



City of Melbourne, Florida City Council Agenda

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

April 14, 2026, 6:30 PM

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

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

A. OPENING

1. **Invocation** - Council Member David Neuman
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
 - a. Recognition of the Congressional Medal of Honor Society's "Service Act Award" to Ms. Dorothy "Dot" Linson
 - b. Proclamation declaring April 12-18, 2026 as "National Public Safety Telecommunicators Week"
 - c. Proclamation declaring April 24, 2026 as "Arbor Day"
 - d. Exceptional Citizen Award Presentation to Samuel Plummer
5. **Approval of Minutes** - March 24, 2026 Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. **Ordinance No. 2026-14, Ordinance No. 2026-15 and Ordinance No. 2026-16, 1634 Pine Hill Drive:** (Second 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) (First Reading - 3/24/2026)

- a. **Ordinance No. 2026-14/ANNX2026-0002:** (Second 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:** (Second Reading/Public Hearing) An ordinance establishing a Low-Density Residential Future Land Use.
 - c. **Ordinance No. 2026-16/MAP2026-0006:** (Second Reading/Public Hearing) An ordinance establishing R-1A (Single-Family Low Density Residential District) zoning.
9. **Ordinance No. 2026-17, Economic Development Tax Exemption Program:** (Second Reading/Public Hearing) An ordinance amending Chapter 54 of the City Code to update the statutory definition references of "new business" and "expansion of a new business." (First Reading - 3/24/2026)

C. NEW BUSINESS

- 10. Work Order No. 12 to the Storm Drain Cleaning, Repairs and Maintenance contract for the annual spend amount for Cured-in-Place Pipe Lining, Shenandoah General Construction, LLC, Pompano Beach, FL - \$250,000.
- 11. Contract award for Street Sweeping Services, Sweep One, LLC, Sanford, FL - \$176,160.
- 12. Task Order No. ATK-I-2025-002 to the Continuing Contract for Professional Engineering Services for the Wickham Road & Mariah Drive Intersection Improvements Project, Atkins Realis USA, Inc., Melbourne, FL - \$138,157.
- 13. **Resolution No. 4414:** A resolution adopting the honorary street name of "Ms. Dot Linson Circle" for a public street named Colbert Circle.
- 14. **CONSENT AGENDA:**
 - a. Swimming Pool Use Agreements between the City of Melbourne and five (5) public high schools of the School Board of Brevard County for use of City pools by public school swim teams.
 - b. Third Extension to Interlocal Agreement between the City of Melbourne and the City of Palm Bay to provide pool usage for Red Cross Lifeguard Instructor Training at the Palm Bay Aquatic Center, 120 Malabar Road SE, Palm Bay, FL.

- c. Renewal of the Property & Casualty and Workers' Compensation Insurance Program — annual cost of \$4,805,217.86 for Fiscal Year 2026.
 - d. Memorandum of Understanding between the City of Melbourne and the School Board of Brevard County for School Resource Officers for the 2026-2027 school year (July 1, 2026 to June 30, 2027) with the initial placement of six (6) School Resource Officers, and the flexibility to add additional School Resource Officers if staffing allows, at a flat fee of \$77,000 per officer.
 - e. Renewal of VMware vSphere Foundation License and Maintenance for a three-year period for the Information Technology Department, SHI, Inc., Somerset, NJ - annual cost \$162,005.15; total cost of contract \$486,015.45.
 - f. Renewal of Omnissa Horizon Upgrade License and Maintenance for the Information Technology Department for a one-year period, SHI, Inc., Somerset, NJ - \$114,990.02.
 - g. Utilization of contract pricing for water main deflections for the Water Distribution Division, Concurrent Utility Services, LLC, Rockledge, FL - estimated annual spend \$600,000.
 - h. Purchase of Municipal Impact Fee Consultant Services, Raftelis Financial Consultants, Inc., Maitland, FL - amount not to exceed \$134,000.
 - i. **Resolution No. 4415:** A resolution authorizing the City Manager to submit a grant application to the U.S. Department of Justice, Office of Justice Programs, for 2025 Edward Byrne Memorial Justice Assistance Grant funding in the amount \$60,853 for the purchase of law enforcement equipment.
 - j. **Resolution No. 4416:** A resolution authorizing the City Manager to submit a grant application to the Florida Department of Environmental Protection Volkswagen Settlement Diesel Emission Mitigation Program – Class 8 Municipal Service Trucks and Port Drayage Trucks funding.
15. **ITEMS REMOVED FROM THE CONSENT AGENDA**
16. Consideration of Letters of Intent for purchase of City-owned property located at 695 E. University Boulevard.

17. **Ordinance No. 2026-18, Certificate of Occupancy Process:** (First Reading/Public Hearing) An ordinance amending City Code Appendix D, Chapter 13 (Buildings and Building Regulations), Article II, by creating a new Division 7 related to certificate of occupancy and certificate of engineering construction completeness process. (Applicant - City of Melbourne) (P&Z Board - 3/19/2026)
18. Discussion on the City's enhanced Code Enforcement process.
19. Appointment of three regular members to the Beautification and Energy Efficiency Board.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

E. ADJOURNMENT

Mayor Paul Alfrey and Council Members Mark LaRusso and David Neuman, as members of the Airport Authority Board, may discuss Airport Authority issues, which may subsequently be addressed by the Airport Authority.

Council Members Marcus Smith, Mark LaRusso, Mimi Hanley, Vice Mayor Julie Kennedy (alternate) and David Neuman (second alternate), as members of the Space Coast Transportation Planning Organization (SCTPO), may discuss SCTPO issues, which may subsequently be addressed by the SCTPO.

Pursuant to 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office (321-608-7220) at least 48 hours prior to the meeting.

City of Melbourne, Florida
Minutes – Regular Meeting Before City Council
March 24, 2026

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

A. OPENING

1. The invocation was given by Council Member Marcus Smith.
2. Pledge of Allegiance
3. Roll Call

Present:

Paul Alfrey	Mayor
Marcus Smith	Council Member, District 1
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
Richard Broome	Deputy City Attorney
Kevin McKeown	City Clerk
Justice Stevens	Assistant City Clerk
Rebecca Thibert	Assistant to the City Manager

Absent:

Mark LaRusso	Council Member, District 2 (sick)
Julie Kennedy	Vice Mayor (out of town)
Adam Conley	City Attorney (sick)

4. Proclamations and Presentations

Mayor Alfrey presented a proclamation declaring April 2026 as “Water Conservation Month” to Environmental Outreach Manager Megan Ruben and Jim Cannon with the St. Johns River Water Management District.

(Note: the presentation for Justin Jennings was cancelled due to a work conflict.)

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

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

6. City Manager’s Report

City Manager Jenni Lamb reported that 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.

Council Member Marcus Smith ask for clarification on if the city is adding to the census tracts. Mrs. Lamb responded no, but shared that not all of the zones currently qualify. She noted which zones in the agenda package are eligible to apply for the new designation.

Council Member Mimi Hanley asked why parts of Melbourne outside of the Downtown and Eau Gallie area (around Aurora Road) have been neglected. Mrs. Lamb noted that portions of this area will be a part of this designation.

Mr. Smith asked what the benefits of the opportunity zones are. Community Development Director Cindy Dittmer noted that this is a federal program that incentivizes job creation and revitalization. This would increase the city's tax base and provide developers benefits to expand into these zones.

Mrs. Lamb noted that 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 included in the agenda package.

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

Mrs. Lamb also noted that the Melbourne Orlando International Airport is seeking a letter of support from the City Manager for a five million dollar federal funding request for terminal infrastructure improvements. Council expressed consensus for this letter.

7. Public Comments

Ann Marie Toraya, unincorporated Brevard County, and Vickie Dittman, West Melbourne, shared their concern about a plumbing problem they are facing at Ms. Toraya's rental property. After some discussion, it was noted by Mrs. Lamb that the leak in Ms. Toraya's plumbing is on the private side of the line. Mayor Alfrey also noted that he would follow up with Ms. Toraya and Ms. Dittman to see how he can help.

Gracie Smith, Palm Bay, formally invited Council to Ebony News Today's red carpet gala for their transition from a paper publication to television streaming.

Levin Jomon and Jomon Lukose, 2903 S. Harbor City Blvd., shared their concern with the current FDOT project on S. Harbor City Blvd. as the project has blocked entrance into their business.

Helen Voltz, 778 Wyatt St., was in attendance to support Ms. Toraya and asked that Council go through their voicemails on their city phones as most are full and do not allow citizens to leave a voicemail.

Bruce Buggs, 2701 S. Harbor City Blvd., shared his support with the Marathon Gas Station (Mr. Jomon and Mr. Lukose) and hopes that the traffic issue can be resolved.

- 7.1 **Presentation to Council:** The City of Melbourne's 2025 Annual Comprehensive Financial Report and the two Community Redevelopment Agency's Financial Reports.

Christine Noll-Rhan, Carr, Riggs & Ingram and auditor for the 2025 ACFR and two CRA 2025 Annual Financial Reports, discussed where the city sits financially and expanded on details of the city's audit.

- 7.2 **Presentation to Council:** Asset Mapping and the Melbourne Resources Collaborative.

Megan Starnes, Love INC., provided some history on asset mapping in Brevard County over the last year. She reported that monthly, Love INC. has been collaborating with other organizations to gather information on all available resources in the City of Melbourne. In April, these organizations will be hosting a volunteer expo at the Eau Gallie Civic Center and asked if Council would waive the fees to rent the facility for this event. Council expressed consensus to waive the fees as requested.

Mr. Smith noted his support for waiving the fees for their event.

Council Member David Neuman asked how much the fees are to host their event at the civic center. Mrs. Lamb responded that she does not have a direct amount, however, fees have been waived before for other not for profit organizations like the DAV.

Council expressed consensus to waive the fees to host their event at the Eau Gallie Civic Center.

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)

Deputy City Attorney Richard Broome read the ordinance by its title.

Mr. Neuman asked if a condition could be added that states if there are issues with the dormitory portion of the project causes issue, the item can be revisited. Mrs. Dittmer noted that the conditional use is for the school use and within the city's zoning code a dormitory is an accessory use to a school.

Mayor Alfrey noted that there are other organizations in the city that are performing similar functions and there have been no concerns.

Ms. Hanley asked how many students would be housed. Mrs. Dittmer noted that there would be 18 dorm rooms with 17 students and one resident assistant would be living at the facility.

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

Susan Begley, 1619 Ferndale Ave., noted that on the third floor of the building there are eight rooms with 16 women housed and on the second floor there are eight rooms with single women with their children.

Ms. Hanley asked if housing children at this facility is following state code. Mrs. Dittmer noted that if this project is approved by Council, the applicant would need to obtain building permits and this would be covered under these codes.

Ms. Hanley then asked if any of the staff is certified in mental health. Mr. Begley noted that she is a certified mental health professional and there will be other mental health professionals at the facility.

Mr. Neuman asked for confirmation on how many adults will be living at the facility. Ms. Begley noted that there are 26 students living in the dormitories plus any children that will be housed with some of the women.

Mr. Smith shared his support for this project.

Mrs. Dittmer noted that the conditional use supports 18 rooms. She also noted that the city and applicant have had robust discussions to ensure every aspect is covered and follows all requirements from the city.

Mayor Alfrey shared his support for this project

Beverley Squire-Wiggins, 1619 Ferndale Ave., was there to answer any further questions.

Stefan Hartman, 2196 Colony Dr., noted that as a Planning and Zoning board member, he fully supported this item. He also asked where the students will be housed following the program.

Ms. Squire-Wiggins noted that the process to get into the program is robust. She described the process and noted that the school is not a recovery program and

shared that the school's collaboration with other non-profits help keep the students on track once they complete the program.

Mrs. Lamb proposed the addition of a condition that the applicant follows the business plan that was submitted to the city and approved by the city.

Attorney Broome asked if the applicant had a rebuttal to any of the comments that were made. She noted that she did not.

Moved by Neuman/Smith for approval of Ordinance No. 2026-10 with PLAN2024-0011 based upon the findings contained in the Planning and Zoning Board memorandum with the addition of the condition that the applicant must follow the business plan that was submitted in June of 2024. The roll call vote was:

Aye: Hanley, Smith, Neuman, Bassett and Alfrey

Motion carried unanimously.

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)

Attorney Broome read the ordinances by their titles. The Mayor opened the public hearing and there were no comments.

Moved by Smith/Neuman for approval of Ordinance No. 2026-11 based upon the findings contained within the staff memorandum. The roll call vote was:

Aye: Hanley, Smith, Neuman, Bassett and Alfrey

Motion carried unanimously.

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.

Public Works and Utilities Director Jennifer Spagnoli reported that the Joe Mullins Reverse Osmosis Water Treatment Plant (ROWTP) currently utilizes four existing Upper Floridan Aquifer (UFA) production wells, with two additional production wells under construction. 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 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.

Moved by Hanley/Bassett for 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. Motion carried unanimously.

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.

City Engineer James Ennis reported that 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 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 thirty percent 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 thirty percent 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 thirty percent cost-share for construction.

Council should be aware 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 thirty percent cost-sharing percentage that the residents are required to contribute pursuant to City Council Policy #22 "Paving of Dirt Streets".

The item report 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.

Tom Nance, Palm Bay, shared his support for this project.

Council Member Marcus Smith asked for a discussion item to be placed on a future agenda to amend Council Policy #22. Council shared consensus to have this discussion.

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

Moved by Neuman/Bassett for 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. Motion carried unanimously.

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.

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

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.

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

(Mayor Alfrey stepped out of the chamber at 8:12 p.m.)

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.

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

Moved by Smith/Bassett for approval of Ordinance No. 2026-14, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously. Mayor Alfrey was absent for the vote.

Moved by Smith/Bassett for approval of Ordinance No. 2026-15, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously. Mayor Alfrey was absent for the vote.

