaced with the following:

During a hurricane or other State or County declared emergency related to the weather, the CONTRACTOR will be required to begin response within one hour after notification and be onsite no later than two hours after notification unless due to circumstances beyond control of the CONTRACTOR (roadway damage, etc.). Cost of the service will be at the non-standard working hours.

If any emergency declaration (whether or not related to weather) is made or a declaration is made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707, signed into law November 23, 1988; amended the Disaster Relief Act of 1974, PL 93-288, Contractor agrees to comply with the terms outlined in Attachment B: Federal Emergency Management Agency (FEMA) Contract Requirements, incorporated herein by this reference.

Section 6. Miscellaneous.

- 6.1 The CITY and the CONTRACTOR represent that each, respectively, has full right, power and authority to execute this Agreement, and perform its respective obligations hereunder.
- 6.2 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of, or amendment to, this Agreement must be in writing and executed by both parties.

6.3 If any term or provision in this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

Section 8. Conflicting Provisions.

In the event of a conflict between the provisions set forth in this Agreement and those contained in the Source Contract, the provisions set forth herein shall control.

CITY OF MELBOURNE,
A Florida municipal corporation

V.A. PAVING, INC. ,
A Florida corporation

By: _____
Jenni Lamb
City Manager

By: _____
Name: _____
Its _____

Date: _____

Date: _____

(CITY SEAL)

ATTEST: _____
Kevin McKeown, City Clerk

Exhibit 1 - Source Contract



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

Department:	Financial Services
Presenter:	Ross McGinn
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.g.

Subject:

City of Melbourne's 2025 Annual Comprehensive Financial Report and the two CRA Annual Financial Reports.

Background/Consideration:

The Independent Auditors, Carr, Riggs & Ingram, LLC, audited the 2025 Annual Comprehensive Financial Report (ACFR) and the two Community Redevelopment Agency (CRA) 2025 Annual Financial Reports. The Independent Auditors issued an unmodified opinion on all financial statements. The auditors stated there were no material weaknesses or significant deficiencies in internal controls over the financial reporting identified. As part of the audit of Federal Awards and State Projects, the auditors noted two material weaknesses and significant deficiencies in the City's compliance with major federal programs and state programs for the year ended September 30, 2025, both of which have since been corrected and a corrective action plan put into place.

The Annual Financial Report (AFR) for each CRA was prepared by the City and audited independently of the ACFR. Due to the size of the files, each AFR has been provided to City Council under separate cover, along with the Independent Auditors' Report, the Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters, the Independent Auditors' Management Letter and Report on Compliance with Section 163.387(6) and Section 163.387(7) and, finally, the Independent Auditors' Report on Compliance with Section 218.415, Florida Statutes.

Carr, Riggs & Ingram, LLC, will be present at the City Council Meeting in the event City Council has any questions regarding the materials provided. Upon acceptance, the ACFR and associated documents will be posted to the City's website and transmitted to external agencies as required.

Fiscal/Budget Impact:

N/A

Requested Action:

Acceptance of the 2025 Annual Comprehensive Financial Report and the two Community Redevelopment Agency's Annual Financial Reports.



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

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

Subject:

Items Removed from the Consent Agenda

Background/Consideration:



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

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	6
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.14.

Subject:

Ordinance No. 2026-14, Annexation (ANNX2026-0002), Ordinance No. 2026-15, Comprehensive Plan Amendment *Minor Amendment* (MAP2026-0005), and Ordinance No. 2026-16, Zoning Request (MAP2026-0006) 1634 Pine Hill Drive

Background/Consideration:

This is the first reading of three ordinances annexing a 0.20±-acre parcel and establishing a Low Density Residential Future Land Use and R-1A (Single Family Low Density Residential District) zoning. The subject property is located on the north side of Pine Hill Drive, east of Wickham Road and south of Kingston Lane (1634 Pine Hill Drive, Tax Account No. 2719611). Upon approval of the annexation, the subject property will be located within Council District 6.

The property owner has requested to be annexed into the City of Melbourne and has submitted a voluntary annexation petition in order to connect to the City's water system. City Code requires property owners that are contiguous to the City's municipal boundary to voluntarily annex into the City in order to receive a connection to Melbourne's water or sewer systems.

The property currently has a single-family residential home on-site. The requested Low Density Residential Future Land Use (maximum density of 6 units per acre) is an appropriate designation for the subject property since the Brevard County designation of NC (Neighborhood Commercial) has a similar residential density allowance. Additionally, the proposed R-1A zoning is similar to the existing County designation of RU-1-7. The current lot dimensions meet the minimum lot size requirements for the requested R-1A zoning (7,500 square feet). The property is bordered by single-family homes zoned R-1A to the north, and single-family homes to the east, west, and south, zoned RU-1-7 in the unincorporated County.

On March 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. 2026-14, based upon the findings contained in the Planning and Zoning Board memorandum.
- b. Approval of Ordinance No. 2026-15, based upon the findings contained in the Planning and Zoning Board memorandum.
- c. Approval of Ordinance No. 2026-16, 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: Todd Corwin, AICP, Planner
Re: **Annexation (ANNX2026-0002), Comprehensive Plan Amendment *Minor Amendment* (MAP2026-0005), and Zoning Map Amendment (MAP2026-0006) 1634 Pine Hill Drive**
Date: March 12, 2026

Owner/Applicant/Representative

➤ Owner/Applicant – Margaret Spillers

Proposed Actions

For the overall 0.20± acres of real property, the following actions are requested:

- **Annexation** into the City of Melbourne corporate limits;
- **Comprehensive Plan Amendment** – establishing a Low Density Residential Future Land Use Map classification; and
- **Zoning Amendment** – establishing R-1A (Single Family Low Density Residential District) zoning.

Location

One residential property is included in this request. The subject property is located on the north side of Pine Hill Drive, approximately 500 feet east of Wickham Road in Township 27, Range 37, Section 18. Upon approval of the annexation, the subject property will be located within Council District 6.

Property/Adjacent Property Information

The subject property is designated Neighborhood Commercial (NC) on the Brevard County Future Land Use Map and is zoned RU-1-7 (Single Family Residential).

Access: Pine Hill Drive, along the south property line

To the East: Single-family residential home

Zoning: RU-1-7 (Brevard County)

Land Use: NC (Brevard County)

To the West: Single family home

Zoning: RU-1-7 (Brevard County)

Land Use: NC (Brevard County)

To the North: Single family home

Zoning: R-1A

Land Use: Low Density Residential

To the South: Single family home and vacant residential property

Zoning: RU-1-7 (Brevard County)

Land Use: NC (Brevard County)

The subject property is part of an enclave of property within the unincorporated County. The annexation of the subject site will reduce the size of this enclave.

History

The subject property (approximately 0.20 acres) is described as lot 7, in the Pine Hill Subdivision (recorded in 1954). A single-family home, constructed in 1957, is located on this site.

Annexation Analysis

The property owner has requested to be annexed into the City of Melbourne and has submitted a voluntary annexation petition in order to connect to the City's water and sewer systems. The site is zoned RU-1-7 in Brevard County which requires a minimum lot size of 5,000 square feet. The subject property is 0.20± acres in size and has lot dimensions of 80 feet in width and 106.6 feet in depth. These lot dimensions meet the minimum lot size requirements for the requested City R-1A zoning.

The annexation of the 0.20± acres of private property presents no significant issues. This site is part of an enclave of unincorporated County land, bordered on one side by property within the City of Melbourne. As such, the property is contiguous to the existing corporate City limits as defined by Florida Statutes, and does not pose any issues with regard to the provision of municipal services. Annexation of 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. In addition, the annexation reduces the size of an existing County enclave.

The current estimated taxable value of the subject property is \$99,020, which will generate approximately \$694.25 annually in City taxes after all exemptions are applied. In addition, other non-ad valorem taxes will generate approximately \$44 for stormwater management based upon the existing residential use on the property.

It is estimated that approximately two (2) persons will become City residents if this annexation is approved. The property proposed to be annexed into the City will also have the following estimated fiscal annual impact: \$139.55 per the local government ½ cent sales tax and \$89.50 per the local option gas tax.

The annexation of this site should not have a significant impact upon any City services. Current police and fire services are already provided in the area. Upon approval of the annexation, the subject property will be located within Council District 6.

Comprehensive Plan Analysis

The subject property is designated as Neighborhood Commercial (NC) on Brevard County's Future Land Use Map. Residential development is permitted in the NC designation, and Brevard County permits a density up to one category higher than the closest residentially designated area. In this case, the closest residential designation is RES 6, which allows six units per acre. For the subject property, the NC designation permits the consideration of residential uses at a maximum density of up to fifteen (15) units per acre.

The proposed Low Density Residential land use designation permits the consideration of a variety of residential zoning districts and allows a maximum residential density of six dwelling units per acre. The Low Density Residential category is intended for properties with single-family detached or attached homes on individual lots. The placement of the Low Density Residential Land Use is guided by Future Land Use Element Policy 1.3.6. This policy states "the allocation of new Residential land use shall be based on the following considerations:

- Projected population;
- Housing trends and characteristics;
- Provision and maintenance of quality residential environments;
- Protection of environmentally fragile natural systems;
- Adequate transitioning between varying residential densities; and
- Provision and maintenance of public facilities."

The annexation of the subject property will reduce the size of an unincorporated Brevard County enclave. 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 neighborhood, both within the City and outside the City.

Comparison of Residential Density

Existing Future Land Use Category (Brevard County): Neighborhood Commercial: Permits residential uses at a maximum density of fifteen (15) units per acre.

Proposed Future Land Use Category (City of Melbourne): Low Density Residential: Allows residential uses at a maximum density of six (6) units per acre.

Summary:

The City is proposing to designate the subject property as Low Density Residential. This Future Land Use Map category is adjacent to the subject property on its northern boundary. The Low Density Residential category permits a maximum density of six units per acre which is less than the maximum density allowed in the County's NC designation. The request should not impact the intensity of development since the subject property is already developed with a single-family residence and the proposed land use allows less residential density as the existing Brevard County designation. The City does not expect any supportive community facilities to be constructed on the annexed lot.

Zoning Designation Analysis

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

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

Need for Change: The property owner is requesting to annex into Melbourne; therefore, a City zoning designation must be applied to the subject land. A single-family house is located on the subject property. The proposed R-1A district is consistent with development patterns in the Pine Hill Drive area both in the City and in the unincorporated County.

Effect on the Property and Surrounding Properties: Currently, the Brevard County zoning for the subject property is RU-1-7, which allows single-family residential uses on lots of at least 5,000 square feet. The neighboring properties (to the north) in the City are zoned R-1A. The City's R-1A zoning district is a single-family residential classification and has a minimum lot size of 7,500 square feet. The subject property is approximately 8,528 square feet in size (.20± acres) and exceeds the minimum lot size requirement for the proposed R-1A zoning. Consequently, the proposed R-1A zoning on this property is compatible with the land uses and lot sizes in the surrounding neighborhood.

Amount of Similarly Zoned Land in the Vicinity: The subject site is zoned for single family residential uses in the unincorporated County (RU-1-7). Placing R-1A zoning on the subject land is consistent with the current zoning of adjacent properties. The properties to the north are zoned R-1A. The properties to the east, west, and south are zoned RU-1-7 in the unincorporated County. The proposed zoning district is also compatible with the existing residential use on the subject site.

Environmental Impact Analysis

The subject property is developed with one single-family residential use. If any redevelopment occurs, all environmental policies of the Comprehensive Plan shall be reviewed and met during the development plan review process. Additionally, any or all applicable permits will be required prior to construction plan approval, if necessary.

Joint Planning Agreement (JPA)

The subject request was forwarded to the Brevard County Planning and Development Department under the Joint Planning Agreement criteria. As of the current date, the County has not provided any comments.

Mobility/Concurrency

Since the site is already developed, the proposed use should not impact transportation facilities. The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the site. Adequate wastewater capacity is also available from the City. The subject parcel currently utilizes a septic tank for the on-site treatment of wastewater.

This proposal applies to an existing residential property and does not advocate the construction of additional residential units. Consequently, the proposal does not impact area schools.

Planning and Zoning Board Action

On March 5, 2026, 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 0.20± acres of real property, located on the north side of Pine Hill Drive, the Planning and Zoning Board and the Community Development Department recommend:

- A. Approval of Annexation (ANNX2026-0002)** into the City of Melbourne;
- B. Approval of Comprehensive Plan Amendment (MAP2026-0005)**, establishing a Low Density Residential Future Land Use; and
- C. Approval of Zoning Amendment (MAP2026-0006)**, establishing R-1A (Single-Family Low Density Residential District) zoning.

Memorandum

To: Mayor and Council

From: Chris Adams, Chair, Planning and Zoning Board

Re: **Annexation (ANNX2026-0002), Comprehensive Plan Amendment *Minor Amendment* (MAP2026-0005), and Zoning Amendment (MAP2026-0006) 1634 Pine Hill Drive**

Date: March 6, 2026

**Owner/
Applicant:** Margaret Spillers

The Planning and Zoning Board, at its regular scheduled meeting on March 5, 2026, reviewed the above-referenced request for Annexation, Comprehensive Plan Amendment, and Zoning Amendment approval.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of the following requests for the overall 0.20± acres of property located on the north side of Pine Hill Drive, approximately 500 feet east of Wickham Road:

- **Annexation** into the City of Melbourne corporate limits;
- **Comprehensive Plan Amendment** – establishing a Low Density Residential Future Land Use Map classification; and
- **Zoning Amendment** – establishing R-1A (Single Family Low Density Residential District) zoning.

These actions were based on the findings identified below:

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. A single-family home

is located on the subject site and this use is consistent with surrounding development patterns

3. The annexation is consistent with Future Land Use Element Policy 1.12.3 which states the City should encourage the annexation of undeveloped pockets and enclaves within developed areas in order to utilize existing facilities and services efficiently. The subject property is an enclave of County property and the annexation will eliminate a portion of the enclave.
4. 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 of the City's boundary.
5. The annexation is also consistent with Policy 1.7.1 of the Intergovernmental Coordination Element. This policy states the City will continue to pursue annexation of areas within the Unincorporated County. Enclaves and the area surrounding the City, as well as other targeted areas where existing City services are already available, may be annexed in a manner that is mutually beneficial to the City and Brevard County, and consistent with Florida Statutes. The subject property is adjacent to the City's municipal limits and the annexation of this property will reduce the size of an existing enclave of unincorporated County property.
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 are compatible with the surrounding area. The subject site abuts existing residential uses within the City of Melbourne and unincorporated Brevard County.
7. City Code requires property owners in the unincorporated County to voluntarily sign a pre-annexation agreement or annex into the City before connecting to the City's water infrastructure. The property owner has submitted an application for annexation. Since the subject property is adjacent to the City's boundary, this site can be annexed per Florida Statutes and City Code.

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 Low Density Residential land use designation is compatible with surrounding development patterns in the City of Melbourne and in the unincorporated county. The neighboring properties to the north are already designated as Low Density Residential on the City's Future

Land Use Map. The properties to the east, west and south are zoned for single family uses but are designated as Neighborhood Commercial (NC) on the County's Future Land Use Map. The proposed LDR land use is less intensive than the NC designation and is compatible with the existing use of the subject property.

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 Low Density Residential land use will be placed on an existing single-family residential structure.
3. The proposal is specifically consistent with Future Land Use Element Objective 1.3, which states sufficient space shall be provided for residential development and required community facilities to adequately meet the housing needs of the present and expected future population. The applicant is requesting Low Density Residential land use for the subject land, which is an appropriate designation for the existing single-family residential use on site.
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 neighborhood, both in the City and in the unincorporated County.
5. The proposal is compatible with the neighboring area, land uses, and development patterns. Low Density Residential Future Land Use is proposed for the subject site. This action will place Low Density Residential land use on the subject property, which is the location of a single-family residence on approximately 0.20 acres. The proposed land use category is compatible with the established character of the adjacent area.
6. The requested Low Density Residential Future Land Use is an appropriate designation for the subject property. The area along Pine Hill Drive is primarily residential in nature. The proposed land use is compatible with the single-family residential development patterns in the surrounding area, both in the City and in the unincorporated County.
7. The proposed amendment will not impact the environmental and natural areas of the City since the property is developed and any proposed redevelopment will be in accordance with all current applicable environmental regulations and

procedures, and will be reviewed through the submittal of an environmental impact analysis.

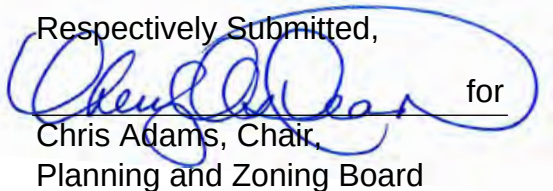
Findings for the Rezoning

1. The proposed R-1A zoning can be considered on properties which are designated as Low Density Residential 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 subject site is adjacent to multiple single family homes in the Pine Hill Subdivision. The proposed zoning district is compatible with surrounding development patterns, both in the City and in 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 the single-family residential development patterns in the neighboring area.
3. The proposed R-1A zoning district is compatible with surrounding properties, land uses, and development patterns. The subject property is located adjacent to Pine Hill Drive and is bordered on four sides by properties zoned for single family residential uses. The property to the north is zoned R-1A. The properties to the east, west, and south are zoned for single family uses in unincorporated Brevard County (RU-1-7). The proposed zoning, in conjunction with the proposed Low Density Residential Future Land Use, is consistent with adjacent zoning districts, both in the City and in the unincorporated County.
4. The provisions of the R-1A district are intended to apply to areas of single-family residential development. Lot sizes and other restrictions are intended to protect and promote high quality residential development. The subject property has an existing single-family home located on it. Additionally, established single family residential uses border the subject site on all four sides.
5. The proposed zoning will not have an adverse impact on adjoining properties, since any future development will be subject to all applicable setback and lot size requirements for the requested R-1A Zoning District. Existing residential homes are located adjacent to the subject property.
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 R-1A zoning will implement the proposed Low Density Residential Future Land Use Map designation by permitting a single-family residential use that is compatible with neighboring development patterns.

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 R-1A zoning is consistent with the Low Density Residential Future Land Use category and the existing residential use of the property.

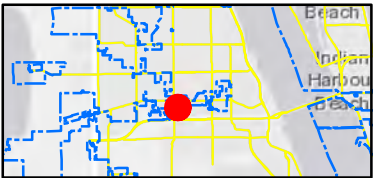
Respectively Submitted,



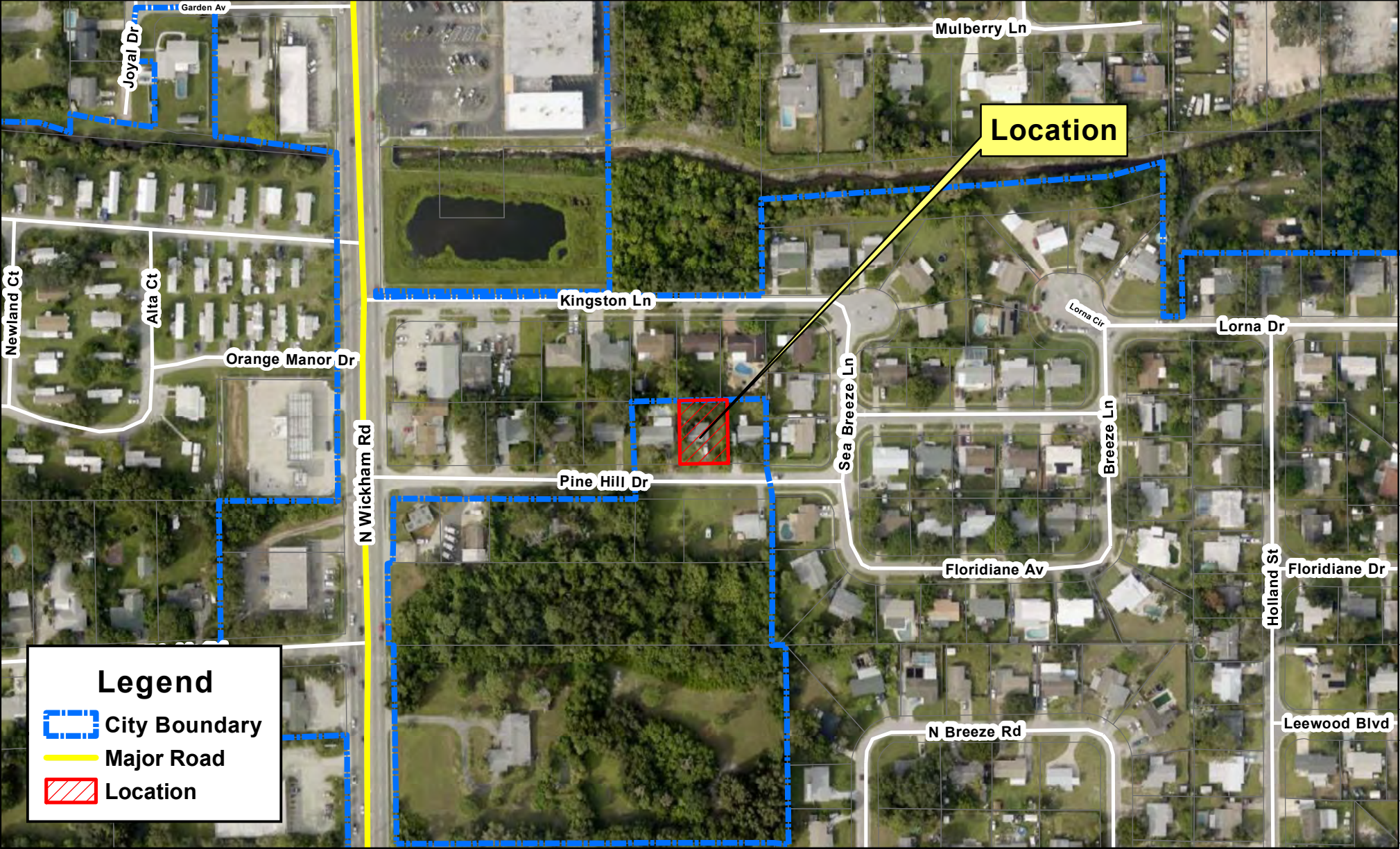
for

Chris Adams, Chair,
Planning and Zoning Board

1634 PINE HILL DRIVE
LOCATION MAP
ANNX2026-0002 | MAP2026-0005 | MAP2026-0006



GIS Portal: <https://maps.mlbf.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>
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1 inch = 250 feet



Legend

 City Boundary

 Major Road

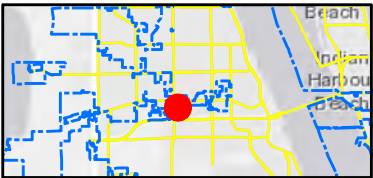
 Location

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Page 267

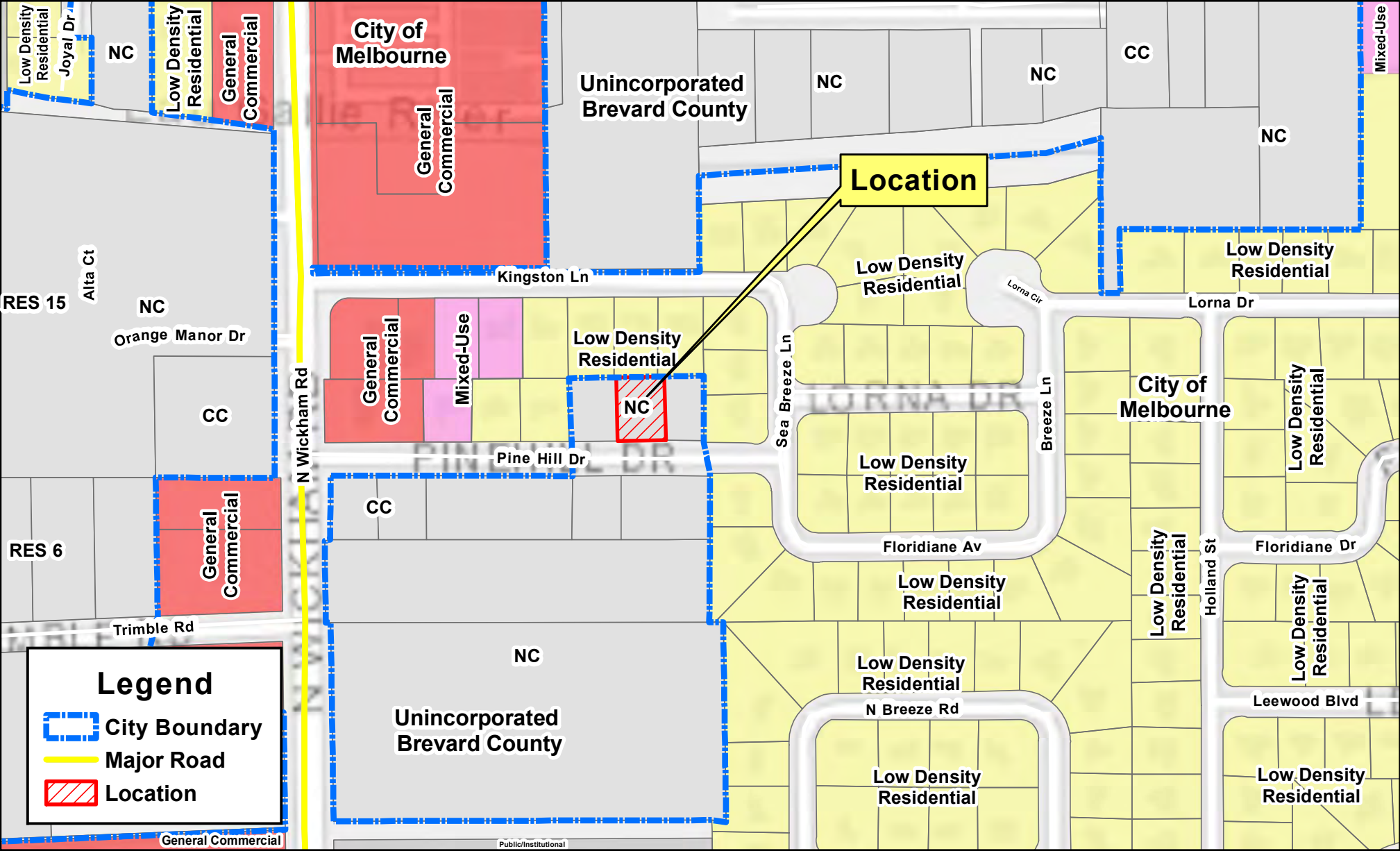
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Department/Division: Community Development Department
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Item No. C. 14.