Moved by Smith/Bassett for approval of Ordinance No. 2026-16, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously. Mayor Alfrey was absent for the vote.

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)

Mrs. Dittmer reported that 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.

(Mayor Alfrey returned to the chamber at 8:18 p.m.)

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.

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 twenty percent 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).

Mr. Neuman asked for clarification that Ranch Road is to only be used for utility purposes. Mrs. Dittmer confirmed.

The Mayor called for disclosures. Mr. Neuman and Mr. Smith noted that they met separately with the developer and had conversations about the general idea of this project.

The Mayor opened the public hearing.

Mary Johannessen, Brevard County, shared her concern with the large amount of development in the area of the project. She also shared her concern with emergency services accessing the area.

R. Paul Johannessen, Brevard County, also shared his concern with this project.

Mayor Alfrey noted that there is a traffic issue in the project's area and asked if there is a plan to tackle the issue. Mrs. Dittmer noted that the city is working with the developer, the City of West Melbourne and Brevard County on this issue. The intention is to extend the dead-end of Norfolk Parkway first. There is currently a traffic study occurring for the extension of Norfolk Parkway to St. Johns Heritage Parkway. She also noted that all of Platt Ranch is already in the City of Melbourne. She also noted that with the traffic study nearing completion these concerns will be addressed.

Mrs. Lamb noted that there have also been discussions between the developer and the City of West Melbourne to widen their portion of Norfolk Parkway that will address some of the traffic concerns as well.

Ana Saunders, B.S.E. Consultants, noted that the traffic study is still in progress but once it is finalized there will be various components of the improvements that will be required and the phased improvements that are identified in the traffic study will be outlined in the development agreement.

Moved by Neuman/Smith for approval of Resolution No. 4412, based upon the findings contained in the Planning and Zoning Board Memorandum. Motion carried unanimously.

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.

Attorney Broome read the ordinance by its title. Mrs. Dittmer reported 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": Cross-Cutting Target Industries to include: corporate headquarters, logistics – including shipping, distribution, packaging, processing, manufacturing, research and development and Sector-Specific Target Industries to include: 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, 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 Department of 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.

The Mayor opened the public hearing and there were no comments.

Moved by Neuman/Smith for approval of Ordinance No. 2026-17. Motion carried unanimously.

Moved by Neuman/Smith for approval of Resolution No. 4413. Motion carried unanimously.

17. Discussion of Downtown Melbourne CRA Small Business Workshop.

Mrs. Dittmer reported that 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. Mrs. Dittmer summarized the memo that was provided in the agenda package, staff's 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.

Mr. Neuman and Mr. Smith shared their appreciation for this project and for staff.

Mr. Smith also discussed how when this discussion arose, he was proposing a small business incentive program with weVENTURE. He agreed that the facade program will be helpful for revitalization, but having a small business incentive program will be helpful to start businesses in the downtown area.

Mayor Alfrey shared his concern of having to select winners for a small business incentive program and finding the money to fund it.

Ms. Hanley noted her concern with utilizing CRA money for private businesses, but she would like more information before making a decision. She also noted that she would appreciate more welcoming facades for the businesses that are closed.

Mrs. Dittmer noted that the city is working on the improvement of facades at vacant businesses. She noted that her staff will be performing a walk through with the city's Code Enforcement to address these issues.

Discussion continued.

Mr. Neuman expressed his support for building improvements downtown and asked if a code change can be implemented that would provide certain parameters on how vacant storefronts look. Attorney Broome noted that staff can research how to implement further parameters to the aesthetics of external facades of downtown businesses.

Lisa Herendeen, 233 E. New Haven Ave., shared an example of how to help small businesses downtown. She also shared that she doesn't believe this discussion is going help the issue at hand which are the landlords of the buildings downtown.

Following discussion, Council expressed consensus for staff to provide an ordinance that will amend code to regulate the external appearance of businesses that are closed/properties that are vacant.

18. Discussion of Traffic Calming Methods and Policy.

Mr. Ennis reported that 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 included in the agenda package 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.

Mayor Alfrey asked why there are traffic controlling devices in some developments and not others. Mr. Ennis noted that when assessing the ability to place speed humps, drainage, curving of the road, and other factors determine if a speed bump can be placed. He also noted that it is costly to physically do the study to determine if a traffic controlling device is necessary.

Mayor Alfrey also shared his concern with speeding and shared some streets that he believes should have traffic calming devices.

Ms. Hanley noted that she has a concern that traffic calming devices will create additional noise to communities. She also asked if speed trailers could be added instead of speed bumps. Mr. Ennis noted that speed trailers have some positive effects and staff can look into this option.

Mrs. Lamb noted that staff will explore the option of adding speed trailers to Creel Street, Arnold Drive and Leewood Boulevard.

David Carroll, 1396 Arnold Dr., shared his concern about number of vehicles that drive on his street.

19. Selection of Exceptional Citizen Award for 2026 Q2.

City Clerk Kevin McKeown reported that in the current quarter, one nomination has been submitted for Samuel Plummer who was submitted by Lisa Good, Regulatory Compliance Coordinator.

Moved by Hanley/Neuman for approval of Samuel Plummer as this quarter's recipient of the Exceptional Citizen Award. Motion carried unanimously.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Mr. Neuman asked Mrs. Lamb to investigate why the streetlights are not operational on U.S.1 from Strawbridge Avenue to Post Road. He also requested that following the presentation of the Congressional Medal of Honor Society's award to Dorothy Linson, Colbert Circle be honorarily renamed to Ms. Dot Circle. Council shared consensus.

E. ADJOURNMENT

The meeting adjourned at 10:08 p.m.

Assistant City Clerk – April 3, 2026

Approved by Council:

Memorandum

To: Mayor and Council
From: Jenni Lamb, City Manager
Date: April 9, 2026
Subject: City Manager's Report – Meeting of April 14, 2026

Updates:

Downtown Core Streetscape Project

Staff presented the budget for upcoming CIP projects, including the Downtown Core Streetscape project, to the Downtown Melbourne CRA Advisory Committee on April 3. It was noted that the project had been discussed with City Council on March 10 and will be proceeding with an request for qualifications (RFQ) for engineering design. Staff explained the financial analysis for the CRA's remaining years and the outcome which showed that the current \$24 million estimate for the project construction is considered bondable with the remaining tax increment funds (TIF). Staff also presented the possibility that costs may fluctuate due to rising construction expenses and the potential need for the project to be phased if that occurs.

The Advisory Committee members expressed concerns regarding overall project cost, potential impacts to merchants during construction, and the loss of other important CRA projects, such as additional Riverview Park improvements and Phase 3 of the South US 1 area Streetscape Project, west of US 1 between WH Jackson and Prospect Avenue. Additional concerns included whether merchants are adequately informed and how construction disruptions will be managed. Staff clarified that the project scope includes not only streetscape enhancements but also necessary underground infrastructure improvements. While there was discussion on potentially scaling back the project and seeking additional public input, a motion to bring these concerns back to Council with those recommendations failed with a 3-3 vote.

Small Business Incentive Program

On April 3, staff presented the concept of a proposed Small Business Incentive Program to the Downtown Melbourne CRA Advisory Committee as it was discussed as a discussion item at the March 24 City Council meeting. The program concept would be to complement the existing façade improvement program with an interior building improvement component, aimed at supporting business retention and new businesses, while remaining compliant with statutory requirements. Staff also discussed the general lack of awareness among merchants about existing resources, and the idea of a small

business workshop that would bring small business assistance agencies to the downtown businesses.

The Advisory Committee generally supported the concept and had discussion regarding potential rent increases by property owners, the need for budget consideration of the program, and whether a future business incentive program should prioritize general business operations, such as software, marketing and inventory, over physical improvements. Public comment on this item occurred with Council Member Smith and Kathryn Rudloff from WeVenture speaking about other city business assistance programs that focus on business mentoring and assistance for general business operations.

Committee members emphasized the importance of better property owner involvement and communication, along with aligning any future program with CRA and State guidelines. The Advisory Committee requested further coordination with the City Attorney's Office to explore statutory interpretations and outline the next steps moving forward. The discussion item was continued for the May 1 Advisory Committee meeting.

Upcoming Events:

- The Fire Station 72 Public Meeting will be held on April 20, 2026 from 5:30 p.m. to 7:30 p.m. in the Council Chambers.
- The Downtown Melbourne Stakeholders Meetings will be held on April 23, 2026 from 8:00 a.m. to 9:15 a.m. and from 5:30 p.m. to 6:45 p.m. in the Council Chambers.



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	6
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.8.

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 second 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.

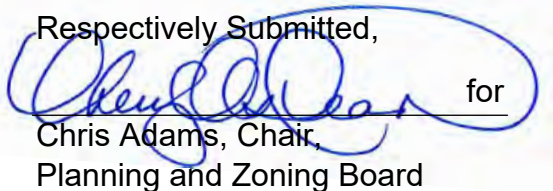
Findings for the Rezoning

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.

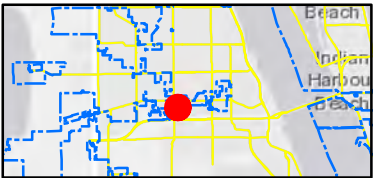
Respectively Submitted,



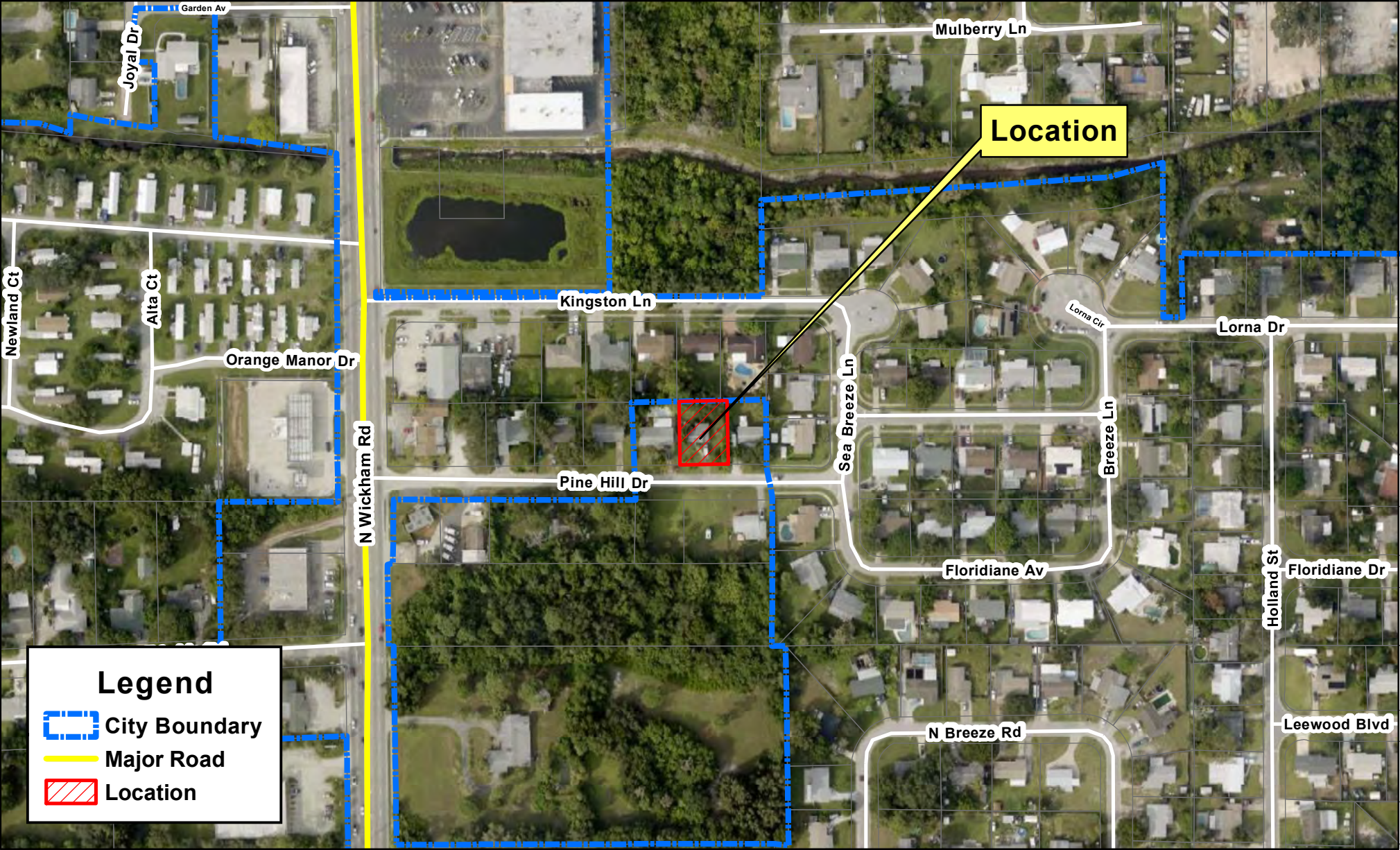
for

Chris Adams, Chair,
Planning and Zoning Board

1634 PINE HILL DRIVE
LOCATION MAP
ANNX2026-0002 | MAP2026-0005 | MAP2026-0006



GIS Portal: <https://maps.mlbfl.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>
240 0 240
Feet
1 inch = 250 feet



Legend

City Boundary

Major Road

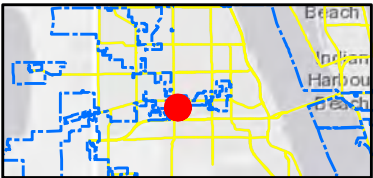
Location

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Page 36

Title: 1634 PINE HILL DRIVE
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 2/12/2026 1:28:57 PM
Document Name: 1634 PINE HILL DRIVE LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PEIP&ZBOARD2025\Maps\MXD\1634 PINE HILL DRIVE LOCATION Map.mxd

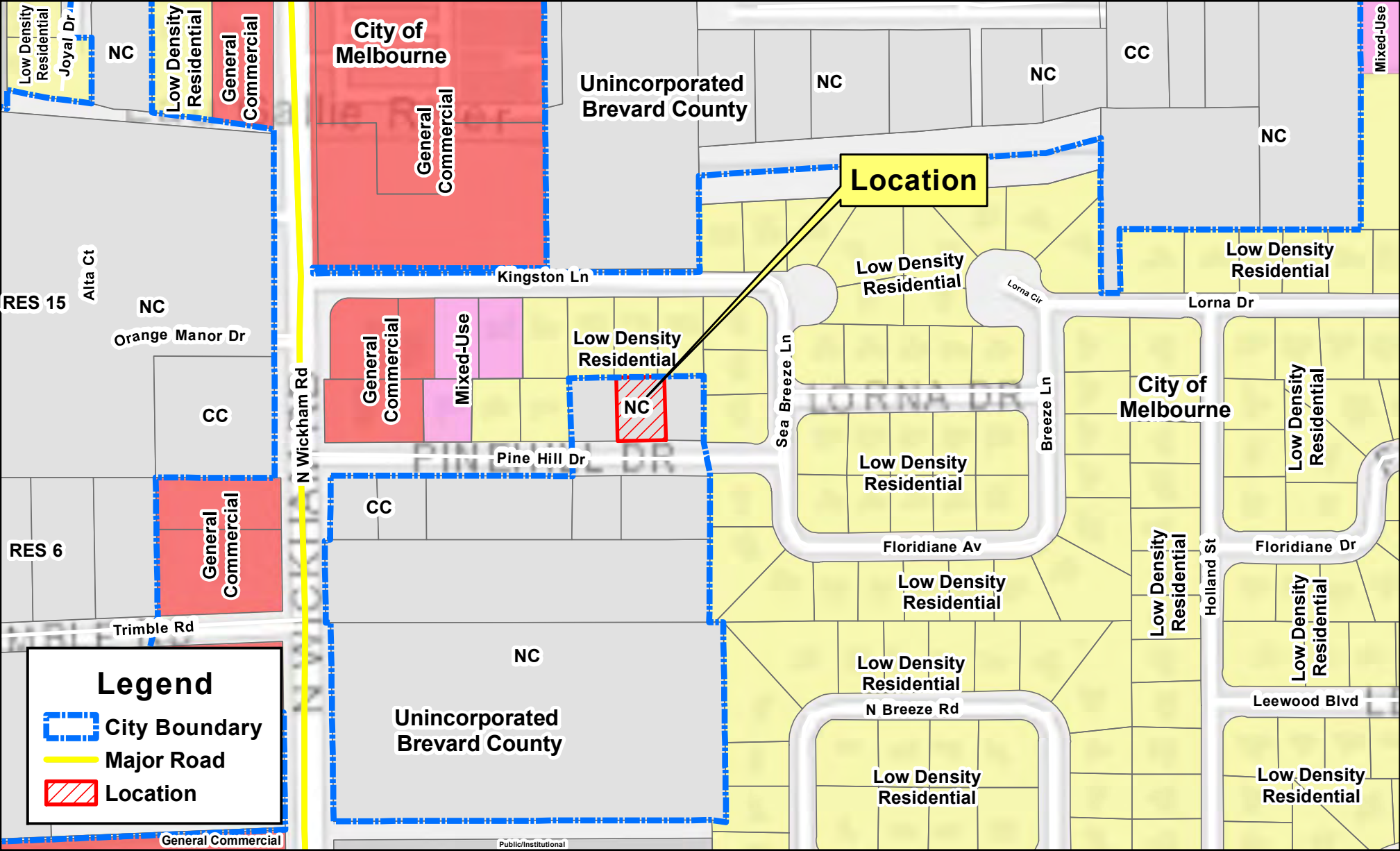
City of Melbourne
Information Technology Department
GIS Division
900 E Strawbridge Av Room 324
Melbourne, FL 32901
P: (321) 608.7700
Fax: (321) 608.7719
Email: GIS@mlbfl.org
Item No. B. 8.

1634 PINE HILL DRIVE
FUTURE LAND USE MAP
ANNX2026-0002 | MAP2026-0005 | MAP2026-0006



GIS Portal: <https://maps.mlbf.org/arcgis>
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Feet
1 inch = 250 feet



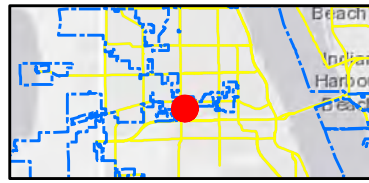
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Title: 1634 PINE HILL DRIVE
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 2/25/2026 3:12:18 PM
Document Name: 1634 PINE HILL DRIVE LOCATION Map
Document Location: \\ad.mlbf.org\Shares\mlbf_groups\COMMUNITY_DEVELOPMENT\PEIP&ZBOARD2025\Maps\MXD\1634 PINE HILL DRIVE LOCATION Map.mxd

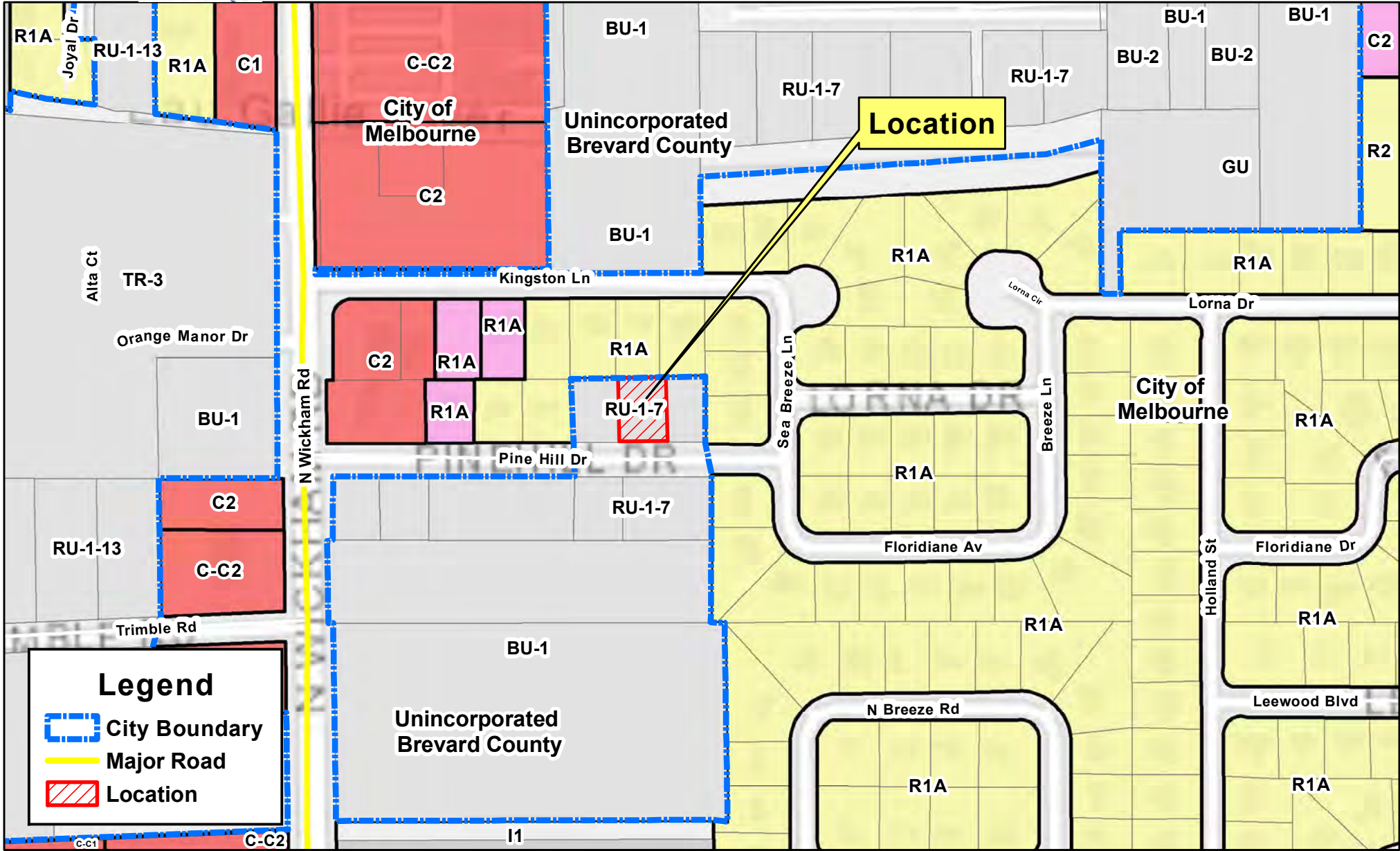
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Email: GIS@mlbf.org

Item No. B. 8.

1634 PINE HILL DRIVE
ZONING MAP
ANNX2026-0002 | MAP2026-0005 | MAP2026-0006



GIS Portal: <https://maps.mlbfl.org/arcgis>
 ArcGIS Online: <https://mgis.maps.arcgis.com>
 240 0 240
 Feet
 1 inch = 250 feet



Legend

- City Boundary
- Major Road
- Location

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Title: 1634 PINE HILL DRIVE
 Author: Olivia Bachtold
 Department/Division: Community Development Department
 Last Updated: 2/27/2026 11:14:16 AM
 Document Name: 1634 PINE HILL DRIVE ZONING Map
 Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PEIP&ZBOARD2025\Maps\MXD\1634 PINE HILL DRIVE ZONING Map.mxd

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 GIS Division
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Item No. B. 8.

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 24th day of March, 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

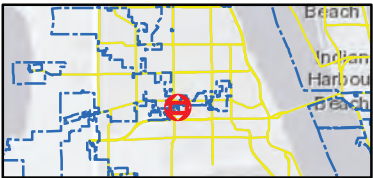
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

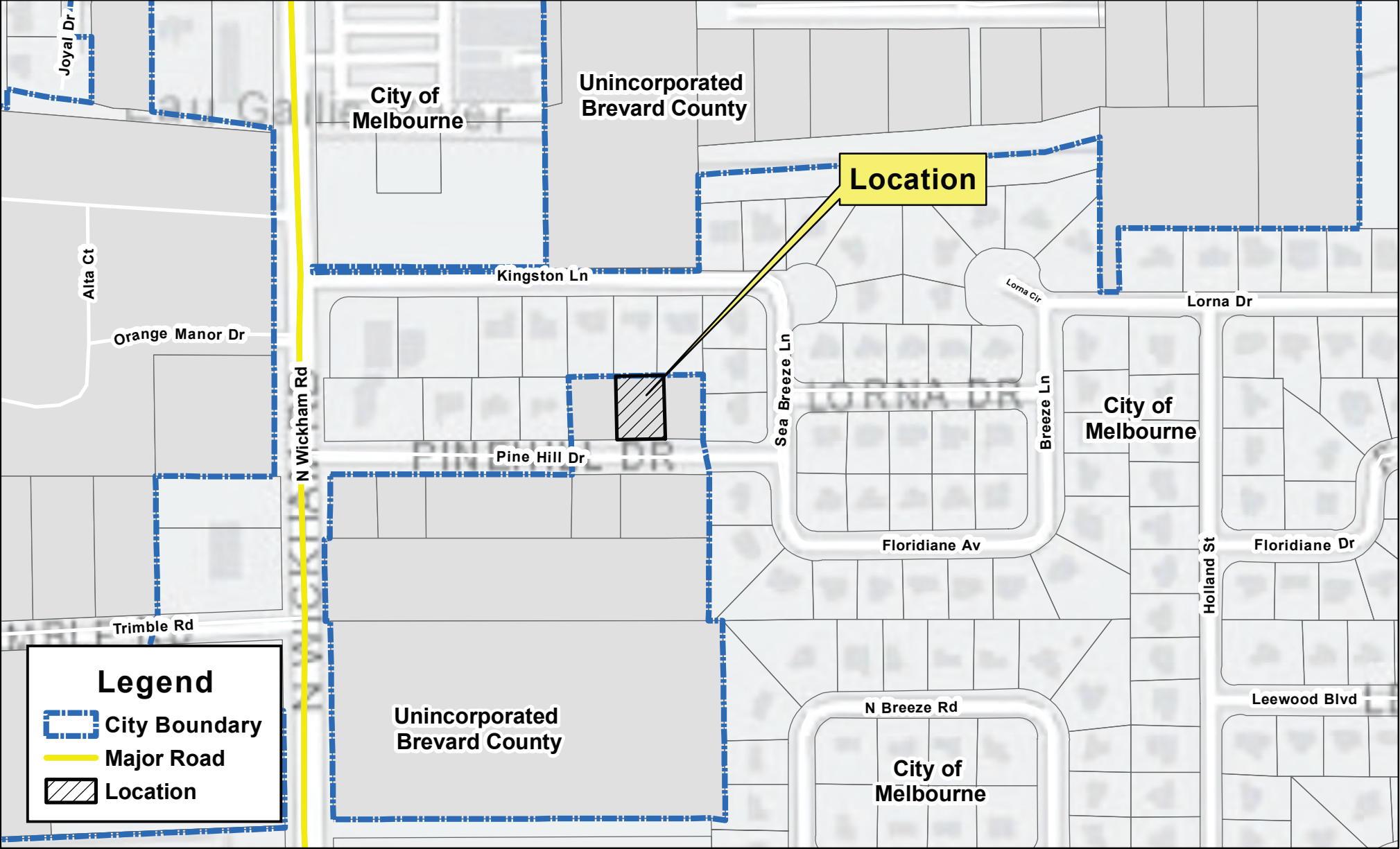
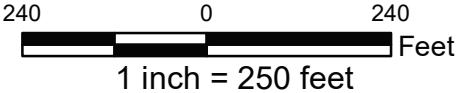
Attachment: Map

Ordinance No. 2026-14

1634 PINE HILL DRIVE
LOCATION MAP
ANNX2026-0002 | MAP2026-0005 | MAP2026-0006



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



Legend

City Boundary

Major Road

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data herein or for their use or interpretation by the
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including but not limited to, those arising from
any User's use of the maps or data provided herein.