1634 PINE HILL DRIVE
FUTURE LAND USE MAP
ANNX2026-0002 | MAP2026-0005 | MAP2026-0006



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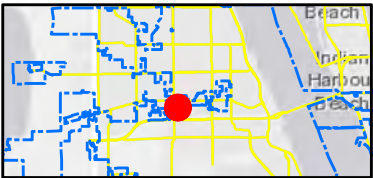
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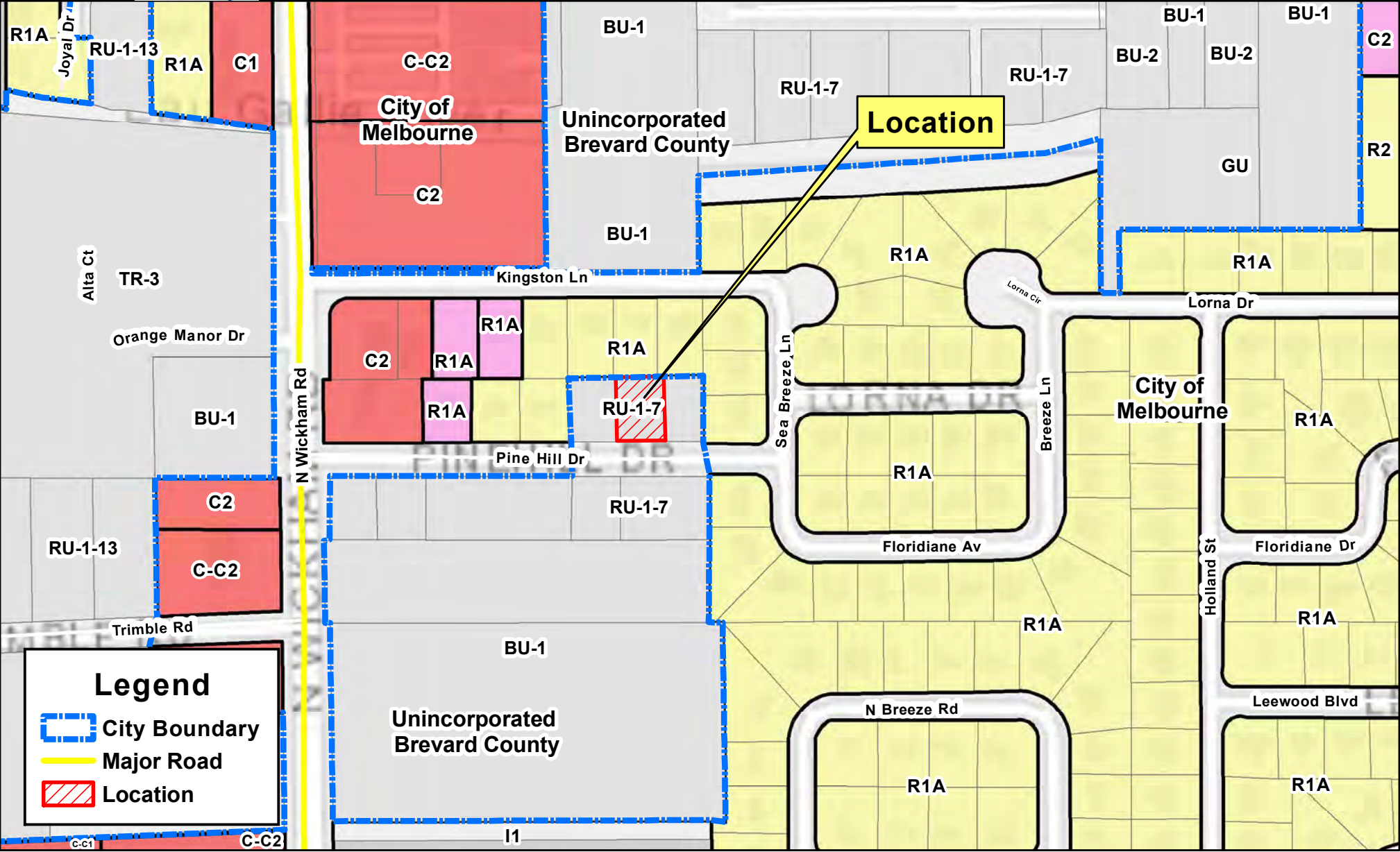
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1634 PINE HILL DRIVE
ZONING MAP
ANNX2026-0002 | MAP2026-0005 | MAP2026-0006



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Feet
1 inch = 250 feet



Legend

City Boundary

Major Road

Location

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ORDINANCE NO. 2026-14

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF 0.20± ACRES OF REAL PROPERTY LOCATED ON THE NORTH SIDE OF PINE HILL DRIVE, EAST OF NORTH WICKHAM ROAD AND SOUTH OF KINGSTON LANE (1634 PINE HILL DRIVE); 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. (ANNX2026-0002)

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 7, PINE HILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE(S) 15 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 May 11, 2026.

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

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

BY: _____
Paul Alfrey, Mayor

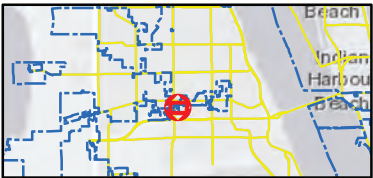
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

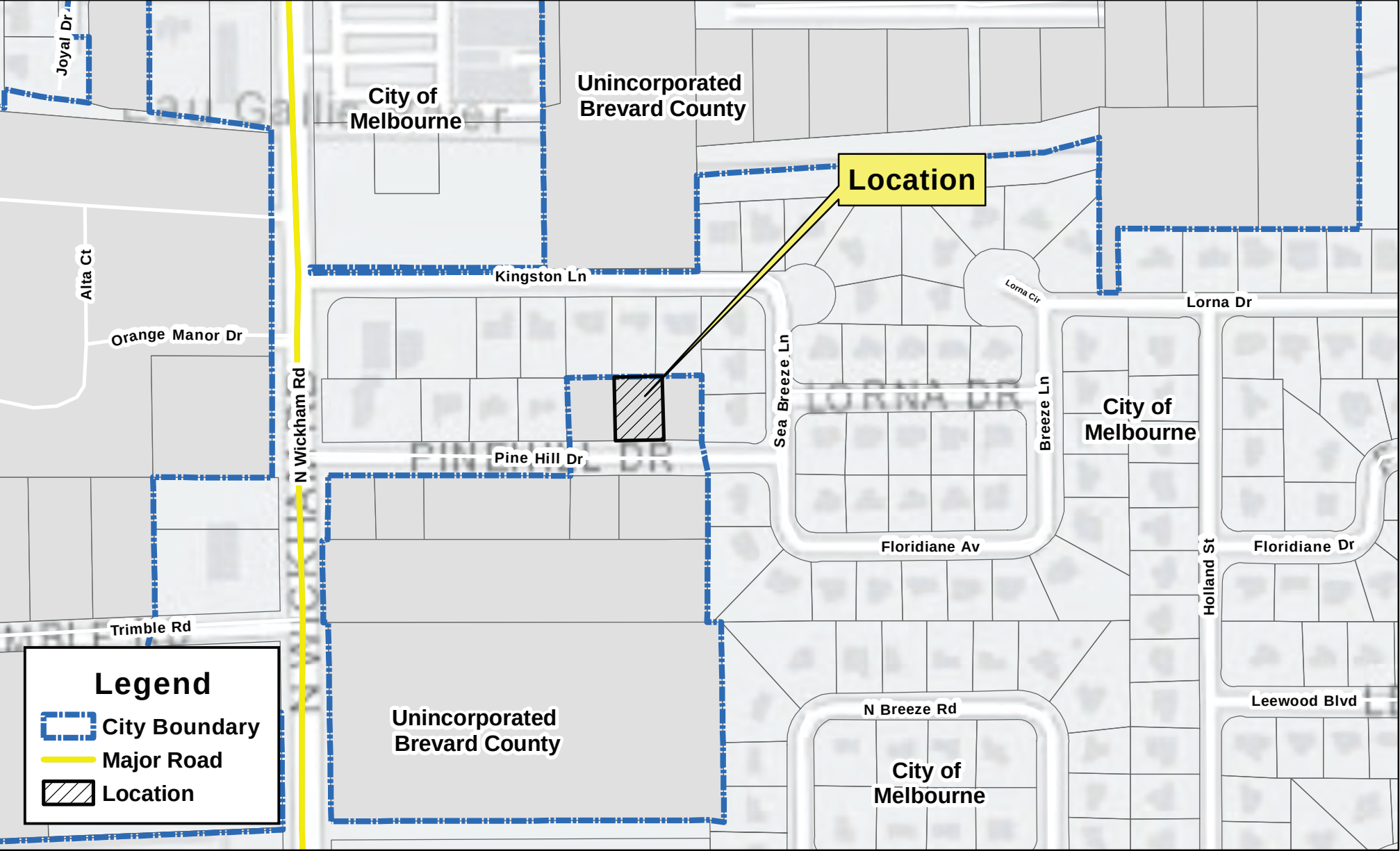
Attachment: Map

Ordinance No. 2026-14

1634 PINE HILL DRIVE
LOCATION MAP
ANNX2026-0002 | MAP2026-0005 | MAP2026-0006



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Department/Division: Community Development Department
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Item No. C. 14.

ORDINANCE NO. 2026-15

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 LOW DENSITY RESIDENTIAL FUTURE LAND USE MAP CLASSIFICATION ON 0.20± ACRES OF REAL PROPERTY LOCATED ON THE NORTH SIDE OF PINE HILL DRIVE, EAST OF NORTH WICKHAM ROAD AND SOUTH OF KINGSTON LANE (1634 PINE HILL DRIVE); PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2026-0005)

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 March 24, 2026 and April 14, 2026, with regard to the proposed amendment to the Comprehensive Plan; and

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

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

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

Sec. 4.04. Adoption of comprehensive plan.

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

2022; Ordinance No. 2022-19 and Ordinance No. 2022-22, adopted May 24, 2022; Ordinance No. 2022-36, adopted August 23, 2022; Ordinance No. 2022-39, adopted September 13, 2022; Ordinance No. 2022-44, adopted October 25, 2022; Ordinance No. 2022-50 and Ordinance No. 2022-53, adopted November 22, 2022; Ordinance No. 2023-01, adopted January 24, 2023; Ordinance No. 2023-09, adopted March 28, 2023; Ordinance No. 2023-12, adopted April 11, 2023; Ordinance No. 2023-20, adopted June 13, 2023; Ordinance No. 2023-31, adopted October 24, 2023; Ordinance No. 2024-02 and Ordinance No. 2024-05, adopted January 23, 2024; Ordinance No. 2024-14 and Ordinance No. 2024-16, adopted March 26, 2024; Ordinance No. 2024-25, adopted May 28, 2024; Ordinance No. 2024-35, adopted June 11, 2024; Ordinance No. 2024-41, adopted August 13, 2024; Ordinance No. 2024-50, adopted September 11, 2024; Ordinance No. 2024-54, adopted September 25, 2024; Ordinance No. 2024-58, adopted October 8, 2024; Ordinance No. 2024-62 and Ordinance No. 2024-65, adopted October 22, 2024; Ordinance No. 2025-02, adopted January 28, 2025; Ordinance No. 2025-11, adopted March 11, 2025; Ordinance No. 2025-14, adopted March 25, 2025; Ordinance No. 2025-20 and Ordinance No. 2025-21, adopted April 22, 2025; Ordinance No. 2025-25, adopted June 10, 2025; Ordinance No. 2025-32, adopted July 22, 2025; Ordinance No. 2025-43, adopted September 24, 2025; Ordinance No. 2025-47, adopted October 14, 2025; and Ordinance No. 2025-53 and Ordinance No. 2025-62, adopted January 13, 2025; Ordinance No. 2026-07, adopted March 10, 2026; ~~and~~ Ordinance No. 2026-11 adopted March 24, 2026; and Ordinance No. 2026-15, adopted April 14, 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 MAP2026-0005 consists of an amendment to the Future Land Use Map by establishing a Low Density Residential Future Land Use Map classification on 0.20± acres of real property located on the north side of Pine Hill Drive, east of North Wickham Road and south of Kingston Lane (1634 Pine Hill Drive).

SECTION 3. Severability Clause. That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 4. That this ordinance shall become effective as provided by general law.

SECTION 5. That this ordinance was passed on the first reading at a regular meeting of

the City Council on the _____ day of _____, 2026 and adopted on second/final reading at a regular meeting of the City Council on the _____ day of _____, 2026.

BY: _____
Paul Alfrey, Mayor

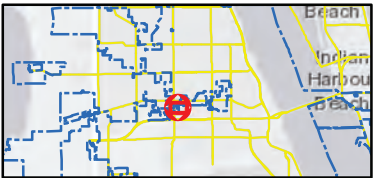
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

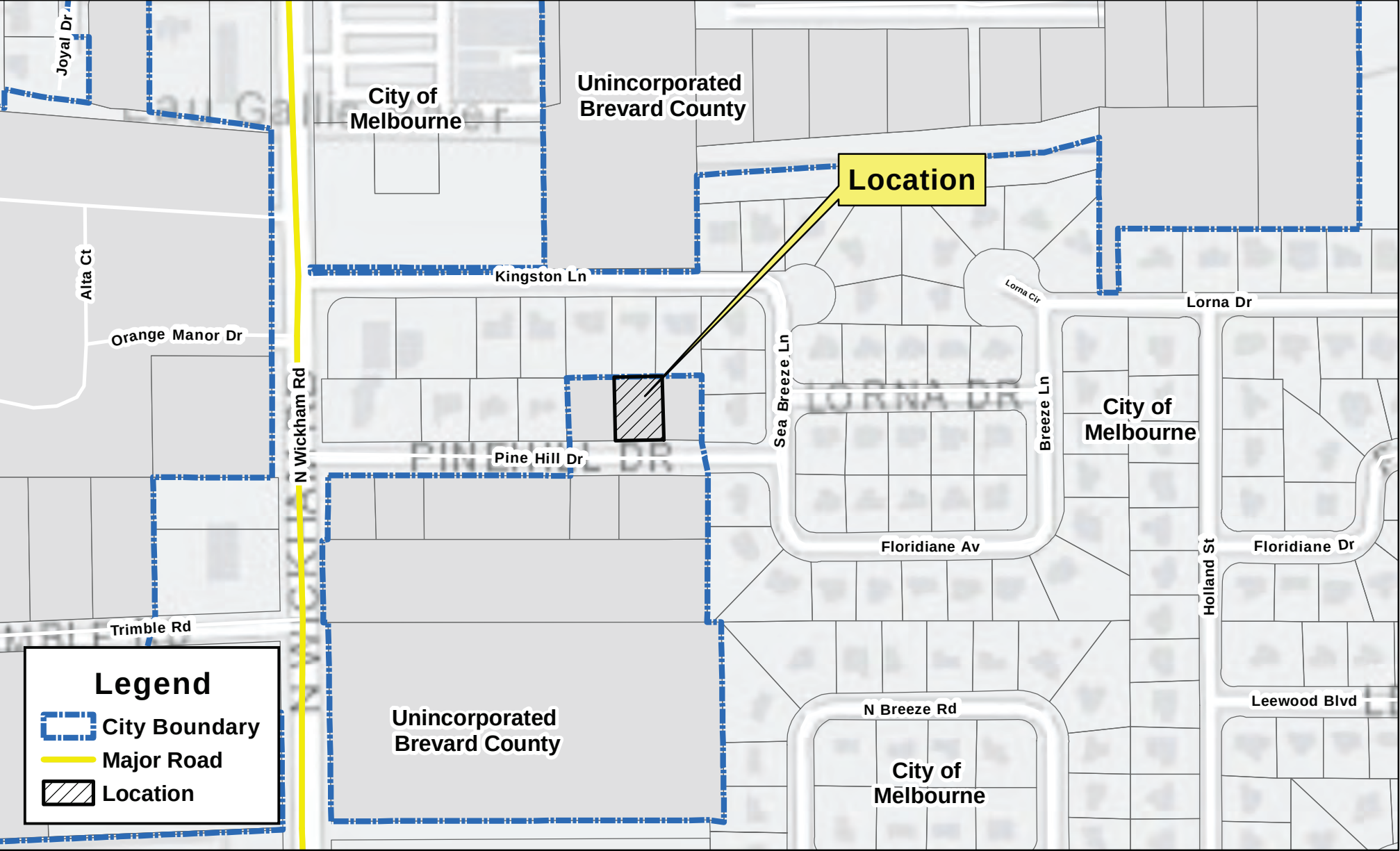
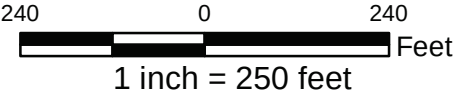
Attachment: Exhibit "A"

Ordinance No. 2026-15

1634 PINE HILL DRIVE
LOCATION MAP
ANNX2026-0002 | MAP2026-0005 | MAP2026-0006



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



Legend

City Boundary

Major Road

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 maps for the
property records or mapping data provided herein.

Title: 1634 PINE HILL DRIVE
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 3/4/2026 1:53:09 PM
Document Name: 1634 PINE HILL DRIVE EXHIBIT Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PEDIP&ZBOARD2025\Maps\MXD\1634 PINE HILL DRIVE EXHIBIT 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. 14.

ORDINANCE NO. 2026-16

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120, BY ESTABLISHING R-1A (SINGLE FAMILY LOW DENSITY RESIDENTIAL) ZONING ON 0.20± ACRES OF REAL PROPERTY LOCATED ON THE NORTH SIDE OF PINE HILL DRIVE, EAST OF NORTH WICKHAM ROAD AND SOUTH OF KINGSTON LANE (1634 PINE HILL DRIVE); PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2026-0006).

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by establishing R-1A (Single Family Low Density Residential) zoning on 0.20± acres of real property located on the north side of Pine Hill Drive, east of North Wickham Road and south of Kingston Lane (1634 Pine Hill Drive). The property is described as:

LOT 7, PINE HILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE(S) 15 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. 2026-15 becomes effective (the ordinance that establishes the Future Land Use).

SECTION 3. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2026 and adopted on the second and final reading at a regular meeting of the City Council on the day of , 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2026-16



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

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	5
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.15.

Subject:

Resolution No. 4412, Comprehensive Plan Amendment *Major Map Amendment* (MAP2025-0014)
The Pines West PUD

Background/Consideration:

This is a request for approval of a resolution transmitting a Comprehensive Plan map amendment to the Florida Department of Commerce, establishing Low-Density Residential Future Land Use on 120.65± acres, located east of the St. Johns Heritage Parkway, south of the Melbourne Tillman C-63 Canal, and north of the Melbourne Tillman C-64 Canal (Tax Account No. 2802926).

The subject property is located in unincorporated Brevard County and is proposed as a phase of a future single-family development project, The Pines, which will also include approximately 304± acres of additional land to the east within the City of Melbourne city limits. Applications for the proposed development within the city limits are under review; however, the subject property will need to be annexed into the City and receive a future land use designation, which is a major map amendment due to the size of the property. Upon future annexation of the property, the property will be located in Council District 5.

A major map amendment is required to be reviewed first by the Florida Department of Commerce and other State agencies, through the transmittal of a resolution by the City. After review by the State, the final consideration of the Low Density Residential future land use designation will be considered by City Council with two readings of the ordinance. Final consideration of the annexation, designation of the Low Density Future Land Use, designation of the zoning of the property as a Planned Unit Development (PUD) and the Preliminary Development Plan on the subject property, will occur concurrently with consideration of similar applications for the overall "The Pines" development.

The applicant is requesting to designate the 120.65± acres subject property as Low Density Residential, allowing a maximum density of six dwelling units per acre. The preliminary development plan that is under review indicates that the single-family development will contain 273 lots at a density of 2.27 units per acre, well below the maximum density allowed. The property to the east is proposed for 538 single family lots on approximately 304± acres. The Pines subdivision overall will be approximately 425±-acres with 811 single-family lots at a density of 1.9± units per acre and the entire development will adhere to the development regulations outlined within the Comprehensive Plan for the Platt Ranch Activity Center (PRAC).



The preliminary development plan under review shows access for the subdivision from an extension of Norfolk Parkway only. There is not a proposed connection to the north or along Ranch Road. The traffic study submitted by the applicant indicates the ability to address all project-related traffic through the extension of the existing two-lane segment of Norfolk Parkway to the subdivision, and an eventual two-lane westward extension of Norfolk Parkway to the St. Johns Heritage Parkway. Details of required roadway improvements and the timing will be incorporated into the Developers Agreement, which will be considered with all above-referenced applications at a future Council meeting.

Planning and Zoning Board

During the March 5, 2026 Planning and Zoning Board meeting, several residents spoke to identify their concerns regarding any access to their subdivision located to the north on Ranch Road (National Police Home Foundation Subdivision).

After review and discussion, the Planning and Zoning Board voted 4-to-3 to recommend approval of both the annexation request and the Comprehensive Plan Map Amendment.

A valid "Intent to File a Petition" letter against the proposed Comprehensive Plan Map Amendment was filed by a property owner within 500 feet of the subject property, and a petition was submitted on March 12, 2026. The petition was signed by 13 property owners who represent 7.16% (nine parcels) of the land area within 500 feet of the proposed Comprehensive Plan Map Amendment request. Since this is below the required 20% threshold, a 6/7ths vote of City Council will not be required for approval of the comprehensive plan request during the second reading of the ordinance (which will not occur until all development requests return to City Council in several months).

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Resolution No. 4412, 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: **Transmittal of Comprehensive Plan Amendment *Major Amendment* (MAP2025-0014) The Pines West**
Date: March 12, 2026

Owner/Applicant/Representative

- Owners: Charles Crawford, Errorhead, Inc.
- Applicants/Representatives: Ana Saunders, B.S.E. Consultants

Proposed Actions

- **Annexation** into the City of Melbourne (ordinance to be considered at a later date); and
- **Major Comprehensive Plan Amendment** – Transmittal request to the Florida Department of Commerce establishing a Low-Density Residential Industrial Future Land Use on a 120.65±-acre vacant site.

The resolution for the transmittal of the Comprehensive Plan Amendment will be sent to the Florida Department of Commerce for review. An ordinance approving the Future Land Use designation will return to City Council for approval in conjunction with the associated applications 60 to 90 days along with the formal site plan.