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 24th 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

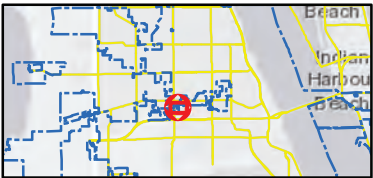
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

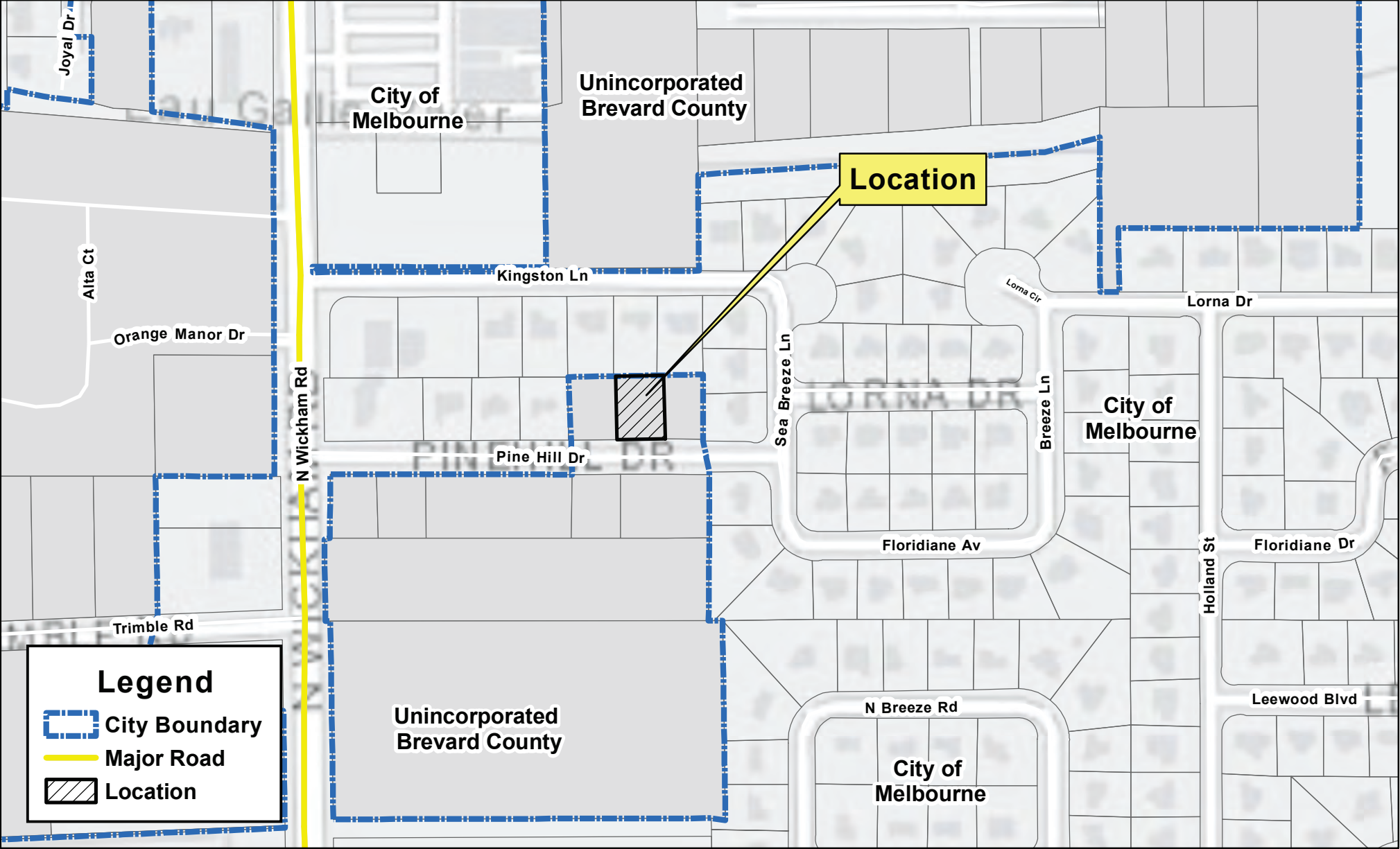
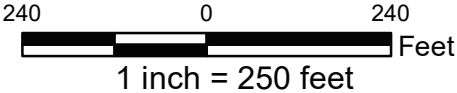
Attachment: Exhibit "A"

Ordinance No. 2026-15

1634 PINE HILL DRIVE
LOCATION MAP
ANNX2026-0002 | MAP2026-0005 | MAP2026-0006



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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\PEIP&ZBOARD2025\Maps\MXD\1634 PINE HILL DRIVE EXHIBIT Map.mxd

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Email: GIS@mlbfl.org

Item No. B. 8.

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 24th day of March, 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
April 14, 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:

An ordinance amending Chapter 54 of the City Code to update the statutory definition references of "new business" and "expansion of a new business."

Background/Consideration:

This is the second reading of an ordinance, amending Section 54-146 of the City Code to update Florida Statute cross-references as it relates to the City's Ad Valorem Tax Abatement Program.

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 proposed code amendment as noted in the Ordinance will provide the appropriate reference to Florida Statutes for the City's Ad Valorem Tax Abatement Program. The related Resolution No. 4413 was adopted at the March 24, 2026 Regular Council Meeting.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2026-17.

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. 2026-17 amending section 54-146 of City Code.

Approval of Resolution No. 4413 amending the Ad Valorem Tax Exemption Program Guidelines to provide updated average annual wage data.

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. § 288.406(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. § 288.406(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

accordance with the City Charter of the City of Melbourne.

SECTION 4. That this ordinance was passed on the first reading at a regular meeting of the City Council on the 24th 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]

Ordinance No. 2026-17



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	Engineering
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:

Work Order No. 12 to the Storm Drain Cleaning, Repairs and Maintenance contract with Shenandoah General Construction, LLC for Cured-In-Place Pipe Lining Annual Spend Amount.

Background/Consideration:

On April 8, 2025, City Council approved a contract award for Storm Drain Cleaning, Repairs and Maintenance with Shenandoah General Construction, LLC.

Work Order No. 12 provides for the annual Cured-In-Place pipe (CIPP) lining as-needed spend amount for the Streets & Stormwater Division to include storm drain cleaning, repairs and maintenance for the rehabilitation of drainage pipes throughout the city. CIPP rehabilitation is a cost-effective and non-intrusive method of pipe repair. CIPP will restore the structural integrity of stormwater piping, reduce infiltration and eliminate leaky joints. This method is used in areas where major site restoration would be required.

The agenda materials provide additional details on the work order. All services required by this Work Order will be completed on or before September 30, 2026.

Fiscal/Budget Impact:

Funding is available in Capital Improvement Project Budget 14119 (Stormwater Pipe Lining, Various Areas).

Requested Action:

Approval of Work Order No. 12 to the Storm Drain Cleaning, Repairs and Maintenance contract with Shenandoah General Construction, LLC, Pompano Beach, FL, for Cured-in-Place Pipe Lining in the amount not to exceed \$250,000.

MEMORANDUM

To: Jenni Lamb, City Manager

Thru: James Ennis, City Engineer

From: Jennifer Spagnoli, Public Works & Utilities Director 

Date: April 1, 2026

Re: Work Order No. 12 for Cured-In-Place Pipe Lining Annual Spend Amount

This is a request for City Council approval of Work Order No. 12 with Shenandoah General Construction, LLC, Pompano Beach, FL for the annual spend amount for Cured-In-Place Pipe Lining.

Background: Due to aging stormwater pipes that need cleaning, repair or replacement, pipes have been identified in an effort to prevent failures from occurring. Cured-In-Place Pipe (CIPP) rehabilitation is a cost effective and non-intrusive method of pipe repair. CIPP will restore the structural integrity of stormwater piping, reduce infiltration, and eliminate leaky joints. This method is used in areas where major site restoration would be required. CIPP is a proven system that has been in use for more than 30 years with a 50-year design life. This request is for the annual as-needed work for the Streets Department.

Scope of Work: The scope of work includes storm drain cleaning, repairs and maintenance for the rehabilitation of drainage pipes throughout the City.

Compensation and Schedule: Work Order No. 12 is for the annual spend amount not to exceed \$250,000. All services under this work order will be completed on or before September 30, 2026.

Funding Aspects: Funding is available in Capital Improvement Project Budget 14119 (Stormwater Pipe Lining, Various Areas).

Recommendation: Approve Work Order No. 12 for the annual spend amount not to exceed \$250,000 with Shenandoah General Construction, LLC, Pompano Beach, FL.

Copy: Marla Keehn, Management & Budget Officer
Kacie Black, Engineering Contracts Manager
William McDonald, Streets & Stormwater Superintendent
Robin Schaffroth, Utilities Budget & Procurement Specialist
Thomas Baker, Assistant PW&U Director



Engineering Department
900 E. Strawbridge Avenue
Melbourne, FL 32901

WORK ORDER NO. 12

Project: Cured In Place Pipe Lining- Annual Spend Amount

Project No: 14119

To: Shenandoah General Construction, LLC

WORK ORDER DESCRIPTION:

Annual storm drain cleaning, repairs & maintenance for the rehabilitation of drainage pipes throughout the City.

For the services under this authorization, the total compensation amount to be paid to the vendor under this work order shall not exceed \$250,000.

All services required by this Work Order will be completed on or before September 30, 2026.

THIS WORK ORDER IS ACCEPTABLE TO CONTRACTOR:

Signed [Signature] Title CPS MANAGER Date 4/2/2020
Contractor

RECOMMENDED AND APPROVED, CITY OF MELBOURNE:

Signed [Signature] Title City Engineer Date 4/6/2020

Signed _____ Title City Manager Date _____



Melbourne City Council
April 14, 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.11.

Subject:

Contract award to Sweep One, LLC, Sanford, FL for street sweeping services.

Background/Consideration:

This is a contract award for street sweeping services to remove debris from the roadway and as a component of the City's efforts to remove nutrients from entering the Indian River Lagoon. Sweep One, LLC, of Sanford, Florida, was awarded the Brevard County contract for Street Sweeping Services (March 14, 2024 – April 23, 2027). This contractor has a history of satisfactorily completing projects for the City of Melbourne and Brevard County. The City's procurement policy allows for piggybacking contracts awarded through the use of competitive solicitation by other public agencies.

The contract is a base contract with unit pricing of \$42.15 per curb mile. The City maintains roughly 600 curb miles of City roadway and 70 curb miles of Florida Department of Transportation's (FDOT) roadway. There is a surcharge of \$16 per curb mile for compliance with the maintenance of traffic requirements on FDOT roadways. Under this contract, all the roadways maintained by the City will be swept six (6) times per year. Sweeping will occur in the following months: August, October, December, February, April, and June. This contract would cover all costs associated with street sweeping, including the disposal of collected materials. It should be noted that the contract stipulates a surcharge on FDOT roadways for compliance with the additional maintenance of traffic requirements to perform work within FDOT right-of-way.

Fiscal/Budget Impact:

Funding is available from account 58200541-534000 - Stormwater Utility Operations - Other Contract Services. The estimated amount for the remainder of FY25 is \$29,360 and \$146,800 for FY26.

Requested Action:

Approval of a contract award to Sweep One, LLC, Sanford, FL, for street sweeping services, in the amount of \$176,160.

Memorandum

To: Jenni Lamb, City Manager
Thru: James W. Ennis, City Engineer
From: J. Danielle Straub, Acting Assistant City Engineer
Date: April 1, 2026
Re: Piggyback of Brevard County's Street Sweeping Services with Sweep One, LLC

This is a piggyback contract award for street sweeping services to remove debris from the roadway as a component of the City's efforts to remove nutrients from entering the Indian River Lagoon.

Background

Street sweeping efforts help the City meet obligations for the Indian River Lagoon (IRL) Total Maximum Daily Load (TMDL) Basin Management Action Plan (BMAP) to reduce nitrogen and phosphorus from entering the IRL. Both City Staff's sweeping efforts and contracted sweeping services are needed to economically meet the BMAP requirements. Contracted sweeping efforts sweep all City streets six times per year and in-house street sweeping services are provided in high debris areas in need of more frequent sweeping. Annually, the City's street sweeping efforts collect approximately 1,385,000 pounds of debris and prevent 780 pounds of total nitrogen and 500 pounds of total phosphorus from entering the IRL. The nitrogen and phosphorus removal count towards the City's overall removal requirements.

The City's Procurement policy allows for piggybacking contracts awarded through the use of competitive solicitation by other public agencies. Sweep One, LLC, Sanford, FL, was awarded the Brevard County contract for their Street Sweeping Services (B-2-23-34, Effective Dates: March 14, 2024 – April 23, 2027). This Contractor has a history of satisfactorily completing projects within Brevard County Unit prices under this contract will be used. This piggyback contract for services to the City of Melbourne would be valid until July 11, 2027.

Scope of Services

The City maintains roughly 600 curb miles of City roadway and 70 curb miles of Florida Department of Transportation's (FDOT) roadway. Under this contract all of the roadways maintained by the City will be swept six (6) times a year. Sweeping will occur in the following months: August, October, December, February, April and June. This contract would cover all costs associated with street sweeping including disposal of collected material. It should be noted that the contract stipulates a surcharge on FDOT roadways for compliance with the additional maintenance of traffic (MOT) requirements to perform work in FDOT right of way.

Additionally, as needed sweeping has been added to the contract to allow for additional sweeping outside of the regular scheduled six times a year sweeping.