Location

The property is located east of the St. Johns Heritage Parkway, south of the Melbourne Tillman C-63 Canal, and north of the Melbourne Tillman C-64 Canal in Township 28, Range 36, Section 15 (Tax Account No. 2802926). Upon future annexation of the property, the property will be located in Council District 5.

Property/Adjacent Property Information

The subject property is designated as Residential 1 (RES 1) on the County's Future Land Use Map. The site is currently zoned Agricultural Residential (AU) and General Use (GU) in unincorporated Brevard County.

Access: Access will be via the Norfolk Parkway upon approval of The Pines Planned Unit Development (PUD) project (access will not occur on Ranch Road).

To the East: Across Ranch Road (86±-foot wide unimproved right-of-way), undeveloped property included in *The Pines PUD* (Phase 1) and property owned by Florida Gas Transmission Company (utility use)

Zoning: AEU (Agricultural Estate Use District); GU (Brevard County)
Land Use: Mixed Use

To the West: Across the Melbourne-Tillman Water Control District C-61 Canal (110±-feet wide), agricultural property included in the Platt Ranch Activity Center

Zoning: AEU
Land Use: Mixed Use

To the North: Across the Melbourne-Tillman Water Control District C-63 Canal (92±-feet wide), undeveloped land; single-family homes in unincorporated Brevard County

Zoning: AEU; RR-1 (Rural Residential District) (Brevard County)
Land Use: Mixed Use and Brevard County Residential 2 (RES 2)

To the South: Vacant property owned by Florida Gas Transmission Company (unincorporated Brevard County; across the Melbourne-Tillman Water Control District C-64 Canal (96±-feet wide), agricultural land/borrow pit included in the Platt Ranch Activity Center

Zoning: AEU; GU (Brevard County)
Land Use: Mixed Use; RES 1(Brevard County)

Annexation Analysis

The owner has requested that the 120.65± acre site be annexed into the City of Melbourne to receive City water service and has submitted a voluntary annexation petition.

The annexation of the subject property poses no significant issues as it is a logical extension of the City's municipal boundary. The property being annexed is contiguous to the existing corporate City limits as defined by Florida Statutes, and does not pose any problems with regard to the provision of municipal services. Annexing the property is consistent with the City's Comprehensive Plan policies, the Joint Planning Agreement's Urban Service Boundary, and meets all requirements of Florida Statutes, Chapter 171. The subject property is part of a large enclave of unincorporated Brevard County property. The annexation of the subject 120.65± site will reduce the size of this existing enclave of unincorporated property.

Per the Brevard County Property Appraiser's Office, the current estimated taxable value of the vacant subject property is \$583,150, which will generate approximately \$4,088.59 annually in City taxes. Since the property is vacant, the development of the site will significantly increase the taxable value of this parcel. The applicant is requesting to establish Planned Unit Development (PUD) zoning, which is under review by staff in conjunction with a Preliminary Development Plan (PDP) for the subject site. The PDP indicates that 273 single family lots are proposed for the subject site.

Based on the proposed 273 residential lots in *The Pines PUD*, it is estimated that approximately 674 persons will become City residents if the annexation and PDP is approved. The property proposed to be annexed into the City will also have the following estimated fiscal annual impact: \$47,024.98 per the local government ½ cent sales tax and \$30,161.50 per the local option gas tax. In addition, other non-ad valorem taxes will generate approximately \$12,012 for stormwater management based upon the proposed 273 single family residential lots.

Comprehensive Plan Analysis

The subject request is a major comprehensive plan amendment since it exceeds the 50-acre threshold identified for small scale amendment projects. A municipal future land use must be established on the 120.65±-acre property once it is annexed into the City. This property is currently designated as RES 1 on Brevard County's Future Land Use Map which permits the consideration of residential development at a maximum density of one (1) unit per acre. The proposed Low Density Residential (LDR) future land use permits a maximum density of six (6) units per acre.

The subject property is part of an overall 425±-acre, proposed multi-phase subdivision development with 811 single family lots called *The Pines West PUD*. The remaining 538 units are proposed as Phase One on property already located within the City limits. This land in the city is designated as Mixed Use on the Future Land Use Map. The City's Mixed Use land use designation permits the consideration of residential uses at a density of fifteen (15) units per acre. However, based on the proposed Preliminary Development Plan, the subject property will potentially be developed at a residential density of 2.27± dwelling units per acre and the overall density proposed for the entire PUD development is 1.9± units per acre.

The proposed Low Density Residential land use designation permits the consideration of a variety of residential zoning districts and allows a maximum residential density of six dwelling units per acre. The Low Density Residential category is intended for properties with single-family detached or attached homes on individual lots. The placement of the Low Density Residential Land Use is guided by Future Land Use Element Policy 1.3.6. This policy states "the allocation of new Residential land use shall be based on the following considerations:

- Projected population;
- Housing trends and characteristics;
- Provision and maintenance of quality residential environments;
- Protection of environmentally fragile natural systems;

- Adequate transitioning between varying residential densities; and
- Provision and maintenance of public facilities.”

The annexation of the subject property is 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 neighborhood, both within the City and outside the City.

Comparison of Residential Density

Existing Future Land Use Category (Brevard County): Residential 1 permits residential uses at a maximum density of one (1) unit per acre.

Proposed Future Land Use Category (City of Melbourne): Low Density Residential: Allows residential uses at a maximum density of six (6) units per acre. However, based on a proposed Preliminary Development Plan submitted by the applicant, the property will be developed at a residential density of 2.27 dwelling units per acre.

The surrounding area is designated for mixed use and residential future land uses. Developed large lot residential uses, within the unincorporated County, are located to the north of the subject site. Unincorporated property owned by the Florida Gas Transmission Company is located to the east and south of the subject land. This utility site is used in the conveyance of natural gas.

Vacant property within the Platt Ranch Community Activity Center (PRAC) is located to the east, west, and south of the subject property. When the Platt Ranch was annexed into the City of Melbourne, the Platt Ranch development program and the design guidelines from the County’s Comprehensive Plan were included in the City’s Future Land Use Element, creating the PRCAC. The Future Land Use Element identifies a specific and appropriate mixture of uses; Policy 1.11.6 of the Future Land Use Element states the purpose of the Platt Ranch Community Activity Center (PRAC) is to encourage the development of Platt Ranch as a well-planned, mixed-use community utilizing sound planning principles and sustainable elements of community form. The subject property of 120.65± acres is a second phase of *The Pines PUD* development proposed on the property to the east, which is located within the PRCAC. While the Platt Ranch Community Activity Center is not applicable to the subject 120.65± acres, it is the intent of the applicant to provide a coherent development pattern that is consistent with the planned development of *The Pines PUD* Phase One, and harmonious with the Objectives and Policies for the PRCAC in the Comprehensive Plan.

Summary

The City is proposing to designate the subject property as Low Density Residential. This Future Land Use Map category permits residential development at a maximum density of six dwelling units per acre. The potential development, as proposed in a PDP submitted by the applicant, is 2.27± units per acre for the subject site. This property is part of a proposed 811 single family lot planned unit development named *The Pines PUD*. The overall density proposed for *The Pines PUD* development on the 425± acres, including the 120.65± acre subject property, is 1.9± units per acre (811 single family lots). In

summary, the proposal, in conjunction with City Comprehensive Plan policies, provides for continued compatibility to existing and proposed land uses in the neighborhood, both within the City and outside the City.

Environmental Impact Analysis

Jon H. Shepherd of Atlantic Environmental, located in Melbourne, prepared a report for this property on October 19, 2022. As with all development projects, applicable environmental permits will be required prior to construction plan approval, as necessary.

Joint Planning Area Comments

The property is located within the Joint Planning Area (JPA). To date, Brevard County staff has not submitted any comments to the City.

School Concurrency

The applicant has submitted a school concurrency application to the Brevard County School District. School District staff has determined that adequate educational facilities are in place to serve the proposed development.

Water and Sewer Concurrency

The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site. The Lake Washington Water Treatment Plant will serve this site. Sanitary sewer service for this property will be provided by the City of West Melbourne and a tri-party agreement between the City, the developer (D. R. Horton), and the City of West Melbourne will provide sewer service to the subject property.

Mobility/Transportation Concurrency

The proposed project has been evaluated for consistency with the City's mobility standards. Transportation Element Objective 3.1 states that the City of Melbourne shall support mobility within six mobility districts throughout the City with strategies that address alternative modes of transportation by providing context-appropriate sidewalks, bikeways, transit facilities, parking management and improvements that will contribute to specific and identified mobility needs within the City.

The subject property is located east of the St. John's Heritage Parkway, more specifically south of the Melbourne-Tillman C-63 canal, east of the Melbourne-Tillman C-61 canal, north of the Melbourne-Tillman C-64 canal and west of the Ranch Road right-of-way. The property is located in Mobility District F (St. Johns Heritage Parkway area). Mobility District F is designated a transportation concurrency exception area by the Transportation Element of the City's Comprehensive Plan. The applicant has submitted a draft traffic impact analysis for the entirety of The Pines Development. This study indicates the proposed 425±-acre residential project will generate approximately 7,346 new vehicle trips. These trips will access *The Pines PUD* development via the Norfolk Parkway. The draft submitted traffic study indicates that a western extension of the Norfolk Parkway to the St. Johns Heritage Parkway will help address traffic conditions in the surrounding

area. No connections to local roadways (including Ranch Road) are proposed by the PDP, which has been submitted for *The Pines PUD* project.

Planning and Zoning Board Recommendation

During the March 5, 2026 Planning and Zoning Board meeting, several residents spoke to identify their concerns regarding any access to their subdivision located to the north on Ranch Road (National Police Home Foundation Subdivision).

After review and discussion, the Planning and Zoning Board voted 4-to-3 to recommend approval of both the annexation request and the Comprehensive Plan Map Amendment.

A valid "Intent to File a Petition" letter against the proposed Comprehensive Plan Map Amendment was filed by a property owner within 500 feet of the subject property, and a petition was submitted on March 12, 2026. The petition was signed by 13 property owners who represent 7.16% (nine parcels) of the land area within 500 feet of the proposed Comprehensive Plan Map Amendment request. Since this is below the required 20% threshold, a 6/7ths vote of City Council will not be required for approval of the comprehensive plan request during the second reading of the ordinance (which will not occur until all development requests return to City Council in several months).

Recommendation

Based upon the findings contained in the Planning and Zoning Board memorandum, for 120.65± acres of property located east of the St. John's Heritage Parkway, more specifically south of the Melbourne-Tillman C-63 canal, east of the Melbourne-Tillman C-61 canal, north of the Melbourne-Tillman C-64 canal and west of the Ranch Road right-of-way, the Planning and Zoning Board and the Community Development Department recommend:

Approval of the resolution transmitting the Comprehensive Plan Map Amendment (MAP2025-0014) to the Florida Department of Commerce, establishing a Low-Density Residential Future Land Use.

Memorandum

To: Mayor and Council

From: Chris Adams, Chair, Planning and Zoning Board

Re: **Annexation (ANNX2025-0006), Comprehensive Plan Amendment *Major Amendment* (MAP2025-0014) The Pines West**

Date: March 6, 2026

Owners: Charles Crawford, Errorhead, Inc.

Applicants: Ana Saunders, B.S.E. Consultants

The Planning and Zoning Board, at its regular scheduled meeting of March 5, 2026, reviewed the above Annexation and Comprehensive Plan Map Amendment request. During the Planning and Zoning Board meeting, several residents spoke to identify their concerns regarding any access to their subdivision located to the north on Ranch Road (National Police Home Foundation Subdivision). Following review and discussion, the Planning and Zoning Board voted 4-to-3 to recommend approval of the following requests, located east of the St. Johns Heritage Parkway, south of the Melbourne Tillman C-63 Canal, and north of the Melbourne Tillman C-64 Canal:

- **Annexation** into the City of Melbourne (ordinance to be considered at a later date); and
- **Major Comprehensive Plan Amendment** – Transmittal request to the Florida Department of Commerce establishing a Low-Density Residential Industrial Future Land Use on a 120.65±-acre vacant site.

These actions were based on the findings identified below:

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 large unincorporated enclave of property. Subsequently, the proposed annexation will improve the delivery of public services to this area of the County.
2. The annexation of this property is consistent with City established procedures for annexation as described in City Code, Part III, Appendix D, Chapter 5.

3. The proposal is consistent with the goals, objectives and policies of the City's Comprehensive Plan. Specifically, the proposal is consistent with Future Land Use Element Policy 1.12.2 which states the City shall encourage requests for annexation that are in compliance with F.S. Ch. 171, when those lands are enclaves or logical extensions of the existing City limits, when services can be properly provided, and when proposed uses are compatible with the City's Comprehensive Plan. The proposal is adjacent to Melbourne's municipal limits and is a logical extension of the City's boundary.
4. The annexation is distinctly consistent with the City's Comprehensive Plan. Objective 1.7 of the Intergovernmental Coordination Element states the City will continue to annex unincorporated areas in order to improve the delivery of public services within the urban service area. The applicant is requesting municipal water service from the City. The proposal will also improve the delivery of other public services by reducing the size of an existing unincorporated County enclave.
5. The annexation is also consistent with Policy 1.7.1 of the Intergovernmental Coordination Element. This policy states the City will continue to pursue annexation of areas within the Unincorporated County. Enclaves and the area surrounding the City, as well as other targeted areas where existing City services are already available, may be annexed in a manner that is mutually beneficial to the City and Brevard County, and consistent with Florida Statutes. The subject property is adjacent to the City's municipal limits and the applicant is requesting Melbourne water service. Brevard County does not have water infrastructure located in this area.
6. The proposal will not have an adverse impact on the public health, safety, welfare, or aesthetics of the City or region. The proposal is adjacent to the City's municipal limits and is a logical extension of the City's boundary. The land use and zoning planned for this site is compatible with the surrounding area. The subject property abuts property within the Platt Ranch Community Activity Center and will be part of *The Pines PUD* project.
7. City Code requires property owners to voluntarily sign a pre-annexation agreement or annex into the City in order to receive a connection to Melbourne's water or sewer systems. Since the subject property is adjacent to the City's boundary, the property owner has submitted a petition to voluntarily annex into Melbourne and is requesting a connection to the City's water infrastructure.

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 Low Density Residential land use designation is compatible with surrounding development patterns in both the City of Melbourne, and the unincorporated County. Properties designated in the County as RES 1 are located adjacent to the subject site. The proposed Low Density Residential land use

classification permits residential uses at a maximum density of six dwelling units per acre. However, based on a proposed Preliminary Development Plan submitted for the site (as part of *The Pines PUD* project), the property will be developed at a residential density of 2.27 dwelling units per acre.

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 requested Low Density Residential land use will be placed on property that is part of a proposed residential planned unit development project (*The Pines PUD*). The density proposed for the subject site as part of the The Pines development project is 2.27 dwelling units per acre.
3. The allocation of the Low Density Residential Future Land Use Category is guided by Future Land Use Element Policy 1.3.3 which states areas delineated on the FLUM for Low Density Residential shall be comprised primarily of single-family detached or attached homes on individual lots. Mobile homes may be allowed within this category on large residential lots. Supportive community facilities, supportive neighborhood uses, such as churches and schools (as conditional uses), minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure and similar facilities), parks and open space, municipal facilities and other civic and cultural uses may be located within areas designated for low density residential uses. The maximum intensity for such supportive uses shall be 0.5 FAR. Based upon the surrounding land uses and adjacent zoning districts, Low Density Residential land use is an appropriate designation for the subject site.
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. Per the City's Comprehensive Plan, the Low-Density Residential land use permits a maximum density of six units per acre. The Preliminary Development Plan submitted by the applicant for The Pines project does not exceed this six unit per acre density threshold.
5. The proposal is compatible with the neighboring area, land uses, and development patterns. A Low Density Residential Future Land Use is proposed for the area being annexed. Surrounding land uses include RES 1 in the County and Mixed Use in the City. This action will continue the pattern of low-density residential uses and will

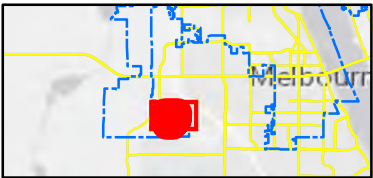
maintain land use compatibility with the surrounding zoning districts and the development of adjacent parcels.

6. The Low Density Residential Future Land Use Map classification is an appropriate land use designation for this property based upon the location of the subject site. The subject property is part of a large proposed planned unit development project (The Pines). The property is adjacent to the Platt Ranch Community Activity Center and existing residential development in the unincorporated County. A utility site owned by the Florida Gas Transmission Company is also located adjacent to the subject property.
7. The request is consistent with Future Land Use Element Policy 1.3.6 which states the allocation of new Residential land use shall be based on the following considerations: projected population; housing trends and characteristics; the provision and maintenance of quality residential environments; the protection of environmentally fragile natural systems; adequate transitioning between varying residential densities; and the provision and maintenance of public facilities and services. The Low-Density Residential land use will permit the consideration of a residential planned unit development project that will be compatible with surrounding land uses and adjacent zoning districts both in the City and in the unincorporated County.
8. The proposed amendment will not impact the environmental and natural areas of the City since any proposed development will be in accordance with all current applicable environmental regulations and procedures.

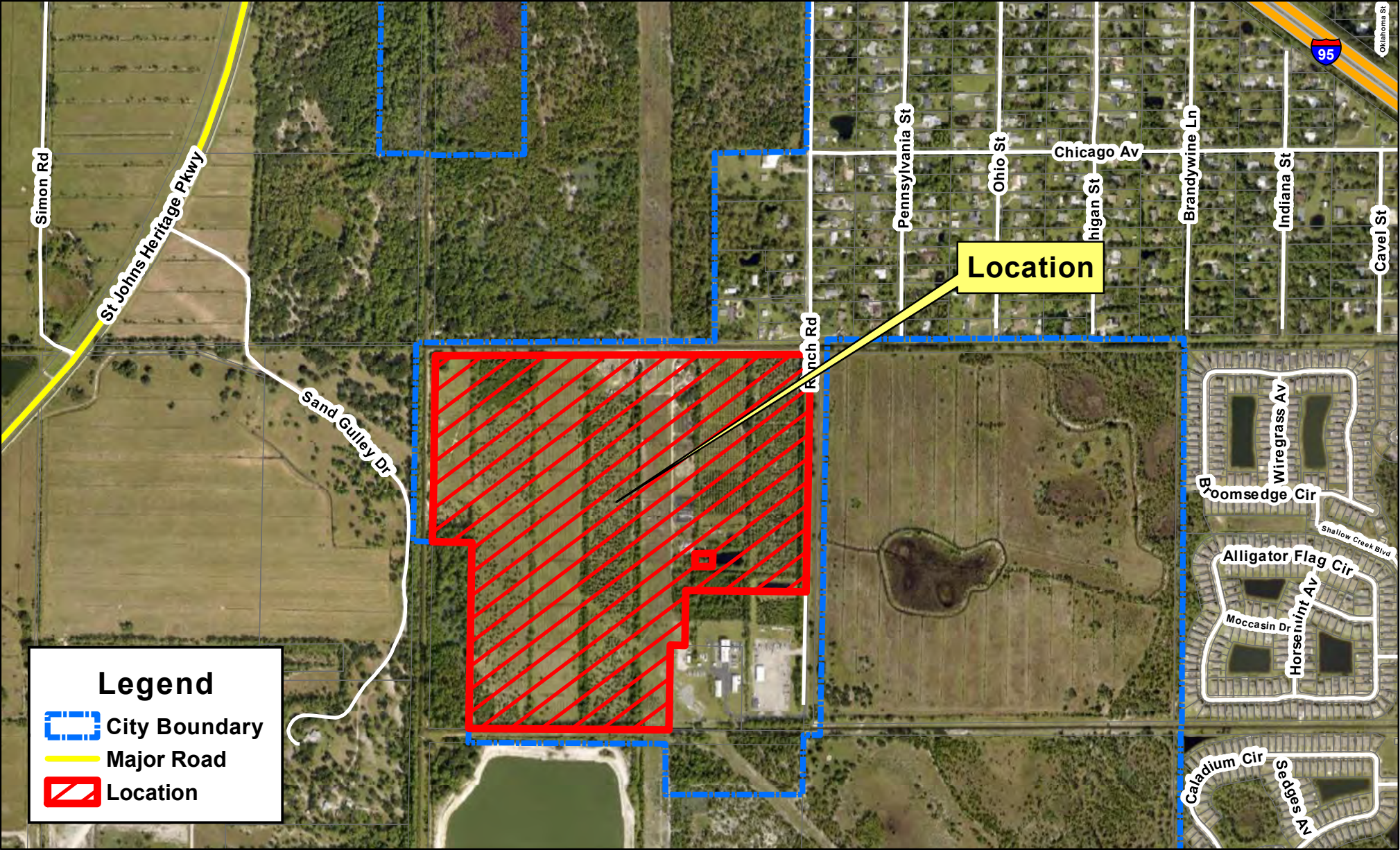
Respectfully Submitted,

 for
Chris Adams, Chair
Planning and Zoning Board

THE PINES WEST PUD
LOCATION MAP
ANNX2025-0006 | MAP2025-0014



GIS Portal: <https://maps.mlbfl.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>
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1 inch = 1,042 feet

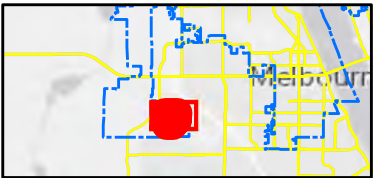


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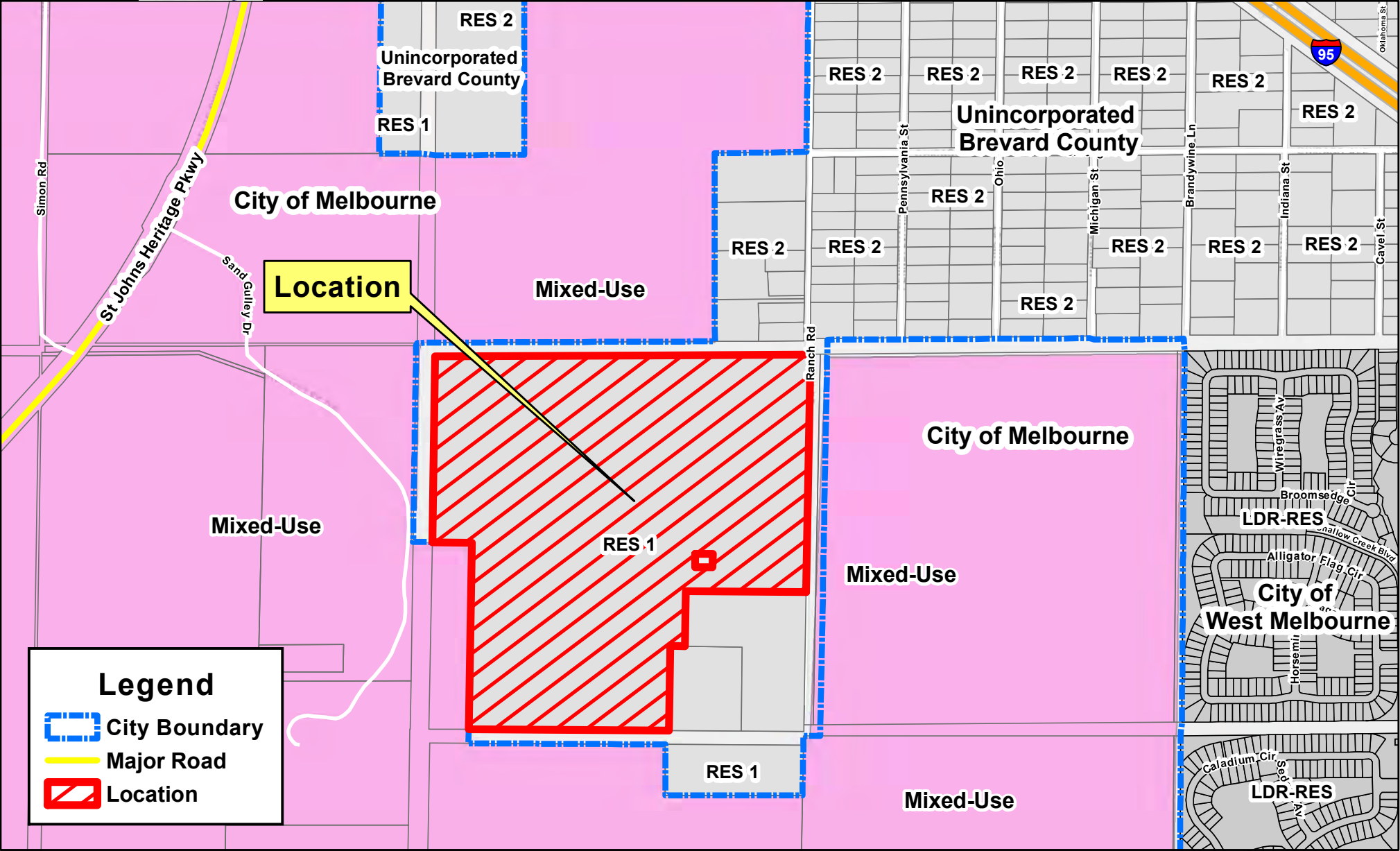
- City Boundary
- Major Road
- Location

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data herein or for their use or interpretation by the
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THE PINES WEST PUD
FUTURE LAND USE MAP
ANNX2025-0006 | MAP2025-0014

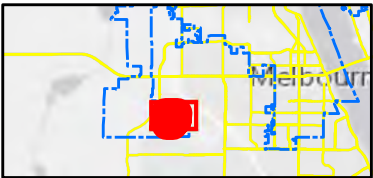


GIS Portal: <https://maps.mlbf.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>
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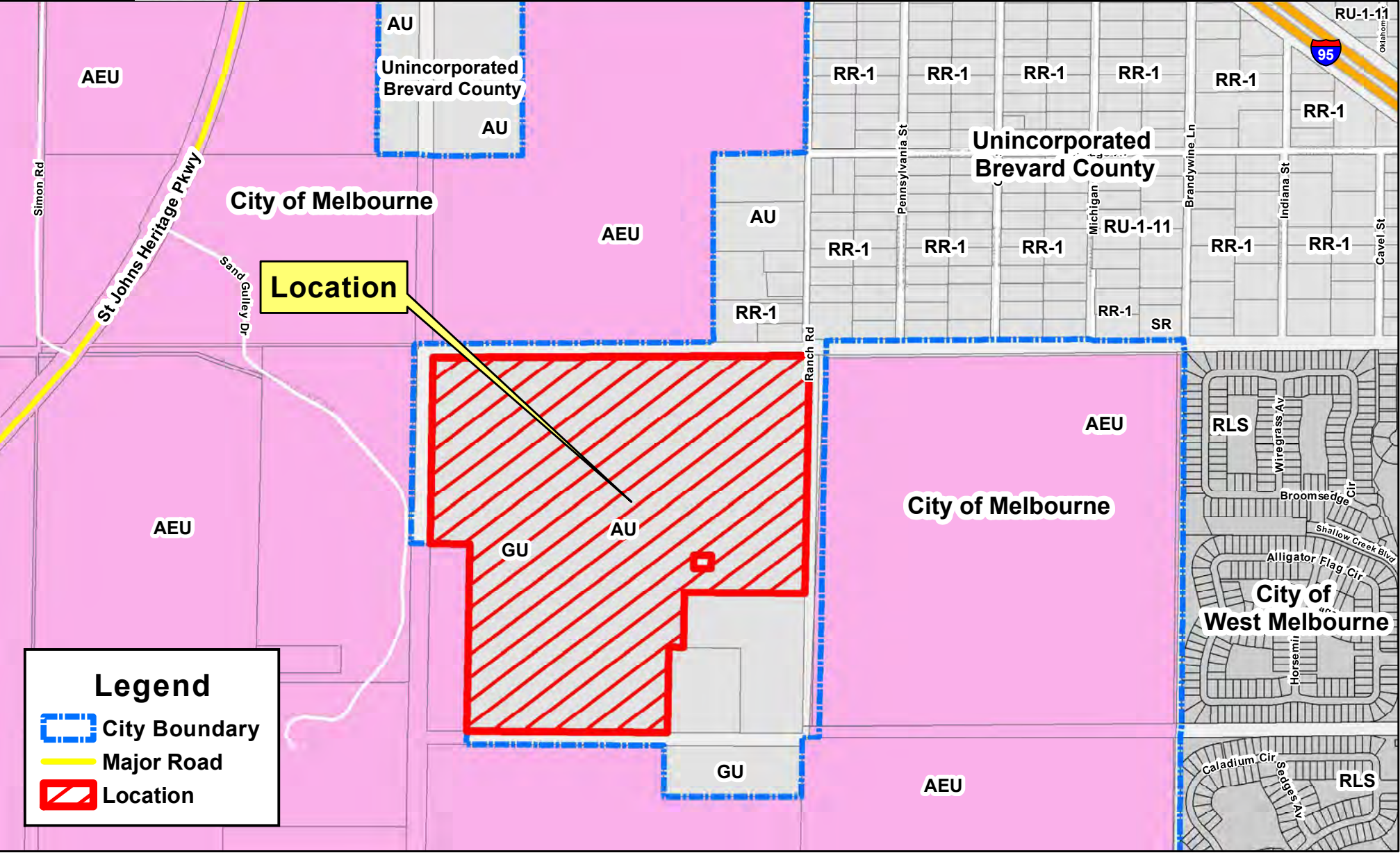


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THE PINES WEST PUD
ZONING MAP
ANNX2025-0006 | MAP2025-0014



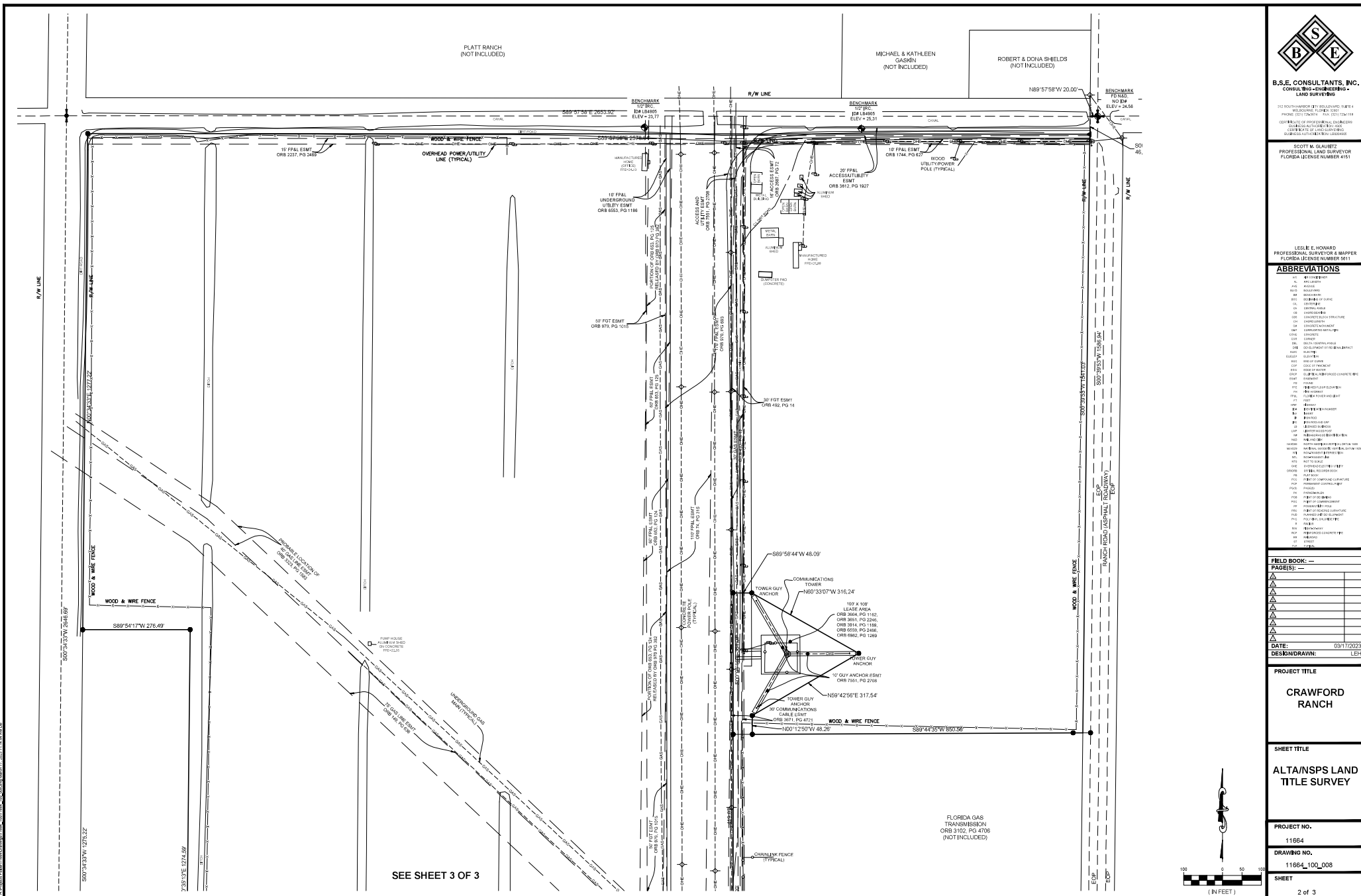
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ArcGIS Online: <https://mgis.maps.arcgis.com>
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1 inch = 1,042 feet



Legend

- City Boundary
- Major Road
- Location

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RESOLUTION NO. 4412

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO THE COMPREHENSIVE PLAN; MAKING FINDINGS; AUTHORIZING THE TRANSMITTAL OF AN AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO THE FLORIDA DEPARTMENT OF COMMERCE, BUREAU OF COMPREHENSIVE PLANNING, PURSUANT TO THE LOCAL COMMUNITY PLANNING ACT; ESTABLISHING A LOW DENSITY RESIDENTIAL FUTURE LAND USE MAP CLASSIFICATION ON A 120.65±-ACRE SITE LOCATED EAST OF THE SAINT JOHN'S HERITAGE PARKWAY, SOUTH OF THE MELBOURNE TILLMAN C-63 CANAL AND NORTH OF THE MELBOURNE TILLMAN C-54 CANAL IN TOWNSHIP 28, RANGE 36, SECTION 15; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION. (MAP2025-0014)

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on March 5, 2026 to consider MAP2025-0014. The Board recommended approval of the proposed amendment to the Comprehensive Plan for the City of Melbourne, which proposed amendment is attached hereto and by this reference incorporated herein; and

WHEREAS, the City Council hereby determines that the intent of the proposed amendment to the Future Land Use Element of the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water and other resources; promote and protect 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; and

WHEREAS, Florida Statutes Section 163.3184 require submittal of the Comprehensive Plan amendment to the Florida Department of Commerce (Community Planning), the East

Central Florida Regional Planning Council, St. Johns River Water Management District, Brevard County, and certain other state agencies and local governments; and

WHEREAS, the City Council, following a public hearing on March 24, 2026, finds that the promotion of the public health, safety, welfare, economic order, and aesthetics of both the community and the region will occur if the Comprehensive Plan Amendment is submitted for review.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA,

SECTION 1. That each and all of the foregoing findings are hereby declared to be true and correct and are incorporated herein.

SECTION 2. That the City Council directs the City Manager or her designee to transmit to the Florida Department of Commerce (Community Planning), and other designated agencies, the following Comprehensive Plan Amendments:

MAP2025-0014: Establishing a Low Density Residential Future Land Use Map classification on a 120.65±-acre site located east of the Saint John's Heritage Parkway, south of the Melbourne Tillman C-63 canal and north of the Melbourne Tillman C-54 canal in Township 28, Range 36, Section 15.

The attached Comprehensive Plan amendment is an amendment to the Future Land Use Map.

SECTION 3. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 4. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2026.

BY: _____
Paul Alfrey, Mayor

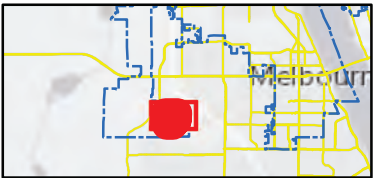
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

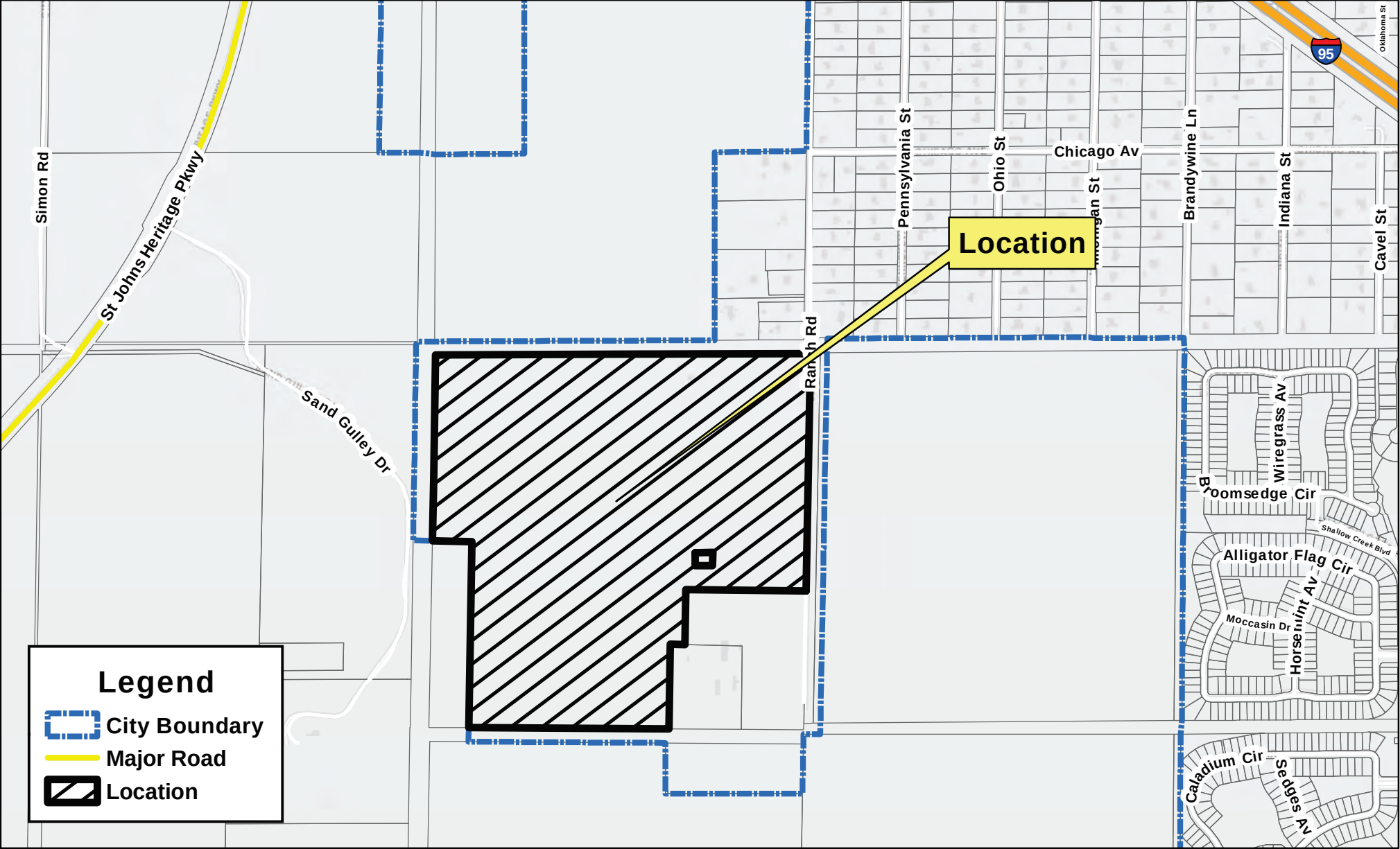
Attachment: MAP2025-0014

Resolution No. 4412

THE PINES WEST PUD
LOCATION MAP
ANNX2025-0006 | MAP2025-0014



GIS Portal: <https://maps.mlbfl.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>
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1 inch = 1,042 feet



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any User's use of the GIS or the
property records or mapping data provided herein.

Title: THE PINES WEST PUD
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 3/4/2026 1:57:56 PM
Document Name: THE PINES WEST PUD EXHIBIT Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PD\P&ZBOARD2025\Maps\IMXD\THE PINES WEST PUD EXHIBIT 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

More questions - The Pines PUD Preliminary Development Plan

Mary Johannessen <marypauljohannessen@gmail.com>

Sat, Feb 28 at 12:42 PM

To: cheryl.dean@mlbfl.org <cheryl.dean@mlbfl.org>, <cynthia.dittmer@mlbfl.org>

Cc: <mimi.hanley@mlbfl.org>

Hello Cheryl/Cindy

I have a few more questions regarding The Pines PUD Preliminary Development Plan and The Pines West PUD.

1. Has a conceptual master plan for the entire Platt Ranch Property been submitted to the City of Melbourne by the Platt Ranch property owners? [Per Comprehensive Plan Policy 1.11.6: Platt Ranch Community Activity Center (PRCAC)]
2. If it has been submitted, has the city of Melbourne approved that conceptual master plan?
3. If it has not been submitted, is there date/time frame when it will be submitted?
4. Is The Pines PUD preliminary development plan (containing both East & West PUDs) considered an "application for development" for both the East & West PUDs together since they are interconnected and the West PUD is dependent on the East PUD (and the Norfolk Parkway extension to the East PUD entrance) for traffic.
5. Because the East & West PUD properties have/will have 2 different FLUM designations and zoning regulations, are they considered separate entities with regard to development applications approvals?
6. If the Annexation & FLUM for The Pines - West is approved, is that considered approval/green light of its development application independent of The Pines - East PUD approval?

Just trying to understand what the development plan is and if there will be any traffic impact to Ranch Road (north of Canal-63), and the rest of the Brandywine neighborhood, as a result of The Pines PUD development (from East and/or West PUDs). I suspect there will be impacts and would like to understand what they are.

A conversation may be the easiest way to help me better understand the overall development plan and planned Ranch Road use. I would be happy to meet you at City Hall to discuss further - at your earliest opportunity.

Thank You,

Mary Johannessen

321-

Public Comment to ANNEX2025-0006 & MAP 2025-0014 for March 5th Public Hearing

Mary Johannessen <marypauljohannessen@gmail.com>
 To: <cynthia.dittmer@mlbfl.org>, <cheryl.dean@mlbfl.org>
 Cc: <mimi.hanley@mlbfl.org>

Tue, Mar 3 at 9:57 PM

Cindy & Cheryl,

The following is my public comment to the City of Melbourne for the Public Hearing scheduled for 05MAR2026 for the proposed Annexation & Future Land Use (FLU) Designation of "The Pines - West" Property. [Annexation ANNEX2025-0006, Comprehensive Plan Major Amendment MAP 2025-0014 (FLU)]

Subject Property Location: 120.65+/- acre property located east of the St. John's Heritage Parkway, south of Melbourne Tillman Canal C-63 and north of the Melbourne Tillman Canal C-54.

NOTE: The above property location reference "north of the Melbourne Tillman Canal C-54" is not correct. The correct canal # located north of the property is C-64, not C-54.

I am submitting this public comment as part of the Public Hearing record for ANNEX2025-0006 & MAP 2025-0014 (FLU) on March 5, 2026 at 6:30pm at the City of Melbourne City Hall.

Public Comment Made by Mary Johannessen with standing as

- a. 25+ year, fulltime resident property owner in the adjacent unincorporated Brevard County platted neighborhood "National Police Home Foundation - 1st addition" commonly referred to the "Brandywine Area" just west of I-95, South of US-192, North of Melbourne Tillman Canal C-63.
- b. 37+ year, full time resident of the Melbourne, FL area in Brevard County.

1. I do not object to the annexation of the property identified as The Pines West PUD by the City of Melbourne.

2. I do not object to the FLU designation of Low Density Residential (up to 6 dwelling units per acre).

Although, I would have expected the FLU to be designated Mixed Use (MU) since the almost all the property surrounding the 120 acres to the east, west and south is Platt Ranch property, with a FLU of MU. For consistency across adjacent properties, it seems logical to and appropriate to have the same FLU designations.

3. As long as there is no access for Vehicular & Pedestrian traffic to/from The Pines PUDs (East and West) to Ranch Road (north side of canal-63), or to any other road within the Brandywine area, I have no objection to The Pines PUD being developed on the properties on the south side of Canal-63. (Nor will the residents of the Brandywine Area)

The Preliminary Development Plan (PDP) drawing set (dated 11/17/2025) for both The Pines PUDs (East & West) is attached to this email.

submitted by
Mr. Johannesen
at meeting

Planning & Zoning Location Web Application Information Technology Department

2852178 X Q

Show search results for 2852178

2852178 X Q

2852178

Sand Gulley Dr

Parcel Property: 2852178

Tax Account ID: 2852178

FLORIDA GAS TRANSMISSION CO
2424 RIDGE RD C/O KE ANDREWS
ROCKWALL, TX 75087

[Zoom to](#)

600ft

Move mouse to get coordinates

HERE, Garmin, INCREMENT P, Intermap, NGA, USGS | Brevard County Pro...