Funding Aspects

The contract is based upon a unit price of \$42.15 per curb mile. There is a surcharge of \$16 per curb mile for compliance with the MOT on FDOT roadways. With a schedule of 670 curb miles a month, the average monthly cost for sweeping is \$28,240.00 and the cost for MOT is \$1,120 for total bimonthly cost of \$29,360.

Street sweeping services are adequately funded within the Stormwater Utility Operations budget under Other Contract Services 58200541-534000. The estimated amount for FY26 is \$29,360 and \$146,800 for FY27.

As needed sweeping will require work orders be brought before the City Manager/Council for approval. Each work order will establish cost and schedule.

Recommendation

Approval of a Piggyback Contract with Sweep One. LLC, Sanford, Florida, for Street Sweeping Services for in the amount of \$176,160

AGREEMENT FOR PURCHASE OF SERVICES PREVIOUSLY BID
(Street Sweeping Services)

This Agreement for Purchase of Services Previously Bid (this "Agreement") is made this _____ day of _____, 2026, by and between the City of Melbourne, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY"); and Sweep One, LLC, whose address is P.O. Box 4453, Clearwater, FL 33759 (the "CONTRACTOR").

RECITALS

WHEREAS the CITY desires to obtain street sweeping services; and

WHEREAS, pursuant to an Invitation to Bid, Brevard County, Florida entered into that certain Brevard County Street Sweeping Services Agreement with CONTRACTOR pursuant to the Brevard County B-2-23-34 and

WHEREAS, the CITY has reviewed the procurement process and scope of services of such competitively bid contract and has determined that it is an agreement that can be utilized by the CITY to purchase street sweeping services pursuant to City Code, §2-576(1); and

WHEREAS, the CITY desires and CONTRACTOR has agreed to provide similar services to the CITY at the prices and terms and conditions of such Brevard County contract;

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to provide street sweeping services on certain FDOT right-of-way located within the CITY boundaries, provided the CITY pay an additional charge to reflect compliance with the additional maintenance of traffic requirements of FDOT;

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to provide street sweeping services on an as needed basis at the same base rate; 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 purchase street sweeping services in accordance with the prices, terms and conditions of the Brevard County contract dated April 24, 2023 between Brevard County and Sweep One, LLC, as extended by the Brevard County Extension Agreement dated February 16, 2026 attached hereto as Attachment 1 and incorporated herein by reference (collectively, 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.

2.2 Pursuant to the terms of the Source Contract, the CONTRACTOR represents the following as true and correct

- a. CONTRACTOR provides street sweeping services at the rate of \$42.15 per curb mile.
- b. The term of the Source Contract is currently scheduled to expire on April 23, 2027 with the option to renew yearly for a period of 1 year.

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 to renew this Agreement for one additional term such that this Agreement shall expire on July 11, 2027, unless otherwise terminated. The exercise of this renewal by the CITY is in the CITY's sole discretion and is not dependent upon actions of Brevard County.

Section 4. Modifications to the Source Contract.

The Source Contract, as it applies to the CITY and the CONTRACTOR, is hereby modified as set forth below.

- 4.1 **Scope of Work**
 - (a) The City has approximately 600 curb miles of roadway to be swept and 70 curb miles of Florida Department of Transportation roadways that will be swept 6 times per contract year. All roadways shall be swept once during each of the months shown below:
 - August
 - October
 - December
 - February
 - April
 - June
 - (b) As needed services for sweeping outside of the above scheduled sweeping.
- 4.2 **Reporting** (2) Invoices shall be sent to enr.ap@mlbfl.org and Streets@mlbfl.org
- 4.3 **Contract Sum**

Payment shall be made based upon actual street sweeping mileage. The base rate of \$42.15 per curb mile shall be used. The City has approximately 70 curb miles of Florida Department of Transportation (FDOT) roadways that it is obligated to sweep. A surcharge of \$16.00 per curb mile will be added to every curb mile of FDOT roadway swept. A map of FDOT roadways to be swept is attached to this contract.
- 4.4 **Commencement and Completion of Work**

The CONTRACTOR shall sweep all roadways once during each of the following months: August, October, December, February, April and June. This equates to all roadways being swept six times per year.
- 4.5 **Time for Performance**

The CONTRACTOR shall provide sweeping services six times a year. Services shall be performed in the following months: August, October, December, February, April and June.
- 4.6 **Payment:**

Invoices shall be submitted to enr.ap@mlbfl.org and streets@mlbfl.org.
- 4.7 **Insurance Requirements**

All references to Brevard County shall refer to the City of Melbourne.
- 4.8 **Public Records**

A request to inspect or copy public records relating to this Agreement must be made directly to the CITY. CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY. Section T of the Source Contract is

hereby modified to reflect the CITY public records custodian as follows: **City Clerk, City of Melbourne, 900 East Strawbridge Avenue, Melbourne, Florida 32901, Telephone: 321-608-7220, Email: City.Clerk@MLBFL.org**

4.9 Notice

Notice under this contract shall be given by certified mail or hand delivered as follows:

City of Melbourne
Engineering Department
900 E. Strawbridge Avenue
Melbourne, Florida 32901

4.10 Contacts.

- a. For payment, CONTRACTOR must submit original invoice to the City of Melbourne, Accounts Payable Department, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- b. Contract administration, including coordination of service dates and general inquiries, will be provided by the following individuals:

CITY contacts:

Kacie Black, Chief Accounts Clerk
Engineering Dept.
Kacie.Black@mlbfl.org
Telephone: (321) 608-7309

Dani Straub, Assistant City Engineer
Engineering Dept.
Dani.Straub@MLBFL.org
Telephone: (321) 608-7312

CONTRACTOR contacts:

Name: Peter Vroutos
Email: sweepone@yahoo.com
Phone: (727) 487-4284

Section 5. Non-appropriation.

All funds for payment by CITY under this Agreement 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 Agreement, CITY will terminate this Agreement, 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 Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, 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 Agreement beyond the date of termination.

Section 6. 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

By: _____
Jenni Lamb
City Manager

Date: _____

(CITY SEAL)

ATTEST: _____
Kevin McKeown, City Clerk

SWEEP ONE, LLC,
a Florida limited liability corporation

By: 
Name: Peter Vrontos
Title: manager

Date: 04-06-2026

Attachment 1 – Source Contract

Exhibit A – City of Melbourne FDOT Sweeping Map
Exhibit B – City of Melbourne Insurance Provisions

EXHIBIT A

CITY OF MELBOURNE FDOT Sweeping Map

CITY OF MELBOURNE INSURANCE PROVISIONS

A. Categories of Insurance. The CONTRACTOR shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property or other loss which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the total contract amount. Neither the CONTRACTOR nor any subcontractor shall commence work under this contract until all insurance required hereunder is obtained and approved by the CITY.

- ☒ **Workers Compensation & Employer's Liability Insurance.** The CONTRACTOR and each subcontractor shall each 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.
- ☒ **Business Automobile Liability Insurance.** The CONTRACTOR and each subcontractor shall each 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 or subcontractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR or subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.
- ☒ **Commercial General Liability Insurance.** The 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 CONTRACTOR shall require each subcontractor to maintain Subcontractor's Commercial General Liability Insurance coverage with an 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. 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.

B. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Primary Insurance: The CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Notice of Termination; Acceptability of Insurers; Verification of Coverage: Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. All insurers shall be authorized to do business in Florida and shall have an A.M. Best rating of A (or better), Class VII (or higher) or otherwise be acceptable to the CITY if not rated by A.M. Best. The CONTRACTOR shall file with the CITY and shall keep in full force and effect at all times during the term of this contract a certificate of insurance and original endorsements effecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the CITY as an additional insured including a waiver of subrogation specification

evidencing general liability, auto liability and worker's compensation coverage. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Modification of Insurance Requirements. The insurance requirements set forth herein may be increased, reduced or waived at the CITY's sole option with an appropriate adjustment to the contract price. The CITY's Director of Human Resources who is responsible for the CITY's risk management program, is authorized to modify the insurance requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	Engineering/Public Works & Utilities
Presenter:	James Ennis
Council District:	1
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.

Subject:

A professional engineering services task order with Atkins-Realis USA, Melbourne, FL for the Wickham Road & Mariah Drive Intersection Improvements Project.

Background/Consideration:

On September 26, 2023, City Council approved Ordinance 2023-28 and 2023-29, for a development project on the northeast corner of the Wickham Road and Mariah Drive intersection. At this meeting, Council heard from various residents in the Live Oak community regarding the difficulty of maneuvering through the intersection and the additional traffic that would be generated as a result of the added development. The development did not necessitate any code-required infrastructure improvements at the intersection of Wickham Road and Mariah Drive due to the existing conditions. City staff reviewed the existing conditions and determined that the safety concerns and the traffic volume issues at the intersection were partially a result of the misalignment of where Mariah Drive and Constellation Drive intersected Wickham Roadway. As a result of conversations between residents, City staff, and the developer, the developer offered to contribute to the design and construction of the improvements in the amount of \$75,000, which was noted in the October 10, 2023 City Council Meeting. After this meeting, City Council adopted intersection improvements for the Wickham Road and Mariah Drive intersection into the Fiscal Year 2025-2026 Capital Improvement Program and allocated funds to the project.

The project will provide a dedicated left turn lane by re-aligning the Mariah Drive exit and entrance serving the Live Oak subdivision to better align with the intersection. By adding a dedicated left turn lane for eastbound Mariah Drive, both left turn movements on Mariah Drive and Constellation Drive can occur simultaneously to improve the overall efficiency and safety of the intersection. An agreement with the Live Oak Homeowner's Association will be required to acquire the existing private landscaping tract along Mariah Drive and convert it into City of Melbourne right-of-way, as well as require the relocation of an entrance sign and landscaping features for the neighborhood.

The scope of services under this task order is for design only and includes survey and concept planning, utility coordination, traffic data collection, traffic analysis, existing mast arm evaluation, preparation of roadway and traffic signal plans and permitting with Brevard County and other agencies. The work will be completed within 165 days from the Notice to Proceed.

Fiscal/Budget Impact:



Project No. 64326 is adequately funded with \$75,000 from the developer and the balance using transportation impact/mobility fees.

Requested Action:

Approval of Task Order No. ATK-I-2025-002 to Atkins Realis USA, Inc., Melbourne, FL for professional engineering services for the Wickham Road & Mariah Drive Intersection Improvements, Project No. 64326, in the amount of \$138,157.

Memorandum



To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Tami Gillen, Assistant City Engineer
Date: March 31, 2026
Re: Task Order No. ATK-I-2025-002 to the Continuing Contract for Professional Engineering Services for the Wickham Road & Mariah Drive Intersection Improvements, Project No. 64326

This is a task order with Atkins Realis USA, Inc. (Atkins-Realis) for professional engineering services for Wickham Road & Mariah Drive Intersection Improvements project.

Background

On September 26, 2023, City Council approved Ordinance 2023-28 and 2023-29, for a development project on the northeast corner of the Wickham Road and Mariah Drive intersection. At this meeting Council heard from various residents in the Live Oak community regarding the difficulty in maneuvering through this intersection and the additional traffic that would be generated because of the added development.

The City contacted the County regarding the intersection to determine if there were any planned improvement projects to address the existing deficiencies. City code and state statutes did not require any infrastructure improvements from the developer as the intersection was already operating at capacity; however, the applicant voluntarily offered to financially assist with the design and construction of improvements in the amount of \$75,000.

An agreement with the Live Oak Homeowner's Association is required for a HOA owned tract that will be converted into right of way and relocation of an entrance sign and landscape relocation. City Council later adopted intersection improvements for Wickham Road and Mariah Drive intersection as part of the Fiscal Year 2025-2026 Capital Improvement Program and allocated funds into the project.

The project will provide a dedicated left turn lane by re-aligning the Mariah Drive exit and entrance drive serving the Live Oak subdivision to better align with the intersection. By adding a dedicated left turn lane for eastbound Mariah Drive, both left turn movements (Mariah Drive and Constellation Way) will be able to operate simultaneously to improve the overall efficiency and safety of the intersection.

Scope of Services

The scope of services under this task order includes survey and concept planning, utility coordination, traffic data collection, traffic analysis, existing mast arm evaluation, preparation of roadway and traffic signal plans and permitting with Brevard County Traffic Operations, as the maintaining agency for the intersection.

In coordination with County staff, current pedestrian accommodations were identified as being compliant with ADA standards and are not necessary to be included in the project scope.

Compensation and Schedule

The work will be completed within 165 days from the Notice to Proceed. The fee for the scope of services shall not exceed \$138,157.

Funding Considerations

Project No. 64326 is adequately funded.

Recommendation

Recommendation to approve Task Order No. ATK-I-2025-002 to Atkins Realis USA, Inc., Melbourne, FL for professional engineering services for the Wickham Road & Mariah Drive Intersection Improvements, Project No. 64326, in the amount of \$138,157.

Attachment: Task Order No. ATK-I-2025-002

Cc: Kacie Black, Engineering Contracts Manager

TASK ORDER NO. ATK-I-2025-002

PROJECT NO. TBD
CITY PROJECT NO. 64326

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
AtkinsRéalis USA Inc.

This Task Order made and entered into this ____ day of _____, 2026 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES-**INFRASTRUCTURE**, dated November 25, 2025 by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and AtkinsRéalis USA Inc., of Melbourne, 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 **WICKHAM RD & MARIAH DR INTERSECTION IMPROVEMENTS**, 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-**INFRASTRUCTURE** 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 **165** 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 \$ **138,157.00** 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-**INFRASTRUCTURE**. 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-**INFRASTRUCTURE**.

All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **INFRASTRUCTURE**, 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- **INFRASTRUCTURE**.