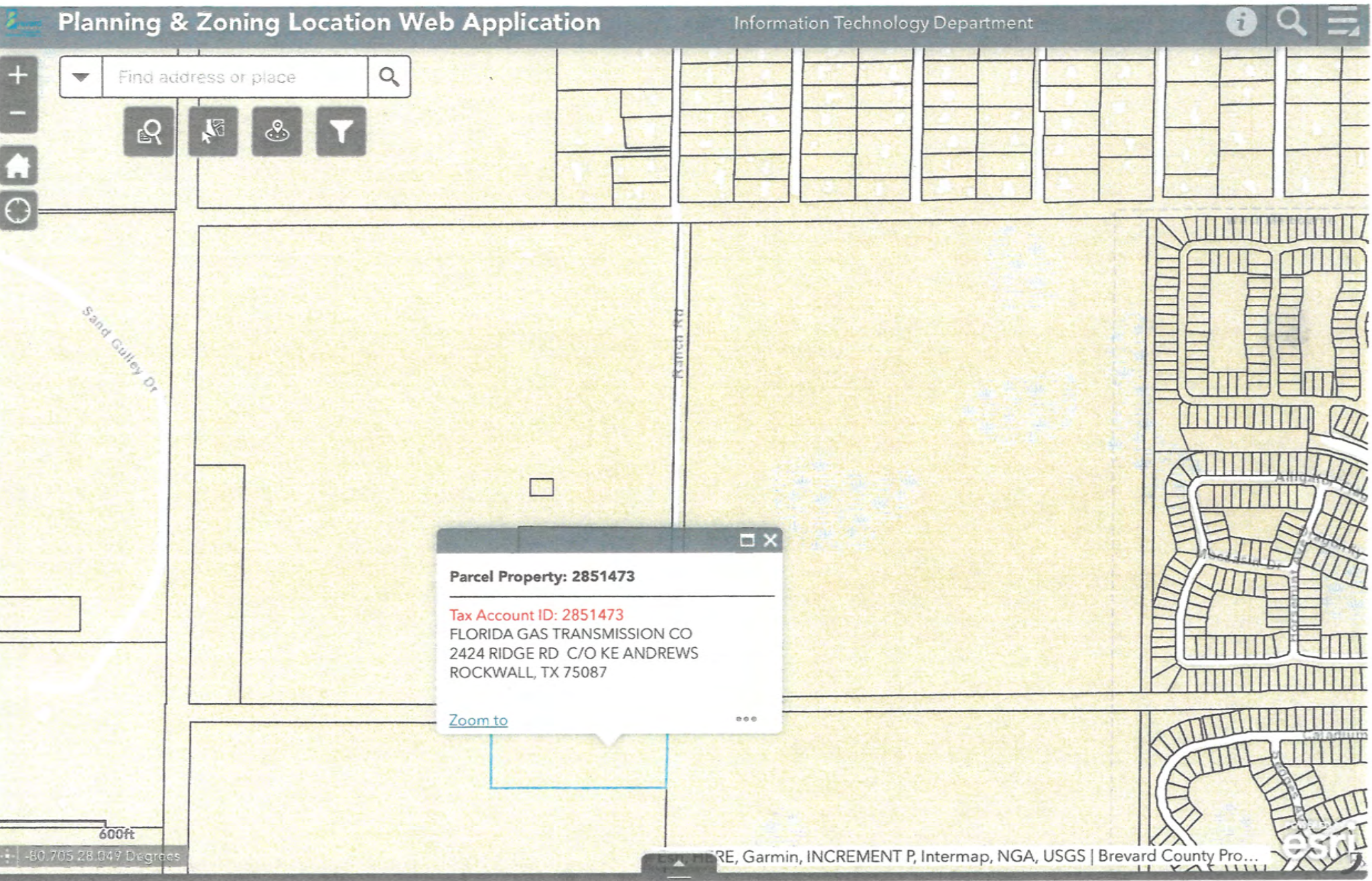
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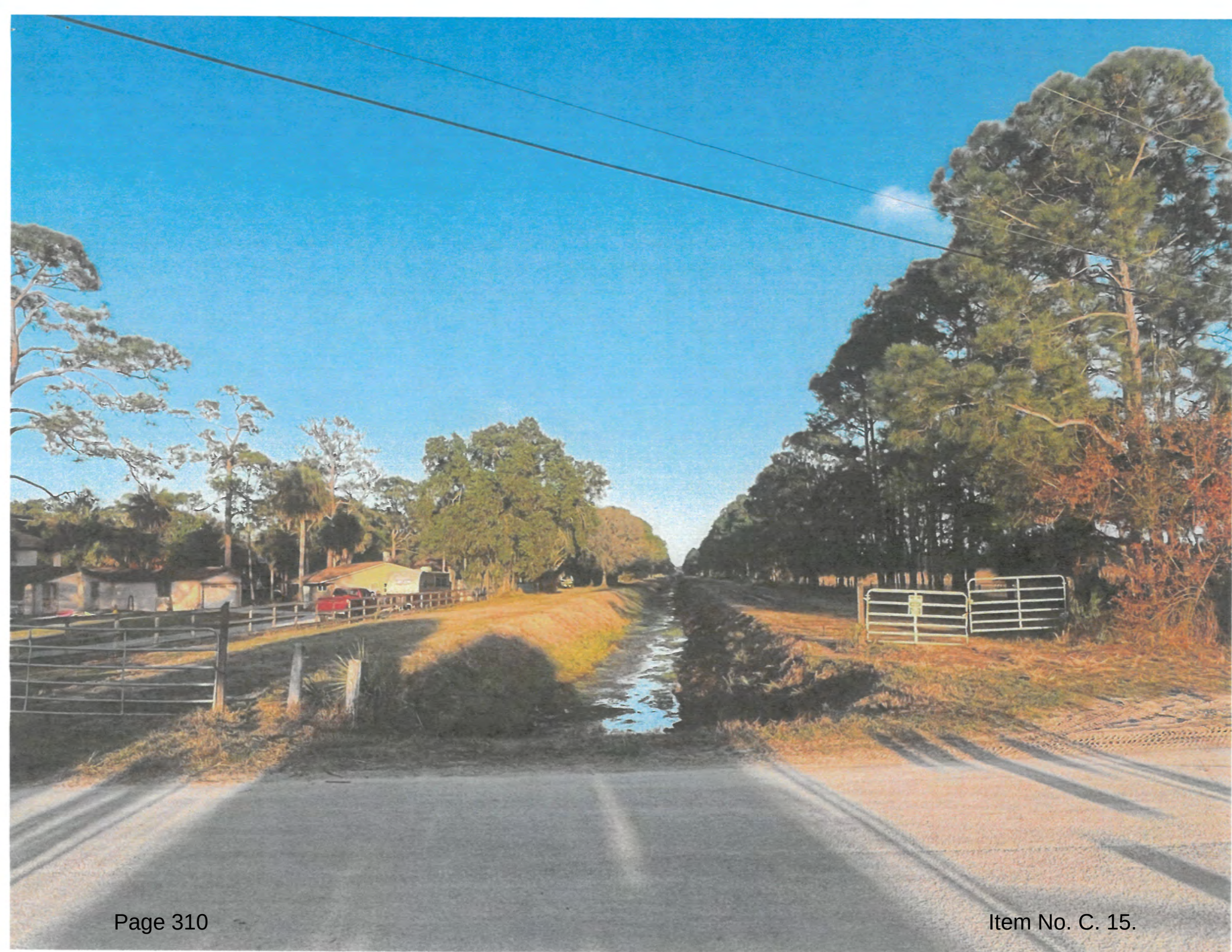
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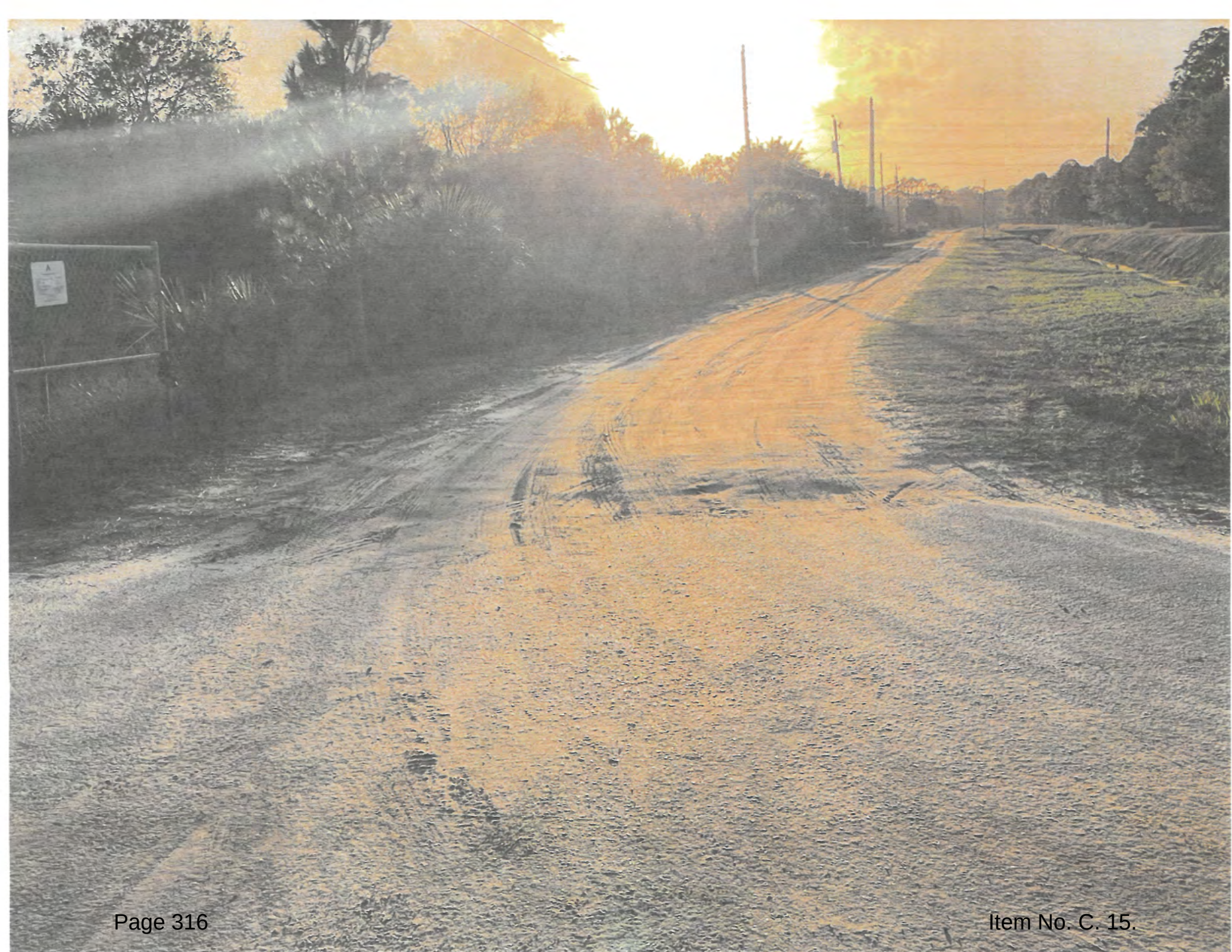
**NO PUBLIC
ACCESS BEYOND
THIS POINT**


Florida Gas Transmission Company
A Division of Florida Gas Transmission, Inc.
Melbourne Team
Compressor Station 19
In Emergency Call 1-800-238-5066

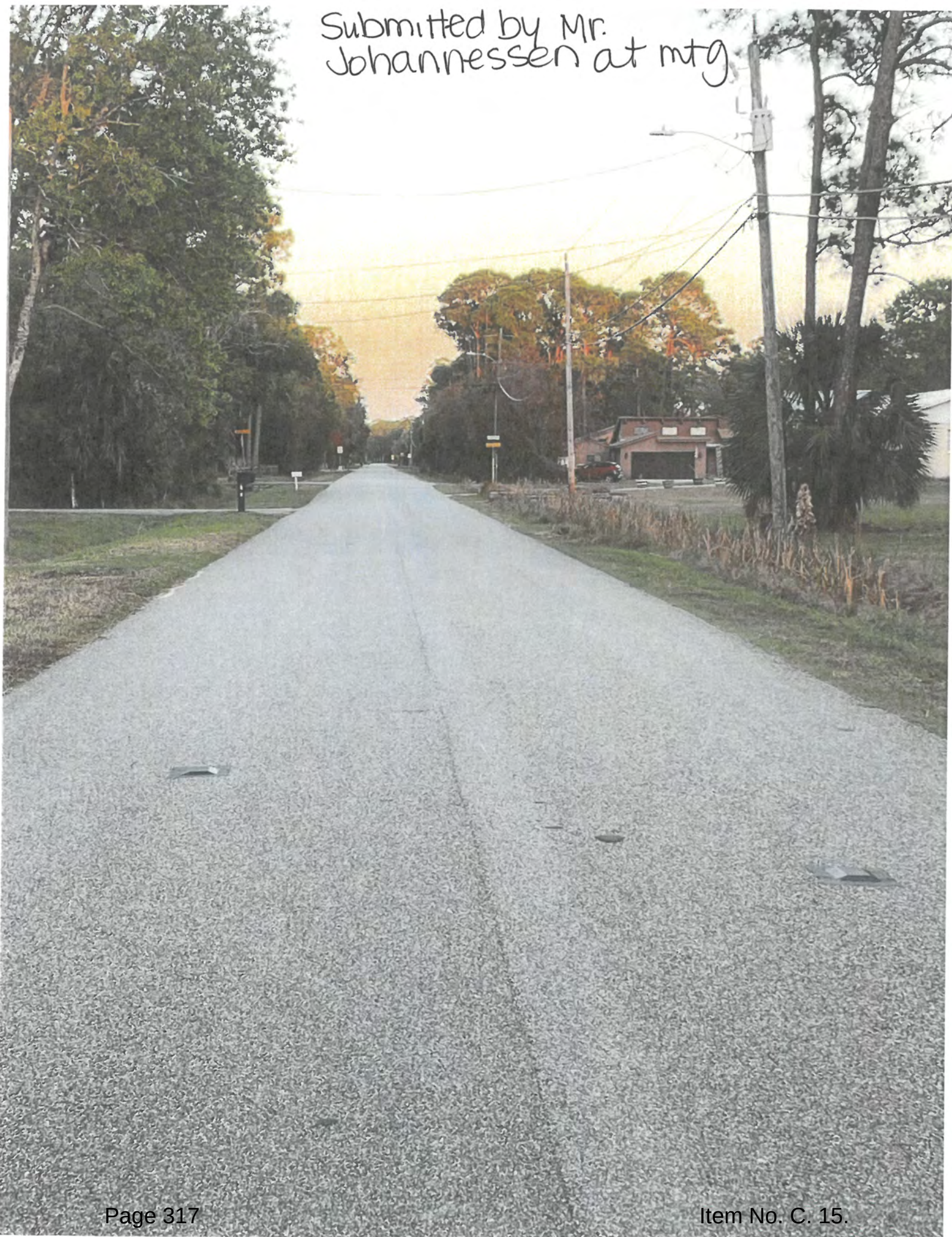








Submitted by Mr.
Johannessen at mtg





Date: March 9, 2026



City of Melbourne
Planning and Zoning Department
900 East Strawbridge Avenue
Melbourne, FL 32901

TAX ACC : 2802926

Subject: Letter of Intent – Petition Concerning Partial Development within Proposed 120-

Acre Annexation Area MAP 2025-0014 ~~UPD~~ And the Comprehensive plan
Regarding Future Land use of Pines PUD.

To Whom It May Concern,

This letter serves as formal notice of the intent of residents of the Police Foundation community to submit a petition regarding the proposed annexation and potential development of approximately 120 acres currently under consideration for inclusion within the City of Melbourne.

The residents wish to clarify that our petition is not in opposition to the annexation itself. Specifically, we do not object to the annexation and potential development of the portion of the property located west of the existing powerline corridor.

However, residents intend to formally petition the City regarding the portion of the property located east of the powerline corridor and west of the roadway serving the gas transmission facility. This area is currently part of Bob Crawford's Nursery property and includes the dirt roadway located south of the canal at the end of Ranch Road. This dirt roadway has served as Crawfords access and for Florida Power & Light (FPL) to reach and maintain the adjacent powerline infrastructure.

The residents respectfully request that this portion of the annexation area remain as is with no potential for annexation, remain undeveloped and serve as a permanent buffer between the Police Foundation neighborhood and any future development to the west. Our position is based on the following considerations:

First, the Police Foundation neighborhood is an established rural residential community that functions as a no-outlet area. Residents strongly wish to preserve the rural character and limited access nature of the neighborhood. If residential development were permitted in the area east of the powerlines, any homes constructed there would, by default, have direct access into our neighborhood because of their immediate proximity to Ranch Road and the existing dirt access roadway. This would effectively create a new connection point into the neighborhood, increasing traffic and eliminating the current separation that residents value.

Second, the area in question is already surrounded by significant utility infrastructure, including high-voltage powerlines, the roadway serving a gas transmission facility, and a

nearby cell tower installation. These surrounding facilities make the area less suitable for residential development and further support maintaining the land as an undeveloped buffer between infrastructure corridors and existing residential properties.

Third, the property also provides habitat for gopher tortoises, which are a protected species under Florida law. Avoiding development in this portion of the property would help prevent disturbance to these protected animals and eliminate potential relocation or mitigation requirements that could arise if development were pursued.

Maintaining this area in its current condition would allow development to proceed on the portion of the property west of the powerline corridor while preserving a natural and functional buffer that protects the safety, privacy, and rural character of the Police Foundation community.

The residents respectfully request that the City take these considerations into account during the annexation and planning process. We look forward to working cooperatively with the City as the matter proceeds, including The comprehensive plan for future Land use.

Sincerely,



Michael Pastore, Jr.

a landowner within 500'
3080 Pennsylvania Street

Melbourne, Florida 32904

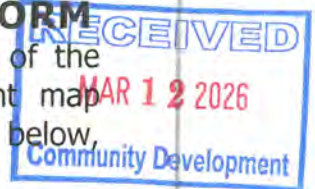
On behalf of Residents of the Police Foundation Community
Melbourne, Florida

CITY OF MELBOURNE

COMPREHENSIVE PLAN MAP AMENDMENT PETITION FORM

The following individual property owners who own property within 500 feet of the proposed amendment area are opposed to comprehensive plan amendment map amendment request: MAP 2025-0014 and by signature below, intend to exercise the 6/7 rule as provided in Chapter 4, Section 4.12.

Cut-Off Date for submittal of the petition: March 12, 2026



Janice Lunden Janice Lunden 3/11/26
 PRINT FULL NAME SIGNATURE DATE
3045 Ranch Rd 32904 jan5816@cf1.rr.com 321-298-1635
 PRINT PROPERTY ADDRESS W/IN 500 FT EMAIL TELEPHONE

DOUGLAS MACARTHUR D L MARTH 3/11/26
 PRINT FULL NAME SIGNATURE DATE
3045 RANCH RD 32904 DMACARTHUR@CEL.PRA.COM 321-698-7538
 PRINT PROPERTY ADDRESS W/IN 500 FT EMAIL TELEPHONE

VERA ELIZABETH BUNDY Vera E Bundy MARCH 11, 2026
 PRINT FULL NAME SIGNATURE DATE
3030 RANCH ROAD MELB. veb19532020@gmail.com 321-449-6945
 PRINT PROPERTY ADDRESS W/IN 500 FT EMAIL TELEPHONE

MARITES BRYANT [Signature] 3/11/26
 PRINT FULL NAME SIGNATURE DATE
3020 RANCH RD. MELB. tess.bunny@yahoo.com 321-652-4067
 PRINT PROPERTY ADDRESS W/IN 500 FT EMAIL TELEPHONE

SUSAN C. ZIEGLER Susan C. Ziegler 3/11/26
 PRINT FULL NAME SIGNATURE DATE
3025 RANCH RD MELBOURNE RBBSU.ZIEGLER@juno.com 321-725-7584
 PRINT PROPERTY ADDRESS W/IN 500 FT EMAIL TELEPHONE

Robert Shields [Signature] 3/11/26
 PRINT FULL NAME SIGNATURE DATE
3070 Ranch Rd Melbourne rshields14@ck1.com 321-288-7624
 PRINT PROPERTY ADDRESS W/IN 500 FT EMAIL TELEPHONE

DONALD BRYANT [Signature] 3/11/26
 PRINT FULL NAME SIGNATURE DATE
3020 RANCH RD tess_bunny@yahoo.com 321-652-4067
 PRINT PROPERTY ADDRESS W/IN 500 FT EMAIL TELEPHONE

Michael M. GASKIN [Signature] 3-11-26
 PRINT FULL NAME SIGNATURE DATE
3040 RANCH ROAD MELBOURNE mmgaskin@outlook.com 321-480-9113
 PRINT PROPERTY ADDRESS W/IN 500 FT EMAIL TELEPHONE

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

PAGE ___ OF ___

AS OF: 3/9/26

Page 2

CITY OF MELBOURNE

COMPREHENSIVE PLAN MAP AMENDMENT PETITION FORM

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James Conroy 3/11/26
 PRINT FULL NAME SIGNATURE DATE
3085 Ranch Rd SENEDIVER@AOL.COM 347 270 2312
 PRINT PROPERTY ADDRESS W/IN 500 FT EMAIL TELEPHONE

PRINT FULL NAME SIGNATURE DATE

PRINT PROPERTY ADDRESS W/IN 500 FT EMAIL TELEPHONE

PRINT FULL NAME SIGNATURE DATE

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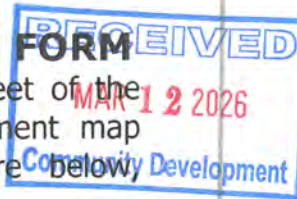
AS OF: 3/9/26

CITY OF MELBOURNE

COMPREHENSIVE PLAN MAP AMENDMENT PETITION FORM

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Cut-Off Date for submittal of the petition: March 12, 2026



<u>Darrell Cintron</u>	<u>[Signature]</u>	<u>3-9-26</u>
PRINT FULL NAME	SIGNATURE	DATE
<u>3090 Pennsylvania ST</u>	<u>Flashburn7018@yahoo.com</u>	<u>521-2987313</u>
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

<u>Charlene Cintron</u>	<u>[Signature]</u>	<u>3/9/26</u>
PRINT FULL NAME	SIGNATURE	DATE
<u>3090 Pennsylvania St</u>	<u>C9C175@yahoo.com</u>	<u>321-750-4965</u>
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

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

PRINT FULL NAME	SIGNATURE	DATE
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AS OF: 3/9/26

CITY OF MELBOURNE

COMPREHENSIVE PLAN MAP AMENDMENT PETITION FORM

The following individual property owners who own property within 500 feet of the proposed amendment area are opposed to comprehensive plan amendment map amendment request: MAP 2025-0014 and by signature below, intend to exercise the 6/7 rule as provided in Chapter 4, Section 4.12.

Cut-Off Date for submittal of the petition: March 12, 2026



<u>Michael I. Pastore, Jr.</u>	<u>[Signature]</u>	<u>3/9/26</u>
PRINT FULL NAME	SIGNATURE	DATE
<u>3080 Pennsylvania St.</u>	<u>mp73@protonmail.com</u>	<u>321-480-5097</u>
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

<u>Jennifer A Pastore</u>	<u>[Signature]</u>	<u>3/9/26</u>
PRINT FULL NAME	SIGNATURE	DATE
<u>3080 Pennsylvania St.</u>	<u>mamapastore@gmail.com</u>	<u>321-258-7548</u>
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

<u>Judy K. Pastore</u>	<u>[Signature]</u>	<u>3/9/26</u>
PRINT FULL NAME	SIGNATURE	DATE
<u>3065 Ranch Rd.</u>	<u>jpastore@cfl.m.com</u>	<u>321-544-9691</u>
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

<u>Michael J Pastore, Sr</u>	<u>[Signature]</u>	<u>3/9/2026</u>
PRINT FULL NAME	SIGNATURE	DATE
<u>3065 Ranch Rd</u>	<u>mpastoresr@gmail.com</u>	<u>321-544-9864</u>
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

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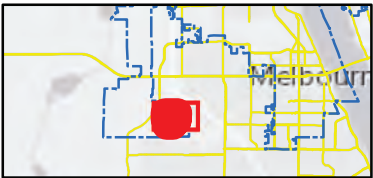
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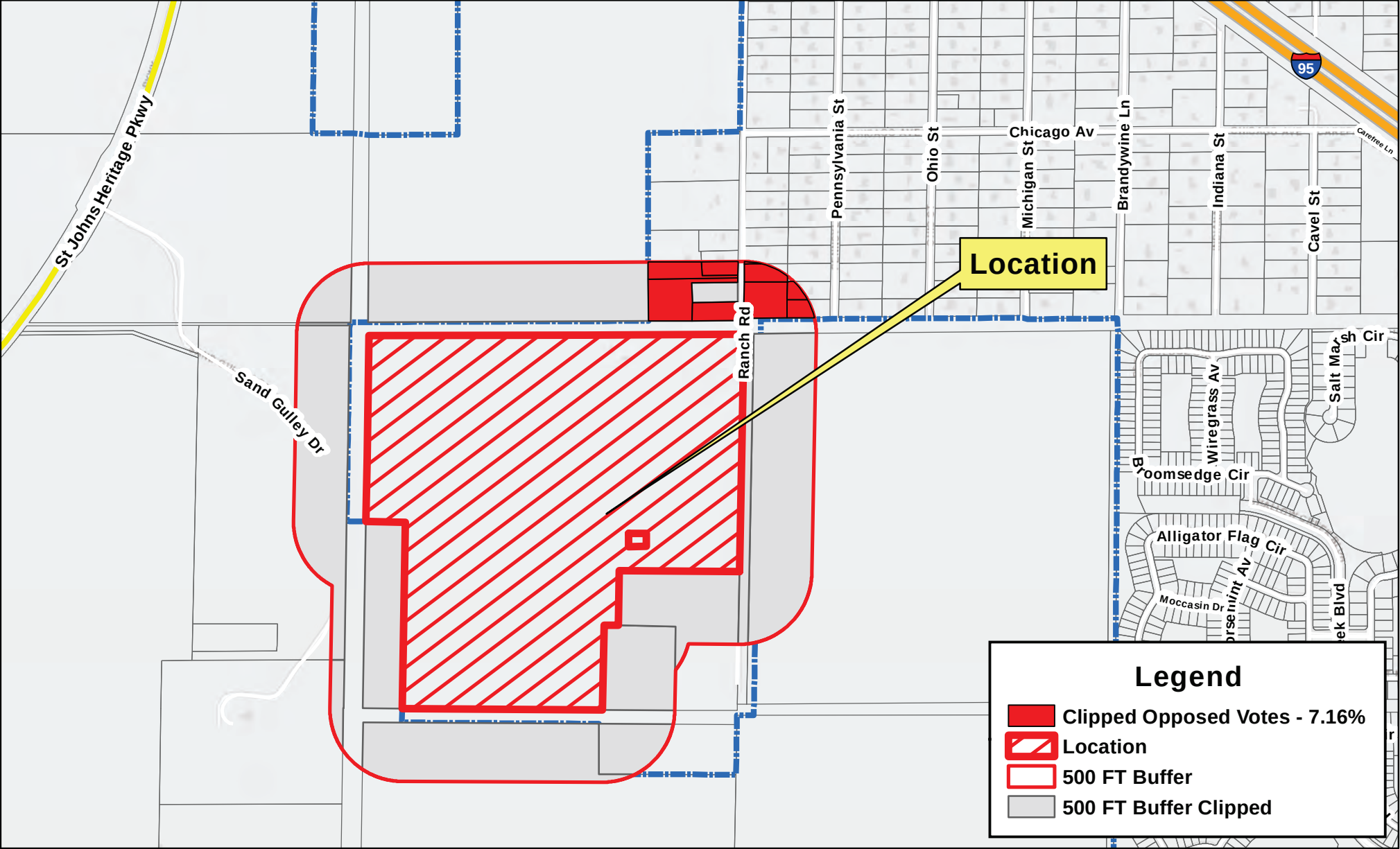
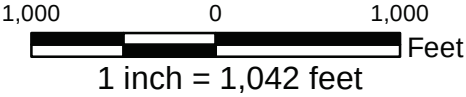
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THE PINES WEST PUD
LOCATION MAP
ANNX2025-0006 | MAP2025-0014



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



Legend

Clipped Opposed Votes - 7.16%

Location

500 FT Buffer

500 FT Buffer Clipped

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



Melbourne City Council
March 24, 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:

Amendment to Chapter 54, Economic Development Tax Exemption Program, Section 54-146 and Ad Valorem Tax Exemption Program Guidelines.