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 Engineer

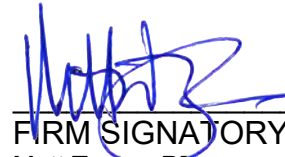
CITY OF MELBOURNE, FLORIDA
Acting by and through its City Council

Jenni Lamb, P.E. City Manager

Attest:

Kevin McKeown, City Clerk

CONSULTANT



FIRM SIGNATORY
Matt Taylor, PE
Vice President

**EXHIBIT A****Scope of Services****Wickham Rd & Mariah Dr Intersection Improvements****Task Order No. ATK-I-2025-002****March 27, 2026****PROJECT DESCRIPTION**

The City of Melbourne (City) requests a proposal for professional engineering services to address traffic safety concerns at the Wickham Rd and Maria Dr intersection. The City seeks to address motorist left turn safety issues by re-aligning the Mariah Dr exit and entrance drive serving the Live Oak subdivision. AtkinsRéalis (Engineer) will provide survey, traffic engineering, traffic signal and structural analysis and provide roadway and traffic signalization plans for the proposed intersection improvements as described in further detail below.

SCOPE OF SERVICES

Engineer will provide the following services:

Task 1 –Survey & Concept PlanningSurvey:

The Engineer will engage a surveyor to provide a specific survey of the project area, focusing on the Mariah Drive leg of the intersection. Above ground improvements and pavement marking on the Wickham Rd and Constellation Dr legs will be located and depicted, but topographic information on those legs of the intersection will not be collected. Right of way information will be based on public right of way maps.

This task includes creating a sketch and description of the relocated landscape tracks “F” and “G” for use by the City in future title work and/or plat adjustments. Title searches, plat amendments are not included in this scope of work.

Concept Plan:

A concept plan, based on aerial imagery will be developed to depict the proposed roadway modifications at the intersection, in general shifting the travel lanes to the south to better align with the opposite drive (Constellation Drive) and allow space for the new left turn lane. The concept plan will show the general locations and nature of the proposed traffic signal improvements.

Utility Coordination:

Utility providers will be contacted to request information on existing facilities located within the project area. Information received will be provided to the surveyor for depiction on the survey or construction plans.

Traffic Data:

Traffic data, consisting of daily, hourly, and movement counts, will be collected at Wickham Road and Mariah Drive. The traffic data will be obtained from Brevard County's automated traffic volume count technology.

Traffic Analysis:

Using the traffic volume data, existing year traffic operations of the intersection will be evaluated using methodologies of the Highway Capacity Manual and performed using the Synchro analysis software suite. Existing conditions analysis will serve as a baseline for current operations and will be used to evaluate the proposed intersection improvements. Traffic volumes will be adjusted for seasonal fluctuations in demand using Countywide adjustment factors published by FDOT.

Documentation of traffic analysis will include existing and design year volume tables, summary of operational analysis (metrics reported in Level of Service and Delay), and analysis output tables from Synchro analysis. A historical crash review will be performed to identify patterns and trends in crashes that may be addressed with the intersection improvements. Analysis will include an estimate of future year predicted crash frequencies and improved safety metrics based on published crash modification factors. Documentation of the safety analysis will include trends, statistics, maps, and predicted crash estimates.

Existing mast arm evaluation:

The existing mast arm will be evaluated to determine the feasibility of the proposed modifications in accordance with the requirements in FDM Section 261.8 "Evaluation of Existing Ancillary Structures". The evaluation will consist of the following:

- Review of available documents provided by Brevard County Traffic Operations (design plans, as-built plans, geotechnical reports, and mast arm inspection reports).
- Perform a condition evaluation that will consist of a ground level field inspection for verification of current signal and sign configuration and to identify any readily visible damage, corrosion or missing components that may reduce the capacity of the mast arm.
- Compare results of any visually observed issues against the latest mast arm inspection report and advise Brevard County/FDOT of any discrepancies or major deficiencies found, specifically, Brevard County Traffic Ops Engineer, Corrina Gumm, FDOT D5 Bridge Inspection, Douglas Shockley and FDOT D5 TSM&O Engineer, Tricia Ballard.
- Conduct a preliminary structural analysis to determine the level of stress in the arm generated by the proposed modifications and determine if a detailed structural analysis is required.
- Perform a detailed structural analysis, if required, and provide recommendations for the implementation of the proposed modifications.

The results of the existing mast arm evaluation will be used to prepare an Ancillary Structures Report per FDM 261.8.4, where the results of the condition evaluation, detailed structural analysis and recommendations will be documented.

Deliverables, Meetings and coordination:

The results of the concept planning phase will be provided to the City in a memo format with accompanying concept plan for review by the City and for coordination purposes with Brevard County. This task includes two coordination meetings with Brevard County Traffic Operations (BCTO) on the

traffic signal and one review meeting with city staff. The City's project manager will be copied on all correspondence. The information obtained in this task will be used for Task 2 - Roadway and Traffic Signal Plans.

Task 2 – Roadway and Traffic Signal Plans

Roadway Plans:

Based on the concept plan approved by the City and the results of the traffic and structural analysis, the Engineer will prepare Roadway and Traffic Signal Plans. The construction documents will generally follow Florida Department of Transportation Plan Production Manual, referencing applicable FDOT Standard Plans and City of Melbourne details. It is anticipated that information typically shown on separate plan sections may be combined to provide an efficient plan set. Applicable specifications and notes will be included in the construction plan set; a separate specification package is not included. A typical section at the landscape island will be provided. However, cross sections at regular station intervals are not expected to be needed and are not included.

This task includes:

- developing two cost estimates at the 90% and 100% phase,
- two plan review meetings at the 90% and 100% phase with city staff,
- two separate meetings with Brevard County Traffic Operations (BCTO).

Traffic Signal Plans:

The Engineer will develop signal plan sheets to identify the required signal improvements for this project. The plan sheets will be presented within the overall roadway plan set rather than within a component signalization plan set. Preliminary research for this project has identified that the only impact to the existing signal system is related to the new lane configuration on the east leg of the intersection. As built information obtained by the team indicates that the existing mast arm on the northwest corner of the intersection was designed to include a third head as will be needed with the new lane configuration on the east leg. For consistency through the intersection, a third signal head will also be added to the mast arm on the southeast corner. A structural analysis will confirm whether there is a structural concern with either pole due to the new head configuration, however, this scope and fee estimate assumes that new mast arms and poles are not needed. Therefore, the signalization plans will show the new signal head locations on the northwest and southeast corner mast arms as well as any required wiring that is necessary for the signals to function properly in the new configuration. It is anticipated that no pedestrian accommodations will be adjusted or replaced as part of this work. Since new poles and mast arms are not anticipated, there is no need to include geotechnical or subsurface utility excavation work related to the signal design as part of this scope of work.

The signal design will follow the same schedule and deliverable plan as the roadway work by preparing and submitting the design at the 90% and 100% levels along with the appropriate quantities and costs for the signal components included in the estimates at each stage. Signal design staff will be available to attend two plan review meetings and two additional meetings with BCTO to help address comments and coordinate the design.

Permitting:

This task includes permitting support through Brevard County as the maintaining agency for the intersection. A Brevard County right of way permit will be required for the traffic signal modifications. The Engineer will provide plans to Brevard County Public Works/Engineering for staff review, and it is anticipated that plan review will be limited to BCTO and two rounds of comments due to the nature of the proposed improvements.

The Engineer will prepare and submit a request to St. Johns River Water Management District (SJRWMD) for a Permit Exemption under F.A.C. Chapter 62-330.05 Exempt Activities (4)(c)4.b. (turn lanes and other safety-related intersection improvements

ASSUMPTIONS AND EXCLUSIONS

1. Brevard County will provide Engineer with any available plans, as-builts, or other such information pertaining to the project area. It is assumed traffic count data and traffic signal design documents will be available from the County.
2. Approval of this scope of services assumes an implied authorization from the City to access the project area and contact jurisdictional agencies to obtain information related to the project.
3. Based on our 3/27/2026 meeting with City engineering and BCTO staff, the existing curb ramps and east side ped pushbuttons meet ADA and MUTCD standards. The west side pushbuttons will be adjusted by BCTO and this work is not included in this scope of services.
4. The following are not included in this scope of services:
 - i. Permitting through Brevard County Public Works/Engineering other than review of the traffic signal modifications by Brevard County Traffic Operations.
 - ii. Permitting through SJRWMD other than stated in the scope of services.
 - iii. Mast arm structural design.
 - iv. Re-design and upgrade of the traffic signal equipment to current County standards.
 - v. Subsurface geotechnical investigations,
 - vi. Subsurface Utility Engineering (SUE), (including soft digs and utility locates) and Utility coordination meetings.
 - vii. Separate specification package.
 - viii. Roadway, curb, sidewalk profiles. Drainage design, lane spread calculations.
 - ix. Re-platting, easements, public meetings, title searches.
 - x. Bidding, post design services, construction engineering & inspection, and construction administration services. These services may be provided under a change order or new task order.
5. It is assumed that the western limits of construction for the roadway portion is the east line of the existing northbound special emphasis crosswalk pavement marking. Pavement markings that are not located within the project area are not included in this scope of services.
6. It is assumed that traffic signal improvement analysis is limited to the realignment of Mariah Drive as stated in the scope of services.
7. Improvements to the existing pedestrian signals and intersection lighting, curb ramps, are not included in this scope of services.

8. It is assumed that there will be no modifications to the existing stormsewer and stormwater management system and that utility relocations will not be required.
9. Design and reconstruction of the entrance feature, including landscaping, irrigation, and signage is not included in this scope of services.
10. Application fees, impact fees and any other fees required by regulatory agencies are considered a direct expense to the City.

SCHEDULE AND DELIVERABLES

The following is the anticipated schedule:

- Survey; 60 days from NTP
- Concept plan and memorandum summarizing the traffic analysis, intersection modifications, proposed traffic signal modifications, mast arm inspection report, and preliminary mast arm analysis; 60 days from receipt of the notice to proceed.
- 90% Roadway and Traffic Signal Plans and Cost Estimate; 60 days from concept plan approval and completion of survey.
- 100% Roadway and Traffic Signal Plans and cost estimate; 45 days from receipt of 90% review comments and coordination meetings with BCTO.

PROJECT COMPENSATION

The proposed scope of services will be provided on a lump sum basis administered pursuant to the provisions of our master contract dated November 25, 2025, and invoiced monthly based on the percentage of completion for each task.

Scope Item Task	Total Fee
Task 1: Survey & Concept Planning	\$ 50,591.00
Task 2: Roadway and Traffic Signal Plans	\$ 87,566.00
Total	\$138,157.00



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	3
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.13.

Subject:

A resolution adopting the honorary street name of "Ms. Dot Linson Circle" on a public street named Colbert Circle.

Background/Consideration:

On March 24, 2026, City Council provided consensus and direction to staff to prepare a resolution to adopt the honorary street name "Ms. Dot Linson Circle" for the public street known as "Colbert Circle" located east of Lipscomb Street and north of E. University Boulevard. City Council indicated that the honorarium is in recognition of Ms. Dorothy "Dot" Ann Linson's longtime dedication to community service, in excess of 25 years, and giving to others.

Staff has reviewed Council's honorary naming request consistent with the criteria set forth in City Code Section 52-6 (b) (2) and found that the proposed honorary street name meets all the necessary criteria for approval and should have minimal public impact.

Fiscal/Budget Impact:

The cost of the signage and background check is approximately \$250.00.

Requested Action:

Approval of Resolution No. 4414.

Memorandum

To: Jenni Lamb, City Manager
Thru: Joan Junkala-Brown, Deputy City Manager
Thru: James Ennis, City Engineer
From: Barry Baldwin, Engineering Technician
Date: April 7, 2026
Re: Honorary Street name “Ms. Dot Linson Circle” for the Public Street known as “Colbert Circle”

On March 24, 2026, City Council provided consensus and direction to staff to prepare a resolution adopting the honorary street name “Ms. Dot Linson Circle” for the public street known as “Colbert Circle” located east of Lipscomb Street and north of E University Boulevard. City Council indicated that the honorarium is in recognition of Ms. Dorothy “Dot” Ann Linson’s longtime dedication to community service, in excess of 25 years, and giving to others.

Section 52-6 (b) of the City Code defines the procedure for initiating an honorary street name. The application for this request having been created by consensus of Council was reviewed following the criteria set forth in Section 52-6 (b) (2):

(2) The following criteria shall be used by the city manager, or designee, to evaluate the honorary naming:

- a. The honorary name of a city street shall not prove disruptive or adverse to the ability of emergency services, including police, fire, paramedic, ambulance services, and the county’s 911 system, to respond to an emergency involving the life, safety, or health of any person.

Review: The proposed honorary name will not prove disruptive to emergency services as it is a secondary name that shall not affect the address of, or access to any residence or business.

- b. The cost that the naming will have on any other person that is or could be materially affected by the name change.

Review: There is no direct cost to any other person as the proposed name is honorary and shall not affect the address of or access to any residence or business.

- c. Use of recognized geographic names.

Review: This section does not apply.

- d. Use of natural historic features.

Review: This section does not apply.

- e. Cultural or historic significance to the city or surrounding neighborhood.

Review: Ms. Dot Linson worked for the City of Melbourne for 34 years. Following retirement, Ms. Dot continued to serve the Melbourne community through food, fellowship, and faith. She has prepared and delivered meals for local children through the Read and Feed Summer Program for 15 years. Ms. Linson co-founded Club Esteem in Melbourne in 1995. Finally, Ms. Dot has hosted an annual Thanksgiving Luncheon, a tradition she started in 1999.

- f. Preference to names of long-established local usage and names lend dignity to the street.

Review: This section does not apply.

- g. When naming for a person:

- 1. A biography and other relevant background information must be included.

Review: A biography for Ms. Dot Linson is included.

- 2. The person must have achieved prominence as a result of his or her significant, positive contribution to the United States, state, and/or to the local community.

Review: Ms. Dot Linson meets this criterion.

- 3. The person must have been deceased for at least five years.