Background/Consideration:

This is a request for approval for two actions: an Ordinance to amend Section 54-146 of the City Code to update Florida Statute cross-references, and a Resolution to adjust the annual average wage requirements for the City's Ad Valorem Tax Exemption Program. These changes are in response to the Florida Department of Commerce's newly adopted wage thresholds, based on 2024 data, which became effective on January 1, 2026.

The State of Florida revised the definition of "Target Industry Business" and relocated it to Section 288.005 of the Florida Statutes. The ordinance will amend Chapter 54, updating the reference to the correct statute. Within the statute, the State identifies the following "Target Industries" and "Sector Specific Target Industries" that are listed below for information.

Cross-Cutting Target Industries:

- Corporate Headquarters
- Logistics – including shipping, distribution, packaging, processing
- Manufacturing
- Research and Development

Sector-Specific Target Industries:

- Aerospace and Aviation – including Maintenance, Repair and Overhaul (MRO), Pilot Training, Air Traffic Control, Advanced Air Mobility (AAM), Unmanned Aircraft System/Unmanned Aerial Vehicle (UAS/UAV)
- AgTech – including Emerging Technologies, Timber, Aquaculture, etc.
- Energy Security – including Semiconductors, Superconducting, Nuclear, Hydrogen, Energy Storage, etc.
- Financial Services – including Insurance, FinTech
- Information Technology – including Emerging Technologies, Cybersecurity



- Life Sciences – including Pharmaceuticals, Medical Device Technology, Digital Health
- Maritime – including Commercial and Industrial Base Shipbuilding, Maintenance, Repair and Overhaul (MRO)
- Military and Defense – including Dual Use Tech, Law Enforcement Tech, Modeling, Simulation and Training

The Florida Department of Commerce (Florida Commerce) calculates the average annual wages for each county in the state. The Labor Market Statistics Center within Florida Commerce uses data from the U.S. Department of Labor's Bureau of Labor Statistics to generate updated wage information. These wages fluctuate in response to national, state, and local economic conditions. Florida uses these average wage figures to determine eligibility for the state's economic development programs, including the level of financial support available.

For Brevard County, the average annual wage requirement has increased from \$57,927 in 2021 to \$68,052 in 2024. The proposed Resolution will adopt the updated wage thresholds for the City's Ad Valorem Tax Exemption Program.

The City of Melbourne incorporates average wage data as a key criterion in its Ad Valorem Tax Exemption Program. The primary factors used to determine the level of tax abatement available to new or expanding businesses are average wages, capital investment, and the number of new employees.

Florida Commerce (formerly the Department of Economic Opportunity) has historically allowed the City to use its Ad Valorem Tax Exemption as the required local match for companies seeking state incentives. Therefore, it is important to maintain consistency between state and city guidelines when evaluating incentive packages for new or expanding businesses.

Recent examples where the City's Ad Valorem Tax Exemption has helped leverage state incentives include projects with Embraer, L3Harris, and Northrop Grumman. The updated City guidelines, reflecting the revised wage thresholds, are attached as Exhibit A to the Resolution.

Fiscal/Budget Impact:

N/A

Requested Action:

- a. Approval of Ordinance No. 2026-17.
- b. Approval of Resolution No. 4413.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Robert McKinzie, Economic Development Manager
Re: **Ad Valorem Tax Exemption Guidelines**
Date: March 12, 2026

Background/Consideration

This is a request for approval for two actions: an Ordinance to amend Section 54-146 of the City Code to update the Florida Statute references, and a Resolution to adjust the annual average wage requirements for the Ad Valorem Tax Exemption Program. These changes are in response to the Florida Department of Commerce's newly adopted wage thresholds, based on 2024 data, which became effective on January 1, 2026.

The State of Florida Department of Commerce (Florida Commerce) calculates the average annual wages for each county within the State of Florida. Florida Commerce Labor Market Statistics Center utilizes data from the U.S. Department of Labor's Bureau of Labor Statistics to calculate updated wage information. Average wages fluctuate depending upon the national, state and local economies. These average annual wage determinations are used by the State of Florida when determining the State of Florida's economic development program eligibility, including the level of financial support.

For Brevard County, the average annual wage requirement has increased from \$57,927 in 2021 to \$68,052 for 2024. The proposed Resolution will adopt these updated wage thresholds for the City's Ad Valorem Tax Exemption Program.

The State of Florida has also revised its definition of "Target Industry Business" pursuant to Section 288.005(7), Florida Statutes. Under the updated definition, a "Target Industry Business" means a corporate headquarters business or any business engaged in one of the target industries identified in accordance with the criteria established by the Department of Commerce.

- (a) Future growth.—The industry forecast indicates strong expectation for future growth in employment and output, according to the most recent available data. Special consideration should be given to businesses that export goods to, or

provide services in, international markets and businesses that onshore business operations to replace domestic and international imports of goods or services.

- (b) Stability.—The industry is not subject to periodic layoffs, whether due to seasonality or sensitivity to volatile economic variables such as weather. The industry is also relatively resistant to recession, so that the demand for products of this industry is not typically subject to decline during an economic downturn.
- (c) High wage.—The industry pays relatively high wages compared to statewide or area averages.
- (d) Market and resource independent.—The industry business location is not dependent on markets or resources in the state as indicated by industry analysis, except for businesses in the renewable energy industry.
- (e) Industrial base diversification and strengthening.—The industry contributes toward expanding or diversifying the state's or area's economic base, as indicated by analysis of employment and output shares compared to national and regional trends. Special consideration should be given to industries that strengthen regional economies by adding value to basic products or building regional industrial clusters as indicated by industry analysis. Special consideration should also be given to the development of strong industrial clusters that include defense and homeland security businesses.
- (f) Positive economic impact.—The industry has strong positive economic impacts on or benefits to the state or regional economies. Special consideration should be given to industries that facilitate the development of the state as a hub for domestic and global trade and logistics.

Based on this criteria Florida Commerce has updated their Target Industries List.

Four Cross-Cutting Target Industries:

- **Corporate Headquarters**
- **Logistics – incl. Shipping, Distribution, Packaging, Processing**
- **Manufacturing**
- **Research and Development**

Eight Sector-Specific Target Industries:

- **Aerospace and Aviation** – incl. Maintenance, Repair and Overhaul (MRO), Pilot Training, Air Traffic Control, Advanced Air Mobility (AAM), Unmanned Aircraft System/Unmanned Aerial Vehicle (UAS/UAV)
- **AgTech** – incl. Emerging Technologies, Timber, Aquaculture, etc.
- **Energy Security** – incl. Semiconductors, Superconducting, Nuclear, Hydrogen, Energy Storage, etc.
- **Financial Services** – incl. Insurance, FinTech
- **Information Technology** – incl. Emerging Technologies, Cybersecurity
- **Life Sciences** – incl. Pharmaceuticals, Medical Device Technology, Digital Health
- **Maritime** – incl. Commercial and Industrial Base Shipbuilding, Maintenance, Repair and Overhaul (MRO)

- **Military and Defense** – incl. Dual Use Tech, Law Enforcement Tech, Modeling, Simulation and Training

Each of these sectors satisfies the six statutory criteria required for designation as a Target Industry in Florida, including demonstrated future growth potential, stability, high-wage opportunities, market independence, economic diversification, and positive overall economic impact. In addition, a business must operate under the corresponding North American Industry Classification System (NAICS) code to qualify as part of a designated target industry.

Similarly, the City of Melbourne incorporates average wage data as a key criterion within its Ad Valorem Tax Exemption Program. Average wages, capital investment, and the number of new employees are the three primary factors used to determine the level of tax abatement available to a new or expanding business.

Florida Commerce (formerly the Department of Economic Opportunity) has historically permitted the City to utilize its Ad Valorem Tax Exemption as the required local match for companies pursuing State incentives. Accordingly, maintaining consistency between State and City guidelines is essential when evaluating incentive packages for prospective or expanding businesses.

Recent examples where the City's Ad Valorem Tax Exemption was used to leverage State incentives include Embraer, L3Harris, and Northrop Grumman. The City of Melbourne's updated guidelines, reflecting the revised wage thresholds, are attached as Exhibit A to the Resolution.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. XXXX amending section 54-146 of City Code.

Approval of Resolution No. XXXX amending the Ad Valorem Tax Exemption Program Guidelines to provide updated average annual wage data.

STATE OF FLORIDA
INCENTIVES AVERAGE WAGE REQUIREMENTS
 2024 Private Average Annual County Wage Data
 Effective January 1, 2026*

	Average Annual Wage ¹	Hourly Wage	115% of Avg Annual Wage	Hourly Wage	150% of Avg Annual Wage	Hourly Wage	200% of Avg Annual Wage	Hourly Wage
STATEWIDE	\$69,296	\$33.32	\$79,690	\$38.31	\$103,943	\$49.97	\$138,591	\$66.63
Alachua	\$57,000	\$27.40	\$65,550	\$31.51	\$85,500	\$41.11	\$114,000	\$54.81
Baker	\$42,369	\$20.37	\$48,724	\$23.43	\$63,553	\$30.55	\$84,738	\$40.74
Bay	\$51,326	\$24.68	\$59,025	\$28.38	\$76,989	\$37.01	\$102,653	\$49.35
Bradford	\$47,226	\$22.70	\$54,310	\$26.11	\$70,839	\$34.06	\$94,453	\$45.41
Brevard	\$68,052	\$32.72	\$78,259	\$37.62	\$102,077	\$49.08	\$136,103	\$65.43
Broward	\$70,781	\$34.03	\$81,399	\$39.13	\$106,172	\$51.04	\$141,563	\$68.06
Calhoun	\$40,018	\$19.24	\$46,021	\$22.13	\$60,027	\$28.86	\$80,036	\$38.48
Charlotte	\$52,853	\$25.41	\$60,781	\$29.22	\$79,280	\$38.12	\$105,707	\$50.82
Citrus	\$48,739	\$23.43	\$56,050	\$26.95	\$73,108	\$35.15	\$97,478	\$46.86
Clay	\$54,450	\$26.18	\$62,617	\$30.10	\$81,675	\$39.27	\$108,900	\$52.36
Collier	\$67,563	\$32.48	\$77,698	\$37.35	\$101,345	\$48.72	\$135,127	\$64.96
Columbia	\$48,488	\$23.31	\$55,761	\$26.81	\$72,732	\$34.97	\$96,975	\$46.62
DeSoto	\$46,927	\$22.56	\$53,966	\$25.95	\$70,391	\$33.84	\$93,854	\$45.12
Dixie	\$43,434	\$20.88	\$49,949	\$24.01	\$65,152	\$31.32	\$86,869	\$41.76
Duval	\$71,573	\$34.41	\$82,309	\$39.57	\$107,360	\$51.62	\$143,147	\$68.82
Escambia	\$60,221	\$28.95	\$69,254	\$33.30	\$90,332	\$43.43	\$120,442	\$57.90
Flagler	\$49,346	\$23.72	\$56,748	\$27.28	\$74,019	\$35.59	\$98,692	\$47.45
Franklin	\$42,353	\$20.36	\$48,706	\$23.42	\$63,530	\$30.54	\$84,707	\$40.72
Gadsden	\$52,439	\$25.21	\$60,305	\$28.99	\$78,659	\$37.82	\$104,878	\$50.42
Gilchrist	\$46,410	\$22.31	\$53,371	\$25.66	\$69,614	\$33.47	\$92,819	\$44.62
Glades	\$57,364	\$27.58	\$65,969	\$31.72	\$86,046	\$41.37	\$114,728	\$55.16
Gulf	\$50,338	\$24.20	\$57,888	\$27.83	\$75,507	\$36.30	\$100,675	\$48.40
Hamilton	\$59,792	\$28.75	\$68,761	\$33.06	\$89,688	\$43.12	\$119,584	\$57.49
Hardee	\$46,197	\$22.21	\$53,126	\$25.54	\$69,295	\$33.31	\$92,393	\$44.42
Hendry	\$55,421	\$26.64	\$63,734	\$30.64	\$83,131	\$39.97	\$110,841	\$53.29
Hernando	\$49,186	\$23.65	\$56,564	\$27.19	\$73,780	\$35.47	\$98,373	\$47.29
Highlands	\$47,026	\$22.61	\$54,080	\$26.00	\$70,539	\$33.91	\$94,052	\$45.22
Hillsborough	\$75,438	\$36.27	\$86,754	\$41.71	\$113,157	\$54.40	\$150,877	\$72.54
Holmes	\$38,531	\$18.52	\$44,310	\$21.30	\$57,796	\$27.79	\$77,062	\$37.05
Indian River	\$57,409	\$27.60	\$66,020	\$31.74	\$86,113	\$41.40	\$114,818	\$55.20

¹ Florida Department of Commerce, Labor Market Statistics Center, Quarterly Census of Employment and Wages Program, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

* All incentives applications received on or after January 1, 2026 will be subject to the new 2024 wages.

STATE OF FLORIDA
INCENTIVES AVERAGE WAGE REQUIREMENTS
2024 Private Average Annual County Wage Data
Effective January 1, 2026*

	Average Annual Wage ¹	Hourly Wage	115% of Avg Annual Wage	Hourly Wage	150% of Avg Annual Wage	Hourly Wage	200% of Avg Annual Wage	Hourly Wage
Jackson	\$44,157	\$21.23	\$50,780	\$24.41	\$66,235	\$31.84	\$88,313	\$42.46
Jefferson	\$47,249	\$22.72	\$54,337	\$26.12	\$70,874	\$34.07	\$94,499	\$45.43
Lafayette	\$43,212	\$20.78	\$49,694	\$23.89	\$64,818	\$31.16	\$86,424	\$41.55
Lake	\$52,817	\$25.39	\$60,739	\$29.20	\$79,225	\$38.09	\$105,634	\$50.79
Lee	\$59,645	\$28.68	\$68,592	\$32.98	\$89,468	\$43.01	\$119,290	\$57.35
Leon	\$60,725	\$29.19	\$69,833	\$33.57	\$91,087	\$43.79	\$121,449	\$58.39
Levy	\$42,390	\$20.38	\$48,749	\$23.44	\$63,586	\$30.57	\$84,781	\$40.76
Liberty	\$49,475	\$23.79	\$56,897	\$27.35	\$74,213	\$35.68	\$98,951	\$47.57
Madison	\$42,777	\$20.57	\$49,194	\$23.65	\$64,166	\$30.85	\$85,554	\$41.13
Manatee	\$60,329	\$29.00	\$69,378	\$33.35	\$90,493	\$43.51	\$120,657	\$58.01
Marion	\$52,033	\$25.02	\$59,838	\$28.77	\$78,049	\$37.52	\$104,065	\$50.03
Martin	\$58,821	\$28.28	\$67,645	\$32.52	\$88,232	\$42.42	\$117,643	\$56.56
Miami-Dade	\$76,986	\$37.01	\$88,534	\$42.56	\$115,479	\$55.52	\$153,972	\$74.02
Monroe	\$55,966	\$26.91	\$64,360	\$30.94	\$83,948	\$40.36	\$111,931	\$53.81
Nassau	\$54,072	\$26.00	\$62,183	\$29.90	\$81,108	\$38.99	\$108,144	\$51.99
Okaloosa	\$58,488	\$28.12	\$67,262	\$32.34	\$87,733	\$42.18	\$116,977	\$56.24
Okeechobee	\$45,611	\$21.93	\$52,452	\$25.22	\$68,416	\$32.89	\$91,222	\$43.86
Orange	\$67,605	\$32.50	\$77,746	\$37.38	\$101,407	\$48.75	\$135,210	\$65.00
Osceola	\$51,600	\$24.81	\$59,341	\$28.53	\$77,401	\$37.21	\$103,201	\$49.62
Palm Beach	\$76,839	\$36.94	\$88,365	\$42.48	\$115,258	\$55.41	\$153,678	\$73.88
Pasco	\$54,511	\$26.21	\$62,688	\$30.14	\$81,767	\$39.31	\$109,023	\$52.41
Pinellas	\$67,362	\$32.39	\$77,466	\$37.24	\$101,043	\$48.58	\$134,724	\$64.77
Polk	\$55,633	\$26.75	\$63,977	\$30.76	\$83,449	\$40.12	\$111,265	\$53.49
Putnam	\$49,263	\$23.68	\$56,652	\$27.24	\$73,894	\$35.53	\$98,526	\$47.37
Santa Rosa	\$49,804	\$23.94	\$57,275	\$27.54	\$74,706	\$35.92	\$99,609	\$47.89
Sarasota	\$64,592	\$31.05	\$74,281	\$35.71	\$96,888	\$46.58	\$129,184	\$62.11
Seminole	\$65,954	\$31.71	\$75,848	\$36.47	\$98,932	\$47.56	\$131,909	\$63.42
St. Johns	\$60,085	\$28.89	\$69,097	\$33.22	\$90,127	\$43.33	\$120,170	\$57.77
St. Lucie	\$51,189	\$24.61	\$58,867	\$28.30	\$76,783	\$36.92	\$102,378	\$49.22
Sumter	\$57,681	\$27.73	\$66,333	\$31.89	\$86,522	\$41.60	\$115,362	\$55.46
Suwannee	\$46,026	\$22.13	\$52,929	\$25.45	\$69,038	\$33.19	\$92,051	\$44.26
Taylor	\$46,133	\$22.18	\$53,053	\$25.51	\$69,200	\$33.27	\$92,266	\$44.36
Union	\$49,534	\$23.81	\$56,964	\$27.39	\$74,301	\$35.72	\$99,068	\$47.63
Volusia	\$53,373	\$25.66	\$61,379	\$29.51	\$80,059	\$38.49	\$106,745	\$51.32
Wakulla	\$46,970	\$22.58	\$54,016	\$25.97	\$70,456	\$33.87	\$93,941	\$45.16
Walton	\$55,054	\$26.47	\$63,312	\$30.44	\$82,581	\$39.70	\$110,109	\$52.94
Washington	\$42,239	\$20.31	\$48,575	\$23.35	\$63,359	\$30.46	\$84,478	\$40.61

¹ Florida Department of Commerce, Labor Market Statistics Center, Quarterly Census of Employment and Wages Program, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

* All incentives applications received on or after January 1, 2026 will be subject to the new 2024 wages.



TARGET INDUSTRY REPORT

2025

EXECUTIVE SUMMARY

Executive Summary

The 2025 Florida Target Industry Report presents a comprehensive review of the state’s economic performance in target industries that drive growth, innovation and resilience across its economy. As required by Section 288.005, Florida Statutes, at least every three years the Florida Department of Commerce (FloridaCommerce) shall review and, as appropriate, revise the list of Florida’s target industries (the “Target Industry list”). The last review was completed in 2022 for use from 2023 through 2025, while the following will be in effect for 2026 through 2028.

The 2025 update analyzes the latest data on establishments, employment, wages and output for each Target Industry. The findings affirm Florida’s continued rise as a national leader in areas such as advanced manufacturing, technology, life sciences, energy security and global trade and underscore the effectiveness of the state’s strategic approach of investing in workforce education and infrastructure to create economic diversification and high-value jobs.

In addition to identifying sectors eligible for state economic development programs, the Target Industry List guides statewide, regional and local agencies, organizations and economic development partners as they implement their own programs and policies geared toward economic growth and resiliency. Target Industries have the potential to generate significant returns on investment for statewide, regional and local growth, recruitment and retention efforts.

Sector strategies are regional, industry-focused approaches to building a skilled workforce and are an effective way to align public and private resources to address the talent needs of employers. Effective sector strategies rely on strong sector partnerships which are critical to their successful implementation. The process highlights the importance of collaboration among state agencies, regional economic development organizations, educational institutions and industry partners.

Economic Performance

Across every key metric – establishments, employment, wages and output – Florida’s Target Industries are expanding faster than the overall economy. From 2022 to 2024, these sectors added more establishments, created jobs at a higher rate and delivered stronger wage and Gross Domestic Product (GDP) growth than the state average. This pattern signals a strategic transformation in Florida’s economic base: growth is increasingly concentrated in high-skill, high-wage industries that drive innovation, resilience and long-term prosperity. The continued expansion of Target Industries positions Florida as a national leader in next-generation economic development, advancing quality job creation and sustainable competitiveness.

Altogether, the Target Industries generated \$777.8 billion in GDP, up 16.1 percent over two years, while total statewide GDP increased 15.7 percent. Employment in Target Industries rose 7.4 percent, compared with 5.1 percent for all industries, adding more than 330,000 new jobs in high-wage, high-skilled sectors. Average annual wages within Target Industries climbed to \$107,261 versus the statewide average for all industries of \$69,298. This momentum is expected to continue as Florida now boasts the world’s 15th largest economy, if Florida were a country, as of November 2025.

Refining Strategic Industry Clusters

The 2025 updated list below retains the core Target Industries that define Florida’s competitive advantages, with the additions of AgTech, Energy Security, and Maritime as new Target Industries. In all three instances, there are degrees of overlap with existing Target Industry clusters, although these categorizations will better call-out emerging high demand sectors and related professions, many of which were previously unclear about the inclusion in the Target Industries.

Information Technology’s focus has been broadened to encompass the emerging data innovations in Quantum Technologies (e.g., computing, photonics, optics, sensing, cryptography, communications, etc.) and Cybersecurity, while Military and Defense now also embraces the key subsector of Law Enforcement, recognizing the many dual-use components in this industry.

However, the application of Quantum Technologies is also much broader than Information Technology and therefore are regarded as applicable to numerous Target Industries in the list below, including: Logistics, Manufacturing, Research and Development, Aerospace and Aviation, Energy Security, Financial Services, Information Technology, Life Sciences,

and Military and Defense, with the potential for increased growth.

Similarly, Resilience Industries are emerging as innovations that create high demand, high wage jobs, investment, and economic growth in Target Industries, particularly for the resulting commercial products in home, commercial and industrial construction, infrastructure development, mitigation development, and innovative insurance technologies. Therefore, Resilience Industries are applicable to numerous Target Industries in the list below, including: Manufacturing, Research and Development, AgTech, Energy Security, and Financial Services (Insurance).

The updated list below and several of the narratives throughout this report also broadly mention emerging technologies (such as the previously discussed Quantum Technologies and Resilience Industries). For FloridaCommerce and partner agencies, it is important that the Target Industries list is open to review, between every three years' review, to include emerging technologies that may demonstrate the necessary statutory demand signals.

Updated Summary Target Industries List

Where Target Industries include examples with the lead in “incl...” below, the intent is that these examples are “including but not limited to” those that are provided.

4 Cross-Cutting Target Industries:

- **Corporate Headquarters**
- **Logistics** – incl. Shipping, Distribution, Packaging, Processing
- **Manufacturing**
- **Research and Development**

8 Sector-Specific Target Industries:

- **Aerospace and Aviation** – incl. MRO, Pilot Training, Air Traffic Control, AAM, UAS/UAV
- **AgTech** – incl. Emerging Technologies, Timber, Aquaculture, etc.
- **Energy Security** – incl. Semiconductors, Superconducting, Nuclear, Hydrogen, Energy Storage, etc.
- **Financial Services** – incl. Insurance, FinTech
- **Information Technology** – incl. Emerging Technologies, Cybersecurity
- **Life Sciences** – incl. Pharmaceuticals, Medical Device Technology, Digital Health
- **Maritime** – incl. Commercial and Industrial Base Shipbuilding, MRO
- **Military and Defense** – incl. Dual Use Tech, Law Enforcement Tech, Modeling, Simulation and Training

Each of these sectors meets the six statutory criteria required to be designated as a Target Industry in Florida, including: future growth, stability, high wages, market independence, diversification and positive economic impact.

Methodology and Collaboration

This update was developed through both quantitative and qualitative analysis, incorporating data from the U.S. Bureau of Labor Statistics, FloridaCommerce’s Bureau of Workforce Statistics and Economic Research and research and input from stakeholders statewide. The study uses the North American Industry Classification System (NAICS) to define the industries and sectors under consideration.

Employment, establishment and wage data utilized for this analysis is largely derived from government agencies, particularly the U.S. Bureau of Labor Statistics, while other sources are included to provide discussion on specific industry clusters throughout the state. FloridaCommerce’s Bureau of Workforce Statistics and Economic Research was consulted and provided the raw data for calendar years 2022 to 2024 to the Bureau of Business Development who prepared the analysis. FloridaCommerce completed an extensive review of NAICS codes for every industry and adjusted them in a very few cases.

Each Target Industry was evaluated based on establishments and employment trends, output (GDP), average wage and projected job growth through 2028. Each Industry was then considered for its alignment with well recognized private sector state plans, such as the Florida Chamber of Commerce’s “The Florida 2030 Blueprint,” and the Florida Council of 100’s “Beyond Sunshine” regional cluster analysis (2024). Furthermore, the Target Industries List factors in public sector efforts that provide platforms for the acceleration of private sector innovation, such as the Florida Department of Transportation’s SunTrax and Advanced Air Mobility initiative, and Osceola County’s NeoCity semiconductor fabrication facility.

FloridaCommerce, with the assistance of SelectFlorida, took in-person stakeholder feedback through dozens of presentations to local, state, and regional economic development organizations, workforce education partners, industry-specific convenings, international trade meetings, two legislative committees in the Florida Senate and Florida House of Representatives, and more. In August 2025, an online survey of relevant institutions and organizations was conducted to gather additional input and guidance to the 2025 update.

This 2025 review adopts the following definitions for use in the Target Industry List:

- **Sector:** A high-level establishment grouping identified by two-digit NAICS coding; inclusive of Manufacturing, Corporate Headquarters, Research and Development and Logistics for the purpose of this review.
- **Sub-sector:** A mid-level establishment grouping identified by three-digit NAICS coding.
- **Industry:** A specific establishment grouping identified by four-to six-digit NAICS coding.
- **Target Industry:** A sector, sub-sector, or industry as defined above that is also considered by the state of Florida to be consistent with the criteria listed in “Target Industry Criteria and Definitions.”

Below is an example of the Ship and Boat Building Industry within the Manufacturing Sector, illustrating the NAICS hierarchy.

SHIP AND BOAT BUILDING NAICS 33661 HIERARCHY		
Level of Detail	Description	NAICS
Sector	Manufacturing	31-33
Sub-Sector	Transportation Equipment Manufacturing	336
Industry	Ship and Boat Building	3366
Industry	Ship and Boat Building	33661
Industry	Ship Building and Repairing	336611

Target Industry Criteria and Definitions

Section 288.005(7), Florida Statutes, sets forth the criteria for an industry or sector to be included in the Target Industry List.

The statutes defines “Target industry business” as a corporate headquarters business or any business that is engaged in one of the target industries identified pursuant to the following criteria developed by the Department of Commerce.

- 1. Future growth** - Industry forecasts should indicate strong expectation for future growth in both employment and output, according to the most recent available data. Special consideration should be given to businesses that export goods to, or provide services in, international markets and businesses that replace domestic and international imports of goods or services.
- 2. Stability** - The industry should not be subject to periodic layoffs, whether due to seasonality or sensitivity to volatile economic variables such as weather. The industry should also be relatively resistant to recession, so that the demand for products of this industry is not typically subject to decline during an economic downturn.
- 3. High wage** - The industry should pay relatively high wages compared to the statewide or local prevailing private sector wage.
- 4. Market and resource independent** - The location of industry businesses should not be dependent on Florida markets or resources as indicated by industry analysis, except for businesses in the renewable energy industry.
- 5. Industrial base diversification and strengthening** - The industry should contribute toward expanding or diversifying the state’s or area’s economic base, as indicated by analysis of employment and output shares compared to national and regional trends. Special consideration should be given to industries that strengthen regional economies by adding value to basic products or building regional industrial clusters as indicated by industry analysis. Special consideration should also be given to the development of strong industrial clusters that include defense and homeland security businesses.
- 6. Positive economic impact** - The industry is expected to have strong positive economic impacts on or benefits to the state or regional economies. Special consideration should be given to industries that facilitate the development of the state as a hub for domestic and global trade and logistics.

Pursuant to Florida Statutes, the term does not include any business engaged in retail industry activities; any electrical utility company as defined in Section 366.02(4), Florida Statutes; any phosphate or other solid minerals severance, mining, or processing operation; any oil or gas exploration or production operation; or any business subject to regulation by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation.

Any business within NAICS code 5611 or NAICS code 5614, office administrative services and business support services, respectively, may be considered a target industry business only after the local governing body and the Department of Commerce determine that the community in which the business may locate has conditions affecting the fiscal and economic viability of the local community or area, including, but not limited to, low per capita income, high unemployment, high underemployment, and a lack of year-round stable employment opportunities, and such conditions may be improved by the business locating in such community.

ORDINANCE NO. 2026-17

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS; MAKING FINDINGS; AMENDING CHAPTER 54 OF THE CITY CODE, ENTITLED "TAXATION"; AMENDING SECTION 54-146, DEFINITIONS; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, Chapter 54, Article VI of the City of Melbourne Code of Ordinances establishes an economic development ad valorem tax exemption incentive for new and expanding businesses in accordance with the requirements of Section 196.012, Florida Statutes; and

WHEREAS, Section 54-146, City Code defines the terms "Expansion of an existing business" and "New business" as those terms are defined in Sections 196.012(15) and 196.012(14), Florida Statutes, respectively; and

WHEREAS, recent amendments to the definition of these terms in Chapter 196, Florida Statutes has made it is necessary to amend the definitions of these terms as set forth in Section 54-146, City Code for consistency; and

WHEREAS, City Council finds it necessary and in the best interest of the health, safety and welfare of its citizens to enact this ordinance.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Sec. 54-146 of the City Code of the City of Melbourne, Florida, is hereby amended to read as follows:

Sec. 54-146. Definitions.

* * * *

Expansion of an existing business, as defined in F.S. § 196.012(15), means:

- (1) A business or organization establishing ten or more new jobs to employ ten or more full-time employees in this state, paying an average wage for such new jobs that is

above the average wage in the area, which principally engages in any one or more of the following operations:

* * * *

b. Is a target industry business as defined in F.S. § 288.106(2)(q)005.

* * * *

New business, as defined in F.S. § 196.012(14), means:

(1) A business or organization establishing ten or more new jobs to employ ten or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any one or more of the following operations:

* * * *

b. Is a target industry business as defined in F.S. § 288.106(2)(q)005.

* * * *

SECTION 2. Severability/Interpretation Clause.

(a) That in the event that any term, provision, clause, sentence or section of this ordinance shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this ordinance, and this ordinance shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did not exist.

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

SECTION 3. That this ordinance shall become effective immediately upon its adoption in

SECTION 4. 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.

Ordinance No. 2026-17

RESOLUTION NO. 4413

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE REPEAL OF RESOLUTION NO. 4162; AMENDING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION PROGRAM GUIDELINES AS PROVIDED FOR IN SECTION 54-148 OF THE CITY CODE; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, Section 54-148 of the City Code provides an application process for an ad valorem property tax exemption; and

WHEREAS, Section 54-148(i) provides that all degrees and length of exemption recommendations should be based on guidelines adopted by the City Council; and

WHEREAS, the current guidelines were adopted by Resolution No. 4162 on April 25, 2023; and

WHEREAS, the City Council has determined that a revision is needed to these guidelines to reflect updated county wage data provided by Enterprise Florida and the Florida Department of Economic Opportunity.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Resolution No. 4162 is hereby repealed.

SECTION 2. That the “City of Melbourne Ad Valorem Tax Exemption Program Guidelines” attached as Exhibit “A” are hereby adopted.

SECTION 3. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 4. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit "A" – City of Melbourne Ad Valorem Tax Exemption Program Guidelines
Resolution No. 4413

RESOLUTION NO. 4413 - EXHIBIT A

**CITY OF MELBOURNE AD VALOREM TAX EXEMPTION
PROGRAM GUIDELINES**

CRITERIA:

<u>1. Number of Employees</u>	<u>Points</u>	<u>Existing Business Expansion Option</u>
10 – 20	3	25% increase in employees
21 – 60	6	50% increase in employees
61 – 99	9	75% increase in employees
100 and up	10	100% increase in employees

<u>2. *Payroll</u>	<u>Points</u>
80% of Average <u>(\$54,441)</u>	2
Average <u>(\$68,052)</u>	4
25% Above Average <u>(\$85,065)</u>	6
50% Above Average <u>(\$102,077)</u>	10
100% Above Average <u>(\$136,103)</u>	12

<u>3. Capital Investment</u>	<u>Points</u>
\$ 300,000 – \$ 1,000,000	3
\$ 1,000,001 – \$ 2,500,000	6
\$ 2,500,001 – \$5,000,000	9
\$ 5,000,001 and up	12

	<u>Points</u>
<u>4. High Economic Impact Projects</u>	15

Additional Criteria:

- Number of employees- no less than 150 new employees to Brevard County.
- Payroll – Must pay relatively high wages compared to statewide or area averages.
- Capital Investment – At least \$15 million of new capital investment based upon the Property Appraiser's evaluation and adjustment.
- Business must be deemed as a target industry of the State under FS 288.005(7) or an industry contributing to an existing industry cluster within the City of Melbourne or surrounding area.
- Business must create a significant number of indirect jobs.

***The average annual wage figure is updated based upon the figure provided by Florida Commerce**

SCORING:

<u>Total Points</u>	<u>Percentage of Exemption</u>	<u>Length of Exemption</u>
10 – 12 Points	100% exemption	1 year
13 – 15 Points	100% exemption	2 years
16 – 19 Points	100% exemption	3 years
20 – 22 Points	100% exemption	4 years
23 – 34 Points	100% exemption	5 years
41– 49 Points	100% exemption	10 Years

Attraction of Critical Industries: If a business is deemed to be critical to attracting other key businesses of that industry cluster; in those incidences, program guidelines may be adjusted by assigning five additional points under the program criteria evaluation, resulting in a higher total score.

Subjective Consideration #1: The City Council of the City of Melbourne may consider, on a case-by-case basis, qualifying a business for the program at a minimum criteria level, when a company does not meet one of the three qualifying criteria thresholds, provided that the business exceeds the maximum criteria level in at least one other qualifying criteria category, and the business is locating or expanding within the Melbourne Economic Enhancement District (MEED) or an enterprise zone.

Subjective Consideration #2: The City Council of the City of Melbourne may consider individual or company documentation indicating relocation options outside of the City that would result in job losses to the City, and in those incidences, City Council may consider adjustments to the program guidelines on a case-by-case basis.



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

Department:	Community Development
Presenter:	Cynthia Dittmer
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.17.

Subject:

Discussion of the Downtown Melbourne Small Business Workshop

Background/Consideration:

On October 28, 2025, Council provided staff direction to explore a potential business incentive program of the Community Redevelopment Agency (CRA). This direction came following a discussion item by Council Member Smith regarding a proposed Melbourne Small & Developing Business Program and the direction from Council that CRA should hear and vet such a program.

This item is for Council discussion regarding the recent Downtown Melbourne Small Business Workshop that was hosted by the City and held on February 10, 2026. Attached is a memo summarizing staff actions and the workshop, along with a potential alternative incentive program that would be eligible under Chapter 163, Part III, Florida Statutes relating to Community Redevelopment Agencies, for which the primary purpose is to prevent and eliminate slum and blighted conditions within the CRA.

Fiscal/Budget Impact:

N/A

Requested Action:

Council discussion.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Robert McKinzie, Economic Development Manager
Re: **Small Business Program Workshop**
Date: March 12, 2026

This item is presented for City Council discussion regarding the potential development of a small business incentive program designed to support and attract businesses within the Melbourne Downtown Community Redevelopment Area (CRA) district.

Background

At the October 28, 2025 Regular City Council Meeting, City Council discussed the creation of a small business development program comparable to the UpStart Cocoa program implemented by the City of Cocoa. Council provided consensus for staff to begin exploring the development of a pilot program within the Melbourne Downtown CRA district.

Following this direction, staff began researching the UpStart Cocoa program by meeting with the City of Cocoa's Economic Development and Redevelopment team to gain a better understanding of how the program operates. The UpStart Cocoa program is available citywide and is designed to attract new businesses while also supporting existing businesses that wish to expand by occupying additional commercial space.

Staff also met with WeVenture, a partner organization in the UpStart Cocoa program. Through its Ignite 360 program, WeVenture provides business coaching and mentorship to participating businesses. The tuition for this program is funded by the City of Cocoa, and WeVenture also assists in vetting applications submitted to the program.

To gather feedback from downtown stakeholders, a public workshop was held at City Hall on February 10, 2026 with approximately 40 participants. The workshop was designed to be both informational and interactive. It included an overview of the work of the City, the CRA, and Melbourne Main Street, an introduction to the concept of a new economic incentive program, and an opportunity for business owners to provide direct input through an interactive survey and open dialogue regarding the needs of their businesses.

Feedback from the workshop identified several key themes. Participants noted a general lack of awareness regarding the resources available to small businesses, a

need for increased foot traffic in the downtown area, interest in additional events to attract visitors, and a need for greater access to capital. Some attendees also expressed confusion regarding the respective roles of the City, the CRA, and Melbourne Main Street.

Staff is actively working to address the concerns and feedback identified during the workshop. One of the bi-annual Stakeholder meetings, hosted by Melbourne Mainstreet, will be held in the next month or two, and City staff will continue discussions about the areas not specifically related to the business program.

After listening to the input on the small business program component, both during the workshop and through other communications, it appears that there is more concern regarding barriers to make Downtown space useable for new or expanding businesses than there is for business coaching and mentorship. Therefore, staff is proposing an expansion of the existing façade grant program to include assistance for interior building improvements. The proposed program would help new or expanding businesses, offset the cost of interior improvements required to occupy vacant or underutilized commercial spaces.

The proposed program would aim to achieve the following goals for the CRA, all helping to eliminate slum and blight in accordance with Florida Statutes:

- Activate vacant storefronts and office spaces.
- Encourage new businesses and job creation.
- Support local entrepreneurship.
- Improve the quality and functionality of commercial structures.
- Increase the local tax base and economic activity and foot traffic.

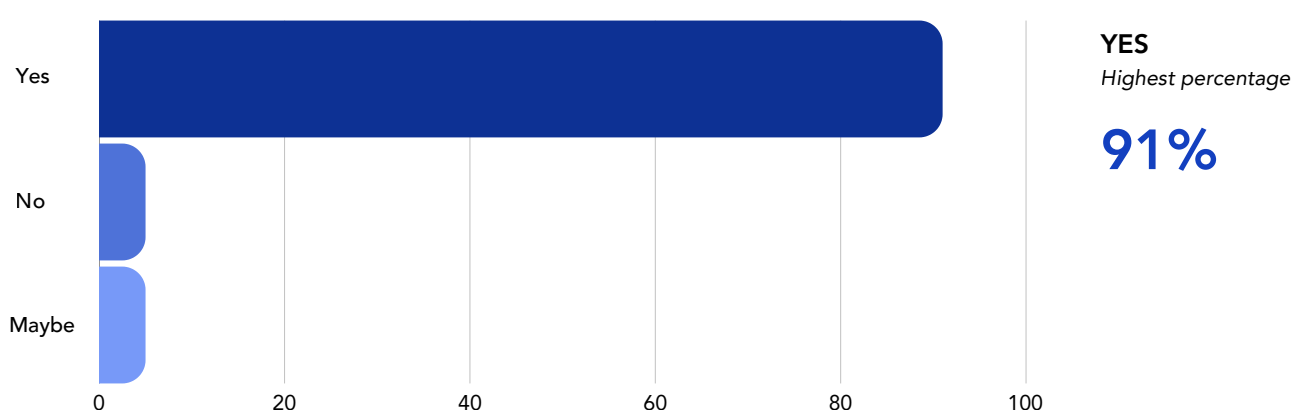
Eligible improvements would be for permanent interior improvements to ensure that the investment remains with the property. Examples of eligible improvements may include improvements such as: ADA compliance upgrades; building code deficiencies; plumbing and electrical work; HVAC upgrades; and restroom construction or upgrades.

A proposed interior building improvement program could be added into the existing façade improvement program. Based upon City Council direction, staff can return to City Council at a later date with proposed program guidelines for consideration.

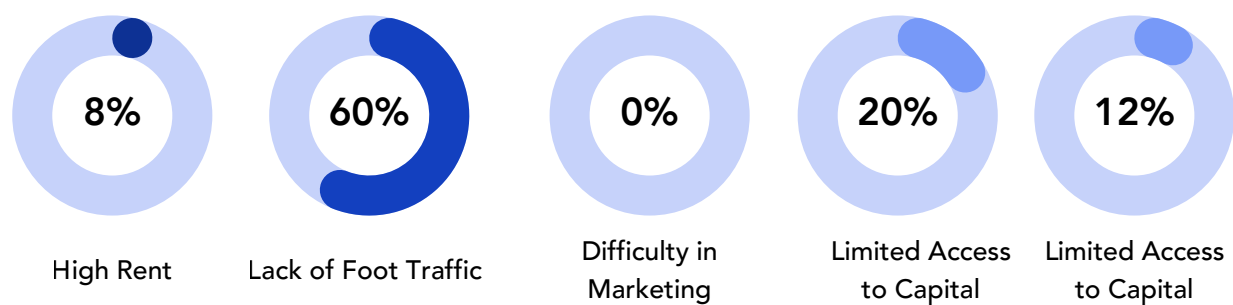
Small Business Workshop Feedback

Insights from Downtown Melbourne Merchants & Business Owners

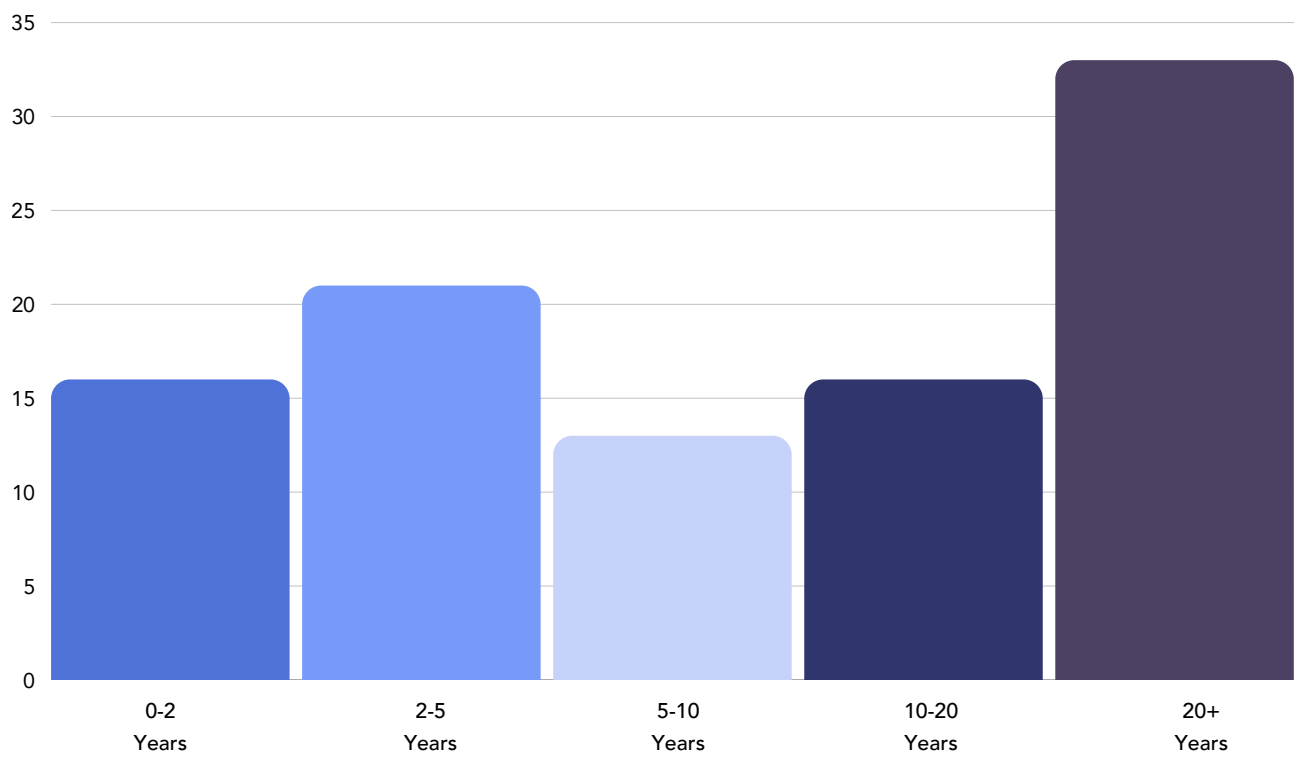
Willingness to participate in an incentive program



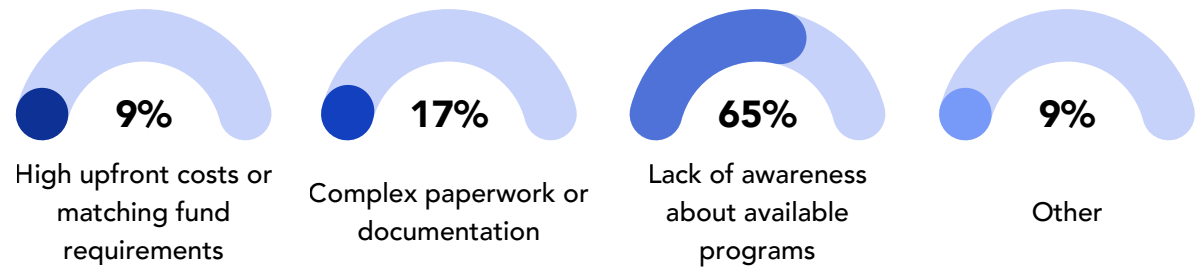
Biggest Challenges facing Downtown



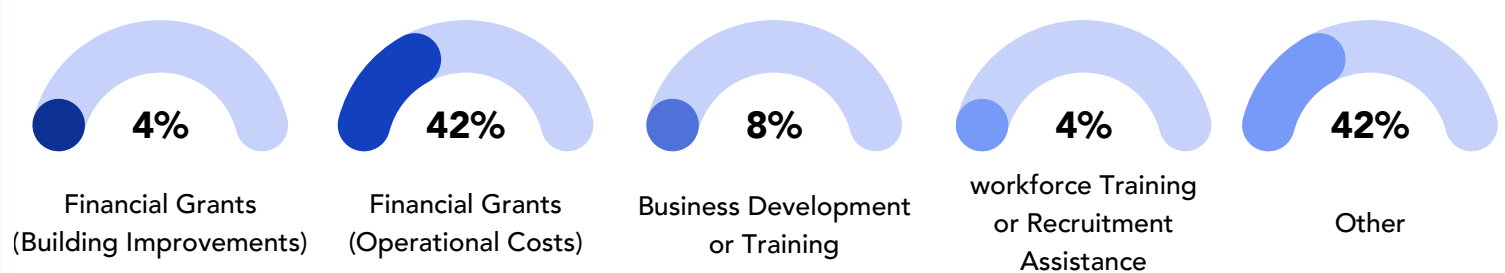
How long have you been in business?



What are the biggest challenges your business faces when trying to access support programs like grants or incentives?



What type of support would be most beneficial to your business?



Other suggestions/ comments

Push more for small businesses to get local city contracts and financial services

Help with regular events that we can all promote together and can market it all together with our own offers to make it a real deal for the people attending, & creates a business network to do it.

Free parking signage for the city of Melbourne parking garage.

Create an app that creates direction for small businesses : graffiti, street repair, out lights, unsafe conditions, open platform for business owners to communication, grant and event planing, etc...