Review: This criterion is not applicable as Council provided consensus to honor a living person.

- 4. The person must not have been convicted of any felony or crime involving moral turpitude or had pending charges at the time of his or her death as verified by staff by performing a background check through the state department of law enforcement.

Review: A background check has been completed with no such convictions, charges, or crimes.

- 5. If naming for a living person, the person must have made significant contributions to the community for a period of greater than 25 years.

Review: Ms. Dot Linson meets this criterion as evidenced by her biography.

- 6. The person may not be a current city council member or city employee.

Review: Ms. Dot Linson meets this criterion.

- 7. The person may have made a significant financial contribution to the city.

Review: Ms. Dot Linson meets this criterion as evidenced by her biography.

Summary: Staff review indicates the proposed honorary street name meets all of the necessary criteria above for approval and shall have minimal public impact.

Recommendation

Per City Council direction, staff has completed the application review for the above honorary street naming following the criteria contained in Section 52-6 (b) (2) of City Code and is recommending approval.

Attachments:

Biography

Location Map

Resolution

Resolution Exhibit

Cc: Adam Conley, City Attorney
Kevin McKeown, City Clerk
Will Jessel, Signage Services Supervisor

Dorothy Ann “Ms. Dot” Linson

A Lifetime of Faith, Service, and Community Care

Dorothy Ann Linson, affectionately known throughout the community as *Ms. Dot*, was born on October 31, 1938, in Lafayette, Alabama, to Marion and Carrie Lou King. Raised in a family of sharecroppers, Ms. Dot experienced hardship early in life. There were many days when food was scarce, yet even as a child, she held tightly to a dream rooted in faith: *“When I get grown, I will get a job and have plenty of food to eat.”*

In 1959, guided by her brother J.C., Ms. Dot moved to Melbourne, Florida, where she began a new chapter filled with hard work, family, and service. Determined to build a better life, she brought her parents and younger siblings from Alabama and ensured that each had a home of their own. This early act of leadership and love set the tone for a lifetime devoted to helping others.

Ms. Dot worked for the **City of Melbourne for 34 years**, retiring as a **Senior Supervisor**. Her leadership and compassion helped shape the city’s community programs, especially those focused on youth and seniors. After retirement, rather than slowing down, she dedicated herself even more to serving others, particularly through food, fellowship, and faith.

For over **15 years**, Ms. Dot has spent her summers cooking hot meals for local children, ensuring that no child goes hungry when school is out. She prepares and delivers hundreds of meals each year through the **Read and Feed Summer Program** in Melbourne and Palm Bay. Her kitchen has also become a place of comfort for grieving families, and she continues to donate food, clothing, and school supplies to families in need.

Her legacy extends far beyond the kitchen. Ms. Dot co-founded **Club Esteem** in 1995 alongside Mrs. Gladys Williams, a program designed to build self-confidence in young people, teach them about Black history, and expose them to future career paths. She also established a **senior citizens’ group** at the Lipscomb Street Community Center, where participants shared talents, created crafts, and sewed handmade stockings and lap quilts for deployed servicemembers.

One of her most beloved contributions is the **annual Thanksgiving Luncheon**, a community tradition she started in 1999. What began as a simple meal prepared by her sewing and cooking classes has become a cherished gathering for the entire neighborhood. Each year, Ms. Dot and her family prepare a home-cooked feast that brings people of all ages together to celebrate gratitude and fellowship.

Ms. Dot continues to play an active role in community events, including **National Night Out**, where she personally oversees the preparation and distribution of hundreds of hot meals. As a dedicated member of the **Cocoa-Brevard Chapter of Top Ladies of Distinction, Inc.**, she has contributed to major service initiatives such as the *Keep Brevard Beautiful Trash Bash*, *Making Strides Against Breast Cancer*, and the *March of Dimes Walk for Babies*.

Through every act of service, Ms. Dot has lived by a simple and powerful principle: *no child should ever go to bed hungry*. She often reaches into her own pocket to make sure there's enough food for everyone.

At 86 years old, Ms. Dot's compassion, humility, and tireless dedication have touched generations. Her legacy is one of faith, perseverance, and boundless generosity, a living testament to what one person can accomplish when they serve with love.

As she often says, "*God is pleased with the work I have done.*" And indeed, so is her community.



RESOLUTION NO. 4414

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA AUTHORIZING THE USE OF THE HONORARY NAME "MS. DOT LINSON CIRCLE" AS THE HONORARY STREET NAME FOR COLBERT CIRCLE, LOCATED EAST OF LIPSCOMB STREET AND NORTH OF EAST UNIVERSITY BOULEVARD IN TOWNSHIP 28 SOUTH, RANGE 37 EAST, SECTION 11, IN HONOR OF MS. DOROTHY ANN LINSON; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, Section 52-6, Melbourne City Code, provides a process where the City Council may initiate the honorary naming of a public street by vote; and

WHEREAS, the City Council has voted to adopt a resolution authorizing an honorary street name in recognition of the dedication of Ms. Linson to community service.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That "Ms. Dot Linson Circle" shall be the honorary name for a certain public street known as Colbert Circle in the City of Melbourne, as shown on the map attached as "Exhibit A", located east of Lipscomb Street and north of E University Boulevard in Township 28 South, Range 37 East, Section 11.

SECTION 2. That this honorary street name shall be a commemorative secondary name only and shall in no way affect the official street name.

SECTION 3. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 4. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2026.

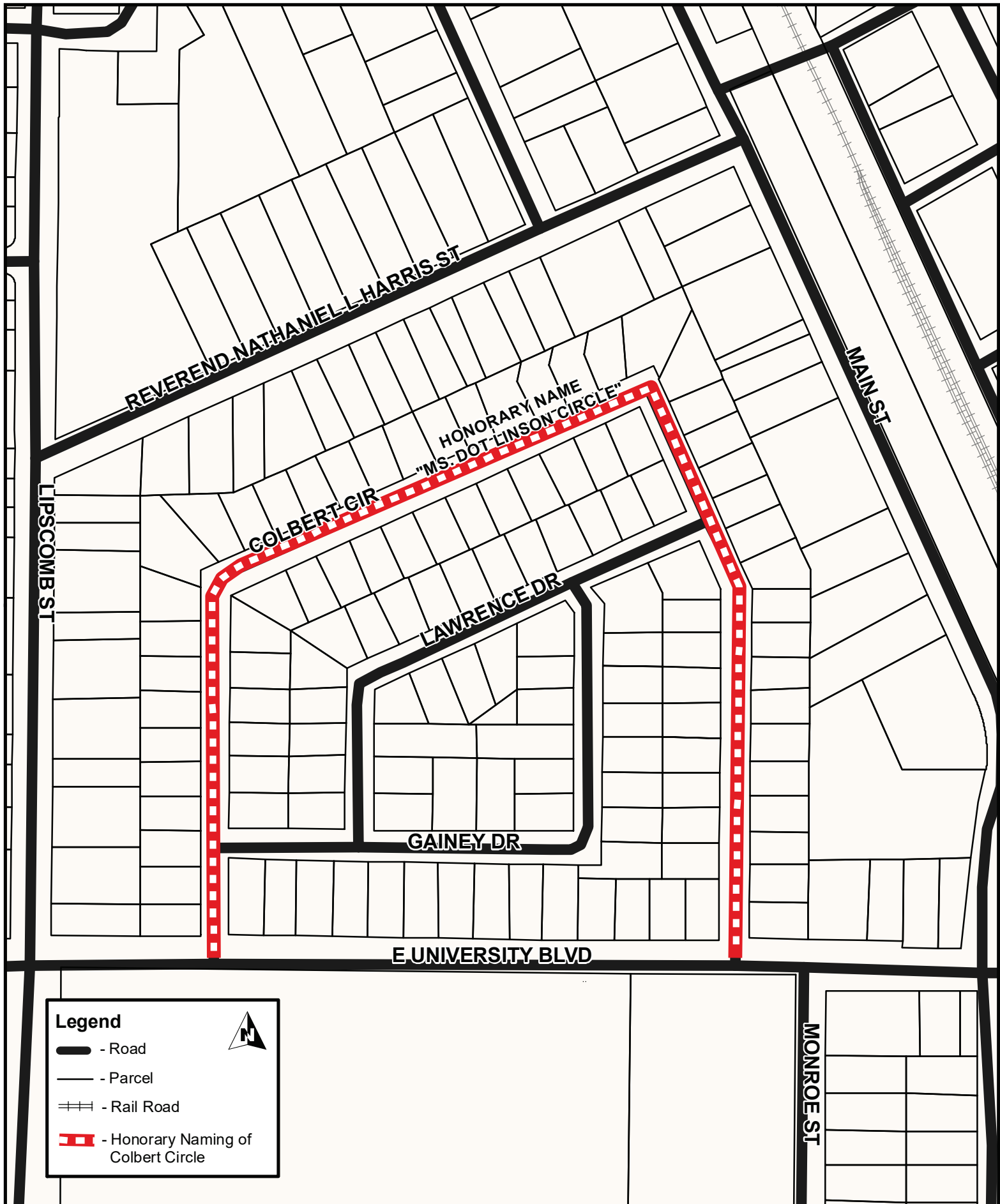
BY: _____
Paul Alfrey, Mayor

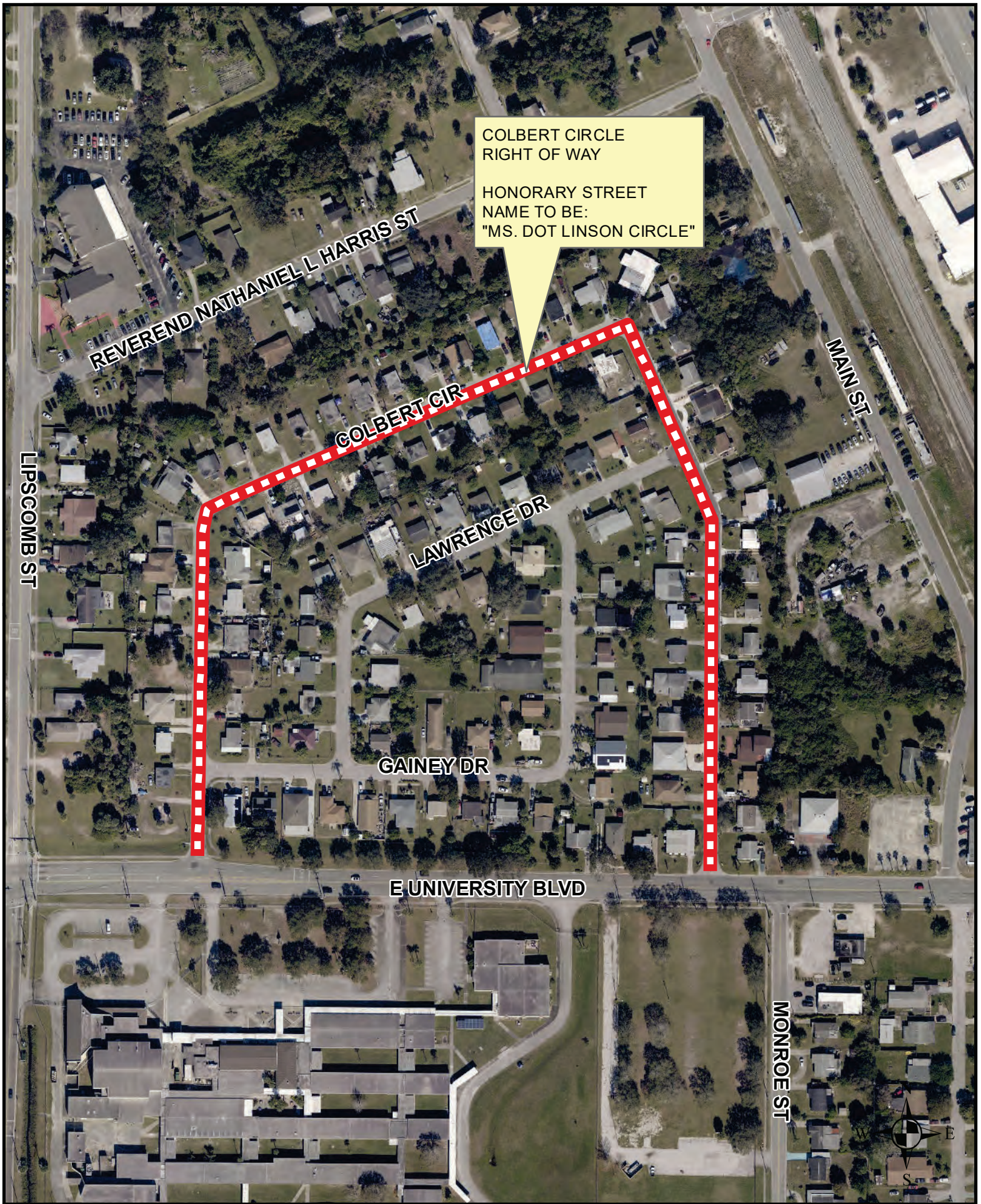
ATTEST: _____
Kevin Mckeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A – Location Map

Resolution No. XXXX







Melbourne City Council
April 14, 2026
City Manager's Item Report

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

Subject:

Consent Agenda

Background/Consideration:

- a. Swimming Pool Use Agreements between the City of Melbourne and five (5) public high schools of the School Board of Brevard County for use of City pools by public school swim teams.
- b. Third Extension to Interlocal Agreement between the City of Melbourne and the City of Palm Bay to provide pool usage for Red Cross Lifeguard Instructor Training at the Palm Bay Aquatic Center, 120 Malabar Road SE, Palm Bay, FL.
- c. Renewal of the Property & Casualty and Workers' Compensation Insurance Program — annual cost of \$4,805,217.86 for Fiscal Year 2026.
- d. Memorandum of Understanding between the City of Melbourne and the School Board of Brevard County for School Resource Officers for the 2026-2027 school year (July 1, 2026 to June 30, 2027) with the initial placement of six (6) School Resource Officers, and the flexibility to add additional School Resource Officers if staffing allows, at a flat fee of \$77,000 per officer.
- e. Renewal of VMware vSphere Foundation License and Maintenance for a three-year period for the Information Technology Department, SHI, Inc., Somerset, NJ - annual cost \$162,005.15; total cost of contract \$486,015.45.
- f. Renewal of Omnisys Horizon Upgrade License and Maintenance for the Information Technology Department for a one-year period, SHI, Inc., Somerset, NJ - \$114,990.02.
- g. Utilization of contract pricing for water main deflections for the Water Distribution Division, Concurrent Utility Services, LLC, Rockledge, FL - estimated annual spend \$600,000.
- h. Purchase of Municipal Impact Fee Consultant Services, Raftelis Financial Consultants, Inc., Maitland, FL - amount not to exceed \$134,000.