Hosting business support expo bringing together resources that support local businesses.

Look into an App as was suggested today. We all communicate electronically. This makes so much more sense than hard copy mailers.

Actually come downtown and spend some time there so you have more of an understanding of our comments. The streets are virtually empty a big part of the day. Homeless people are bothering customers

Offer pedicabs from parking to shops Public restrooms ADA compliant buildings for more access

Best thing you can do is create an atmosphere committee. Safety, parking, cleanliness, civil engineering (flow) like sidewalks. If you make a great space businesses will thrive.

Create a sense of community especially among the Downtown business owners...that needs to be fixed first. Build from there.

Improve the reputation of the area.

Road closures. During events don't put signs up that says local business only. Customers don't stay. Re write the code so you cant shut the streets down several weekends in a row. It really hurts us

More community events

Downtown's appearance is hurting. Customer's mention it all the time. We could use street cleaning, sidewalks cleaned, garbage cans painted.. Bring back benches. Public restrooms in the shopping area.

More information on start up for minority business. University area has always been a high majority as minority and seeing a lack of support from the city. Support is required over needed!

City Council should actually walk the streets regularly. It's a cute downtown that looks like it's dying because of all the vacancy. Take ownership and get involved. It has so much potential.

Have everyone in one room so that there is accountability between MMS and City.

Councilman Smith seems like he cares and I would like to see him get involved. Store owners want to be heard. Then we want to see changes. Many of us felt mislead as to what the meeting was for.

Recognize and promote businesses on your social media. Bring back Friday night or Saturday fest monthly. Networking monthly meetings with for business owners. Let them take turns hosting meetings

More advertisement! Also require owners to make building improvements. Fresh coat of paint. No more covering windows with brown paper or tarps. Change the code requirements. Then enforce it!

Clean up sidewalks Safety patrol streets 24/7 ANY Events Better communication with Main Street Actionable plans (not lip service) More connections with other businesses Reduce permit costs for events

Will you PLEASE synchronize the lights on 192. It's a nightmare driving from 95 to downtown Melbourne. All the crosswalks and the bike lane is overkill. I don't even know who has the right away .

Appoint a capable Main Street Board and Director. Tie Main Street funding to business satisfaction and results, and rein in City event costs through tighter oversight

I will end with a compliment. I do see improvements with Less homeless. Great you added cameras. Officer Ryan is always easy to deal with. Having a security guard is positive. So thank you!



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

Department:	Engineering
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.18.

Subject:

Discussion of Traffic Calming Methods and Policy.

Background/Consideration:

During the last year, traffic calming requests and speed complaints, primarily Holland Street and recently Arnold Drive, have been brought to Council's attention multiple times by residents during the Public Comments portion of City Council Meetings. At the February 10, 2026 Council Meeting, City Council requested that a discussion item be prepared to review the traffic calming policy and practice for the City of Melbourne. The attached memorandum outlines the City's traffic calming policy for the implementation of traffic calming measures, such as speed humps, speed cushions, or speed tables. Also attached are the policy description and traffic calming request form that can be found on the City's website.

The Engineering Department coordinates with the Police Department when a traffic calming request is received. The Police Department may deploy the speed trailer or have patrol presence in the area if the initial review does not indicate that a full study is needed.

Much like traffic signal requests, traffic calming requests must be evaluated to determine whether physical traffic calming measures are warranted. Furthermore, physical traffic calming measures must be designed by a professional engineer that certifies the roadway features are in substantial compliance with state and federal minimum design standards. Additionally, when considering the installation of traffic calming, devices must be analyzed to determine how those improvements will impact the roadway system in order to prevent unintended consequences or impacts to the roadway system.

Finally, traffic calming studies and analyses require considerable staff time and resources to perform. If City Council desires to expand, or accelerate, the number of streets that are analyzed for installation of traffic calming measures, staff can utilize consultant services and an estimate of cost can be provided. However, this will have budgetary impacts that will require consideration and budget allocation.

Fiscal/Budget Impact:

There is no fiscal impact with this item at this time.

Requested Action:



Council discussion.

Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Tami Gillen, Assistant City Engineer
Date: March 12, 2026
Re: Resident Requested Traffic Calming & Traffic Study Review

As a result of City Council's expressed interest in potential implementation of traffic calming measures at various undisclosed locations, this memorandum is being provided to City Council to provide a basis for discussion. This memorandum outlines the City's existing policy for the implementation of traffic calming measures, such as 'speed humps' or 'speed tables' along with the statutory requirement and engineering guidelines which are required to be met for installation of roadway features. The City's existing Traffic Calming Policy establishes a consistent framework for standardizing the evaluation and implementation of traffic calming devices.

In coordination with the City's Police Department, Engineering staff will coordinate with the Police Department for deployment of the speed radar trailer or to have patrol presence in the area if the initial review does not indicate that a full study is needed.

Residents have recently attended several meetings raising concerns regarding perceived neighborhood speeding and requests for installation of traffic calming measures, specifically along Holland Street and Arnold Drive. Staff performed a traffic speed and volume study of Holland Street in September 2024 and found that traffic calming measures were not warranted either for measured speeds or traffic volumes. The traffic study and analysis for Arnold Drive is currently underway with data collection being recently completed. The preliminary data review for Arnold Drive does not indicate that traffic calming measures are warranted for speed issues.

Background for Roadway Assessment and Design

Roadway design for municipalities in the State of Florida is governed by Florida Statute 316.006 (2)(a) states:

Chartered municipalities shall have original jurisdiction over all streets and highways located within their boundaries, except state roads, and may place and maintain such traffic control devices which conform to the manual and specifications of the Department of Transportation upon all streets and highways under their original jurisdiction as they shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic.

The following are the primary minimum design standards that must be followed when designing roadways, signage, striping and other supporting features.

- “*The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*” (a.k.a. the “**Florida Greenbook**”) provides criteria for public streets, roads, highways, bridges, sidewalks, curb ramps, crosswalks, bicycle facilities, underpasses, and overpasses used by the public for vehicular and pedestrian travel. Authority for the Florida Greenbook is established by Chapters 20.23(3)(a), 334.044(10)(a), and 336.045, Florida Statutes, and Rule 14-15.002, Florida Administrative Code (F.A.C.). This manual establishes the minimum design standards for all projects not on the state and national highway systems.
- Federal Highway Administration's (FHWA) “*Manual on Uniform Traffic Control Devices*” (**MUTCD**) establishes the required common standards for all roadway signage, striping and signals throughout the United States. Section 316.0745, Florida Statutes prescribes that the State Department of Transportation adopt a uniform system of traffic control devices. Rule 14-15.010, F.A.C. adopts the MUTCD as that uniform system of traffic control devices. Compliance with MUTCD standards is critical safety component of roadway infrastructure as it establishes national standards for traffic signs, signals, and pavement markings on all public roads, ensuring consistency that enhances safety, reduces crashes, and minimizes driver confusion. It serves as the legal requirement for nationwide uniformity which is often tied to federal funding eligibility.

Furthermore, speed studies and the establishment of speed zones are governed by two primary engineering manuals published by the Florida Department of Transportation:

- “*Manual on Speed Zoning for Highways, Roads, and Streets in Florida*”, provides definitive regulatory information for setting speed limits, including municipal and county roadways. It includes the following three key provisions:
 - o Defines the 85th percentile speed (the speed at which 85% of drivers travel at or below) as the standard for setting limits.
 - o Provides specific regulations for specialized zones, such as School Traffic Control Regulations and work.
- “*Manual on Uniform Traffic Studies*” (**MUTS**). The MUTS Manual provides for the additional minimum engineering guidelines for conducting the data collection and engineering investigations for traffic studies.

The engineering reference manuals listed above identify the criteria necessary to meet the minimum design standards and ensure compliance with state law. Additionally, the performance of any traffic study requires that a professional engineer sign and seal the traffic study along with any other recommendations, and/or roadway design, which then become part of the public roadway network.

What is Traffic Calming?

“Traffic calming” is the process of modifying roadway conditions to influence vehicular traffic in a manner to reduce traffic speeds so that they are consistent with the design intent and

classification of the roadway. The intent of improvements associated with traffic calming is to reduce the impact of vehicular traffic, promote safe shared-use conditions for motorists, bicyclists, pedestrians, and residents of neighborhood streets, encourage citizen involvement in the traffic calming process, reduce vehicular speeds on residential streets, improve real and perceived safety for non-motorized users of the streets and discourage use of residential streets by non-residential cut through vehicular traffic.

It is important to note that older roadway designs often emphasized providing a large amount of space for vehicles to navigate the roadway and provided the straightest possible alignment for that roadway. That historical design approach can encourage drivers to exceed the intended design speeds for the roadway. Studies have shown that drivers will drive at the speeds that feel safe and comfortable, regardless of the posted speed limits signs.

As part of the traffic calming process individuals or groups are encouraged to present traffic safety concerns to City staff.

To accomplish the goal of moderating roadway speed, the City's Traffic Calming Policy utilizes two different options to reduce traffic speed and/or cut-through volumes in the interest of street safety, livability and other public purposes:

- Type 1 traffic calming measures involve minor modifications to the roadway and adjacent features within the right-of-way and can usually be rapidly deployed within the existing budget constraints. Typical Type 1 traffic calming options include: regulatory signage modification, striping, requests for police patrol presence, or deployment of the City's radar trailer
- Type 2 traffic calming measures involve substantial modifications to the roadway and adjacent features within the right-of-way and could require substantial planning, coordination and budgeting prior to implementation. Typical Type 2 traffic calming options for include: speed tables or speed cushions, crosswalk refuges, choker, chicane, raised crosswalks, center islands, traffic circle, textured pavement or a combination thereof.

The City's Traffic Calming Process

The City's Engineering Department has implemented a step-by-step process, within the Traffic Calming policy, which provides an objective, data-based methodology to identify issues and solutions and implement those changes. Residents can find information on the City's Traffic Calming Policy on the City's website. The City's Traffic Calming Policy is intended to provide a consistent program for identifying areas of need, identifying potential safety improvements and then implementing those safety improvements to roadways where eligibility criteria for improvement is satisfied. Additionally, this policy ensures that objective, observable criteria are used to determine when deployment of city resources and funds are warranted. A copy of the City's Traffic Calming Policy is attached.

When the City performs a speed study associated with the Traffic Calming Process it requires the use of approximately \$1,500 to \$2,000 worth of City Staff time and equipment. If these studies were to be performed by the City's consultants under the continuing services contracts, it would likely cost more than \$8,000 per study based on the current contract rates and likely additional charges for rental equipment.

Recent Traffic Calming Studies Performed

In the last two years, the City received ninety-six (96) traffic calming requests online. Most of the requests only require the first steps of the City's Traffic Calming Process (Primarily Steps 1, 2 and 3a). Typically, the data and analysis of the roadways identified by the traffic calming requests do not warrant the physical roadway modifications described in the latter steps of the City's process. Of the studies performed in the last two years, one (1) warranted speed control (Lansing St.) and one (1) became a capital improvement project for Bulldog Boulevard at Melbourne High School.

The table below includes a list of traffic calming studies conducted in the last several years and studies to be conducted in the future.

Engineering Traffic Studies				
Study Date	Location	Requested By	Alleged Issues	Results/Findings
9/19/24-9/26/24	1497 Holland Street	Peter Gudelunas	Cut-through Traffic and Speeding	Cut through traffic not warranted. 700 vpd. 85th percentile speed: 29 MPH, Posted Speed 25 MPH. Not warranted.
3/7/24-3/15/24	2009 Pennwood Drive	David Fitzgerald	Cut through Traffic and Speeding	Volume 280 vpd. 85th percentile speed: 30 MPH, Posted Speed 25 MPH. Not warranted.
4/5/23-4/13/23	2137 Lansing Street	Barry Johnson	Speeding	Volume 572 vpd. 85th percentile speed: 36 MPH, Posted Speed 25 MPH. Warranted for raised speed cushions. To be installed as part of resurfacing

11/1/22-11/8/22	2909 Parsons Avenue	Pam Herrell	Cut through Traffic and Speeding	Cut through traffic not warranted. 170 vpd. 85th percentile speed: 33 MPH, Posted Speed 25 MPH. Not warranted.
8/12/2022	Bulldog Boulevard	Principal Chad Kirk	Pedestrian Safety s @ XW	Improvements warranted and installed via CIP Project.
TBD	1604 Hedrick Drive	Marty Koehler	Cut through Traffic and Speeding	Study pending completion of Brevard County - Evans Rd. Culvert project.
3/6/26 – 3/12/26	1396 Arnold Drive	David Carroll	Speeding	Preliminary Data indicates 85 th percentile speed is 29 MPH and Speed humps are not likely warranted.
TBD	Country Road	Diane Maynard	Speeding	Counters to be deployed March 2025.
TBD	Pepper Ave	Diane Maynard	Speeding	Counters to be deployed upon completion of Country Rd.
TBD	1993 Thistle Drive	Karen Meleca	Speeding	TBD
TBD	2412 Dunbar Road	Christina Anderson	Cut through Traffic and Speeding	TBD
TBD	2510 Longwood Drive	Dawn Lara	Cut through Traffic and Speeding	TBD
TBD	1932 Cedarwood Lane	Jonathan Pugh	Cut through Traffic and Speeding	TBD
TBD	1637 Highland Avenue	Sonya Miller	Speeding	TBD

Traffic Calming

The Institute of Transportation Engineers has defined traffic calming as follows: "Traffic calming involves changes in street alignment, installation of barriers, and other physical measures to reduce traffic speeds and/or cut-through volumes, in the interest of street safety, livability, and other public purposes."

Goals

- To improve the environment and livability of neighborhood streets by "calming" or regulating the impact of vehicular traffic.
- To promote safe and pleasant conditions for motorists, bicyclists, pedestrians, and residents of neighborhood streets.
- To encourage citizen involvement in the traffic calming process by incorporating the preferences and requirements of the people using the area along the street or at the intersection.
- To reduce vehicular speeds on residential streets.
- To improve real and perceived safety for non-motorized users of the streets.
- To discourage use of residential streets by non-residential cut through vehicular traffic.

Objectives

To accomplish these goals, Melbourne has developed a step-by-step process to follow that provides both objectivity and fairness to identify issues and solutions and implement those changes. Individuals or groups are encouraged to present traffic safety concerns to city staff. Once problems are identified, relatively simple measures, or, Type 1 Options are considered and implemented to mitigate traffic concerns. If Type 1 Options do not correct the targeted issues, then more drastic and extensive improvements, Type 2 Options, are considered. Type 2 Options are physical measures to control traffic speed and volumes by installing physical obstacles that either slow or divert traffic.

The residential traffic calming program provides residents an opportunity to present a concern for traffic safety with respect to observed volume and speeds on neighborhood streets, and a formal method to study and evaluate, design, and install measures to mitigate these concerns.

This program incorporates the three "E's" of traffic control: Education, Enforcement, and Engineering. Residents can actively participate in the process. Increased education and enforcement through spot speed enforcement and increased law enforcement visibility effectively cause self-enforcement of speed regulations. Where increased education and law enforcement have not made measurable improvement in speed reductions, then engineering measures through physical means may be the last resort to effectively reduce neighborhood speeds.

Procedure for initiating a neighborhood traffic study:

Step 1

The City of Melbourne can initiate a neighborhood or collector road traffic study if deemed in the best interest of public safety by the City Engineer. In addition, a homeowner's association (HOA) or neighborhood representative may also submit a traffic calming request using the [Request for Residential Traffic Calming form](#). Status of the application may be obtained by contacting the City of Melbourne Engineering Department at (321) 608-7300.

- **Request for Residential Traffic Calming Form**

Step 2

Traffic calming projects provide for and encourage citizen involvement. The engineering department maintains a dialogue with neighborhood residents and works with them to develop an acceptable traffic-calming plan. A project can be undertaken if it has the support of residents (minimum of 65%) or is deemed in the best interest of public safety by the City Engineer.

Step 3

City staff or their consultant collects and analyzes data about the traffic issues that have been identified and presents the findings to the neighborhood representative by email.

- **Step 3a:** An initial review is performed to validate or discredit the concerns identified. The cursory review of the location includes thorough review of existing data and field conditions indicated from existing records. This review is intended ensure that basic eligibility is satisfied and confirm that the concerns are in fact traffic related. Often times, a street may not be eligible for traffic calming measures due to the length of roadway, or if the roadway has a lot of curves, or if the roadway classification prohibits the installation of speed humps/tables, such as on arterials (i.e. speed humps/tables are primarily installed on "local" roadways and some "collectors", but not on "arterial" roadways). Staff informs the requesting party the results of the initial traffic calming study review. If a street warrants further review, then Step 3b is initiated. If Step 3b actions are not necessary, then no further action will be taken.
- **Step 3b:** City staff or a consultant will perform an expanded data collection of speed and volume characteristics, analyze the data and present the findings for project development. This step will typically involve field data collection including installation of data collection hardware in the roadway and require approximately 15-20 hours of staff time to collect and analyze data. The following describes the engineering analysis:

- Data Collection: City's engineering department project manager (PM) will coordinate with staff to program and deploy the traffic counters for installation in the field. The counters are typically set up for a period of one week, to include weekday and weekend traffic. There are limitations as to when these studies are performed to ensure accurate data representation occurs. Factors affecting traffic conditions throughout the year include the school year, snowbird season, and holidays. Staff typically perform these studies during the fall and spring seasons as these are representative of the normal worst case traffic scenarios and ensure that staff costs are kept within budgetary constraints. Furthermore, data collection may be postponed due to other influences such as construction projects.
- Analysis of Speeds: Two (2) of the common descriptive statistical measures utilized in determining the prevailing speed are:
 - The 85th percentile speed and the 10-mph pace. The 85th percentile speed is the speed at or below which 85 percent of the free-flowing vehicles are traveling.
 - The 10-mph pace which is the 10-mph range containing the highest number of vehicles from the study data.

It should be noted that the FDOT *"Speed Zoning Manual for Roads and Streets in Florida"* states that a speed limit should not differ from the 85th percentile speed or upper limit of the 10-mph pace by more than 3 mph and it shall not be less than 8 mph.

- Crash Data: In addition to analysis the speed data, the project manager will run a crash data report using the statewide database to determine the number and characteristics of accidents on the roadway section being studied.
- Other Factors: In some cases, field review is necessary to verify that there are no line-of-sight concerns or other associated roadway hazards present in the roadway that may affect the safety of the roadway or intersection. Measurements of the roadway widths and geometry is also noted. Roadway classification is also determined.
- Analysis of Cut-through Volumes: For traffic calming requests related to cut-through volumes, staff develops a preliminary analysis of the streets entering and entering a neighborhood and studies the connectivity of the subject roadway. Staff then generates the anticipated traffic volumes based off the Institute of Traffic Engineering – Trip Generation Manual land use classifications. The anticipated number of trips on the subject roadway is then dividing the

expected trips by the number of ingress and egress points. This provides an approximation for the volume on the main access points to the subdivision. This volume is then compared to the measured field data and compared to the expected roadway trip volumes. This provides a general benchmark for determining if cut-through traffic is a concern and whether the street should be recommended for further study.

The combination of the 85th percentile speed, crash data and the roadway characteristics are used to determine if a street is eligible for traffic calming based on speed. Once the report is completed for speeds or volumes or both, it is provided to City Engineer for review. The City Engineer will review the report and provide comments accordingly.

If the street segment does not meet the need for traffic calming measures, the street segment will not be considered for traffic calming reassessment for three years unless there is a substantial change in the neighborhood's residential density or additional roadway connections are created.

Step 4

If criteria for traffic calming measures are met, Type 1 option alternatives will be examined.

Type 1 Options:

- Traffic Control Signage, Regulation Signage
- Striping edgelines, stop bars
- Request increased police presence
- Radar trailer program

A follow-up study will be conducted within 45 days after Type 1 options are installed/performed. If Type 1 options are ineffective at controlling the undesired traffic conditions, then Type 2 options will be examined. Street segments that do not meet the qualification are not further considered for traffic calming unless there is a substantial change in the neighborhoods residential density, or additional roadway connections are built.

Step 5

To be eligible for physical traffic calming measures (Type 2), a street must meet the following qualifications:

- It must be classified as a Local residential street abutting land use is at least 85% residential. Some Collector streets will be considered for traffic calming on a case-by-case basis and if they meet the following minimum criteria:
 - Two (2) lane collectors with 35 mph posted speeds or less, with "high" measured or anticipated pedestrian volume.
 - Traffic calming on collectors will be evaluated and implemented if supported by a signed and sealed engineering study.
- It cannot be a designated fire response route or transit route.
- It cannot be more than two travel lanes wide.
- The street surface must be to current City standards, and maintained by the City.
- Streets must meet at least 1, 2, 3, and 4 of the following (items 5 or 6 may be substituted for 3):
 1. 500 minimum vehicles per day 3000 maximum.
 2. 1000' minimum street length
 3. 85th percentile speed exceeding the posted speed limit
 4. A minimum of 65% of residents must give approval or as deemed in the best interest of public safety by the City Engineer.
 5. At least 3 accidents in 12 months where excessive speed was a factor
 6. A minimum of 25% cut through traffic

Step 6

Prior to installing any Type 2 option alternative, a public meeting must be held to report on the study results, identify the issues, and discuss possible solutions, including alternative designs.

The Type 2 options for consideration will be:

- Speed Tables or Speed Cushions
- Crosswalk Refuge
- Choker
- Chicane
- Raised Sidewalk
- Center Island Narrowing
- Traffic Circle
- Textured Pavement

Request for Residential Traffic Calming

Full Name

First Name

Last Name

Subdivision

200 characters

Address

Street Number and Name

City

State/Province/Region

Postal/ZIP Code

Phone

E-mail

Do you belong to a neighborhood association, or are you aware of one in your area?

- ☐ Yes
☐ No

If yes, which one?

200 characters

Are you interested in participating in a Traffic Calming committee in your neighborhood?

- ☐ Yes
☐ No

May we contact you about this information when we begin to put a committee together for your area?

- ☐ Yes
☐ No

Please check the following that applies to issues on your street:

- ☐ Speed of automobiles
☐ Volume of automobiles
☐ Number of accidents
☐ Cut through traffic
☐ High pedestrian volume necessitates traffic calming
☐ Lack of amenities (sidewalks, crosswalks, and bike lanes)

Please tell us about the specific problems on your street, or in your neighborhood:

500 Character limit

500 characters

[Review](#)

[Submit](#)



Melbourne City Council
March 24, 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.19.

Subject:

Exceptional Citizen Award (January through March 2026).

Background/Consideration:

The Melbourne City Council created the Exceptional Citizen Award Program to recognize Melbourne residents whose volunteerism, service and dedication have made a significant contribution to the City of Melbourne. Nominations for the award will be considered by the City Council on a quarterly basis and recipients will be invited to attend a City Council meeting to receive their award. Recipients will also be recognized on the City's website and social media pages. Nominees must be residents of or business owners in the city of Melbourne.

In the current quarter, one nomination has been submitted:

- Samuel Plummer (submitted by Lisa Good, Regulatory Compliance Coordinator)

Fiscal/Budget Impact:

N/A

Requested Action:

Select Samuel Plummer as this quarter's recipient of the Exceptional Citizen Award.

Exceptional Citizen Award Nomination Form

Submitted on	1 December 2025, 1:32PM
Receipt number	6
Related form version	5

Nominee

Name	Samuel Deane Plummer
Address	615 E. New Haven Ave. apt. 432 Melbourne, FL 32901
Phone	321-334-8479
E-mail	PlummerSamuel811@gmail.com

Individual Submitting Nomination

Name	Lisa Good
Address	900 E. Strawbridge Ave. Melbourne, FL 32901
Phone	32608-7321
E-mail	Lisabeth.Good@gmail.com

Nomination

This nomination for the Exceptional Citizen award is made based on the following about the nominee. (Please be specific by including the nominee's achievements, recognition or honors, community service, special qualities, etc.)

After seeing a news story about the City of Melbourne's Engineering Department needing volunteers to mark storm drains, Mr. Plummer took action. In just nine months, he has marked over 1,500 drains across Melbourne, which is more than any other individual has ever accomplished. At times, I had to ask him to "take a vacation" because I couldn't keep up with the supply of materials. Additionally, he "adopted" the pond at Babcock and Bryan Streets by collecting litter that accumulates in the area. His efforts are truly outstanding!

If you need more space, please use this tool to upload your narrative.

[S. Plummer.zip](#)