- i. **Resolution No. 4415:** A resolution authorizing the City Manager to submit a grant application to the U.S. Department of Justice, Office of Justice Programs, for 2025 Edward Byrne Memorial Justice Assistance Grant funding in the amount \$60,853 for the purchase of law enforcement equipment.
- j. **Resolution No. 4416:** A resolution authorizing the City Manager to submit a grant application to the Florida Department of Environmental Protection Volkswagen Settlement Diesel Emission Mitigation Program – Class 8 Municipal Service Trucks and Port Drayage Trucks funding.



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	Parks & Recreation
Presenter:	Nikki Caldwell
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.a.

Subject:

Agreements between the City of Melbourne and the School Board of Brevard County for swimming pool use.

Background/Consideration:

Several schools in Melbourne and the surrounding areas have utilized City of Melbourne pools for swim team practices and competitions. An agreement with Brevard County Public Schools is required for rental and use of the pools by each school due to indemnification requirements. The City has previously entered into agreements with Eau Gallie High School, Melbourne High School, Viera High School, West Shore Junior/Senior High School, and Palm Bay High School. The schools have been utilizing the pools for the last 15+ years and have provided safe and fun swimming opportunities for their teams. The schools wish to continue the use of the pools. The Agreement for each school is attached and provides that the school is authorized for the use of three (3) City pools during the months of August through November of 2026.

Other swim teams, such as private schools or private teams, will also be able to reserve the use of City pools through execution of the standardized Swimming Pool Use Agreement already in place through the Parks and Recreation Department; however, no agreement with a private school is attached at this time.

Fiscal/Budget Impact:

Per the attached agreements, public school swim teams are charged \$24 per hour from August through October and \$36 per hour during the month of November.

Requested Action:

Approval of Swimming Pool Use Agreements between the City of Melbourne and the School Board of Brevard County for Eau Gallie High School, Melbourne High School, Viera High School, West Shore Junior/Senior High School, and Palm Bay High School; and authorization for the City Manager to execute such agreements.



City of Melbourne
SWIMMING POOL USE AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2026, by and between THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, hereinafter called the CITY, and **The School Board of Brevard County Florida (Viera High School)**, hereinafter called the USER, for use of the CITY swimming pools located at

Sherwood Pool 2479 Post Road Melbourne, FL 32935 (POOL)

Fee Pool 114 E. Fee Ave. Melbourne, FL 32901 (POOL)

Eddie Lee Taylor, Sr. 3400 Monroe St. Melbourne, FL 32901 (POOL)

WHEREAS, User desires to use the aforementioned swimming pool for a period of agreed upon days/times with school swim team coach and Recreation Manager at any of the City's 3 Pools. From August 3 thru November 8, 2026. (LENGTH OF TIME) for purposes of Viera High School swim team activities; and

WHEREAS, the CITY finds and determines that said additional use will not interfere with the CITY'S program and is in the best interest of the community.

NOW THEREFORE, for and in consideration of \$24.00 Per Hour for August 3 – October 31, 2026 and \$36.00 Per Hour for November 1 – 8, 2026 plus the mutual covenant hereinafter set forth between the parties hereto, the CITY does hereby grant an exclusive use of said pool to the USER for available time for use of the aforementioned swimming pool upon the following terms and conditions;

1. Said Agreement shall be for a period of three (3) months from August 3, 2026 up to and including November 8, 2026.
2. *USER shall pay the monthly payments to the City of Melbourne, Florida within the first ten (10) working days (Monday ~ Friday) of each month.* Checks drawn by the USER for the above payment shall be payable to the City of Melbourne. Along with the above payment the USER will supply, each month, to the City, a list of swim team members and the City in which they reside.
3. USER hereby agrees to use the swimming pool for normal swim team activities consistent with the CITY policy and all applicable rules, and regulations. USER acknowledges receipt and acceptance of such CITY policy, rules and regulations.
4. User and City acknowledge that each entity is an agency or subdivision of the state of Florida. To the extent permitted in Florida Statue 768.28 (19), USER shall

indemnify, defend, and hold harmless and free from liability, the CITY, its officers, agents or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the use of said swimming pool except to the extent caused by the sole negligence of the CITY. Nothing herein is intended to waive the rights, privileges, and immunities, or the sovereign immunity of the USER or the CITY except to the extent waived by §768.28, Florida Statutes.

5. User agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. User will make no use of the Facility or conduct any activity that will unreasonably interfere or detract from the general public's enjoyment of the recreational facilities. User agrees that its use of the Facility will comply with all applicable federal, state, and local laws and regulations. No swim lessons will be conducted on site and there will be no use of the Facility for open swim, the only use will be of the lap lane areas. There will be no use of the slide at any pool.
6. The USER agrees to leaving the facility and the area adjacent thereto clean, orderly and free and clear of any clothing, obstruction, rubbish, or litter. The USER will be responsible for any and all property damage that occurs because of the actions of the user or agents. The USER agrees that they will not enter the pump room at any time or add any chemicals to any pool.
7. USER shall provide certified supervision and safety personnel during the contracted times. The pool and teams must be supervised by a certified lifeguard and/or coach at all times in accordance with your state/national governing agency. All certifications must be on file with the Recreation Department before use period begins.
8. That this Use Agreement shall not be assigned, transferred, or delegated without the written permission of the CITY.
9. City owned equipment may not be removed from the Facility without permission. City water may not be run into the swimming pool for any reason. User agrees that the City of Melbourne is not responsible for any items of the User or its guests, workers, invitees, or volunteers that are damaged, lost, or stolen at the Facility.
10. The CITY shall have the right to terminate this Agreement at any time with at least thirty (30) days prior notice of its intention to terminate.
11. The CITY reserves the right to allow other USERS use of the pool for available swimming time that shall not be in conflict with any previously established swimming schedule.
12. USER agrees to furnish the CITY a schedule of use, which shall be coordinated and integrated with the CITY swimming programs and all other users of said pool, and that said schedule should become a part of this Agreement. The USER will also

- provide a monthly list of all practices held on site with the number of attendees each day by the 2nd day of the following month. All practice cancellations must be given, at minimum, 24 hours in advance or you will be charged for that day.
13. USER shall keep ALL "STORAGE" areas clean, and in safe condition. There will be no storage of ANY item at any pool without the written permission of the City of Melbourne Recreation Manager or Recreation Superintendent.
 14. User shall at the end of each usage of said swimming pool leave the swimming pool and surrounding vicinity in as good a condition as it was received, reasonable wear and tear excepted. Staff must wait for all swimmers to be picked up before leaving the Facility. All doors and padlocks must be locked.
 15. The CITY has designated the RECREATION SUPERINTENDENT, RECREATION SUPERVISOR in charge of AQUATICS as the POOL MANAGER for the purpose of coordinating with the USER the following salient points of the Use Agreement:
 - a. Coordinate and integrate all USER'S schedules with CITY'S swimming program and other bona fide users of said swimming pool.
 - b. Coordinate CITY'S activities, which shall take priority over all USER'S special events such as swim meets, pool parties, etc. Provide the USER, within a reasonable time, the coordinated schedule as developed and all changes to said schedule as may be required from time to time.
 16. The RECREATION SUPERINTENDENT shall verify charges to USER. (\$24 per hour August 3-October 31 and \$36 per hour November 1 - 8)
 17. The user will furnish a set of keys to all locks, used at the facility, by the user. A \$50 per key refundable deposit is expected at time of key pickup; payable by personal check or business check. Keys will be checked out at the designated office during the two (2) business days before the Use Date, and will be returned within the two (2) business days after the Use period. The deposit will be returned when the key(s) are returned otherwise the key deposit will be deposited. Keys can only be used by person that signed out the key with the Recreation Department.
 18. If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict- therewith and shall be deemed to be modified to conform with such statute or rule of law.



City of Melbourne SWIMMING POOL USE AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2026, by and between THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, hereinafter called the CITY, and **The School Board of Brevard County Florida (Eau Gallie High School)**, hereinafter called the USER, for use of the CITY swimming pools located at

Sherwood Pool 2479 Post Road Melbourne, FL 32935 (POOL)

Fee Pool 114 E. Fee Ave. Melbourne, FL 32901 (POOL)

Eddie Lee Taylor, Sr. 3400 Monroe St. Melbourne, FL 32901 (POOL)

WHEREAS, User desires to use the aforementioned swimming pool for a period of agreed upon days/times with school swim team coach and Recreation Manager at any of the City's 3 Pools. From August 3 thru November 8, 2026. (LENGTH OF TIME) for purposes of Eau Gallie High School swim team activities; and

WHEREAS, the CITY finds and determines that said additional use will not interfere with the CITY'S program and is in the best interest of the community.

NOW THEREFORE, for and in consideration of \$24.00 Per Hour for August 3 – October 31, 2026 and \$36.00 Per Hour for November 1 – 8, 2026 plus the mutual covenant hereinafter set forth between the parties hereto, the CITY does hereby grant an exclusive use of said pool to the USER for available time for use of the aforementioned swimming pool upon the following terms and conditions;

1. Said Agreement shall be for a period of three (3) months from August 3, 2026 up to and including November 9, 2026.
2. *USER shall pay the monthly payments to the City of Melbourne, Florida within the first ten (10) working days (Monday ~ Friday) of each month.* Checks drawn by the USER for the above payment shall be payable to the City of Melbourne. Along with the above payment the USER will supply, each month, to the City, a list of swim team members and the City in which they reside.
3. USER hereby agrees to use the swimming pool for normal swim team activities consistent with the CITY policy and all applicable rules, and regulations. USER acknowledges receipt and acceptance of such CITY policy, rules and regulations.
4. User and City acknowledge that each entity is an agency or subdivision of the state of Florida. To the extent permitted in Florida Statue 768.28 (19), USER shall

indemnify, defend, and hold harmless and free from liability, the CITY, its officers, agents or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the use of said swimming pool except to the extent caused by the sole negligence of the CITY. Nothing herein is intended to waive the rights, privileges, and immunities, or the sovereign immunity of the USER or the CITY except to the extent waived by §768.28, Florida Statutes.

5. User agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. User will make no use of the Facility or conduct any activity that will unreasonably interfere or detract from the general public's enjoyment of the recreational facilities. User agrees that its use of the Facility will comply with all applicable federal, state, and local laws and regulations. No swim lessons will be conducted on site and there will be no use of the Facility for open swim, the only use will be of the lap lane areas. There will be no use of the slide at any pool.
6. The USER agrees to leaving the facility and the area adjacent thereto clean, orderly and free and clear of any clothing, obstruction, rubbish, or litter. The USER will be responsible for any and all property damage that occurs because of the actions of the user or agents. The USER agrees that they will not enter the pump room at any time or add any chemicals to any pool.
7. USER shall provide certified supervision and safety personnel during the contracted times. The pool and teams must be supervised by a certified lifeguard and/or coach at all times in accordance with your state/national governing agency. All certifications must be on file with the Recreation Department before use period begins.
8. That this Use Agreement shall not be assigned, transferred, or delegated without the written permission of the CITY.
9. City owned equipment may not be removed from the Facility without permission. City water may not be run into the swimming pool for any reason. User agrees that the City of Melbourne is not responsible for any items of the User or its guests, workers, invitees, or volunteers that are damaged, lost, or stolen at the Facility.
10. The CITY shall have the right to terminate this Agreement at any time with at least thirty (30) days prior notice of its intention to terminate.
11. The CITY reserves the right to allow other USERS use of the pool for available swimming time that shall not be in conflict with any previously established swimming schedule.
12. USER agrees to furnish the CITY a schedule of use, which shall be coordinated and integrated with the CITY swimming programs and all other users of said pool, and that said schedule should become a part of this Agreement. The USER will also

provide a monthly list of all practices held on site with the number of attendees each day by the 2nd day of the following month. All practice cancellations must be given, at minimum, 24 hours in advance or you will be charged for that day.

13. USER shall keep ALL "STORAGE" areas clean, and in safe condition. There will be no storage of ANY item at any pool without the written permission of the City of Melbourne Recreation Manager or Recreation Superintendent.
14. User shall at the end of each usage of said swimming pool leave the swimming pool and surrounding vicinity in as good a condition as it was received, reasonable wear and tear excepted. Staff must wait for all swimmers to be picked up before leaving the Facility. All doors and padlocks must be locked.
15. The CITY has designated the RECREATION SUPERINTENDENT, RECREATION SUPERVISOR in charge of AQUATICS as the POOL MANAGER for the purpose of coordinating with the USER the following salient points of the Use Agreement:
 - a. Coordinate and integrate all USER'S schedules with CITY'S swimming program and other bona fide users of said swimming pool.
 - b. Coordinate CITY'S activities, which shall take priority over all USER'S special events such as swim meets, pool parties, etc. Provide the USER, within a reasonable time, the coordinated schedule as developed and all changes to said schedule as may be required from time to time.
16. The RECREATION SUPERINTENDENT shall verify charges to USER. (\$24 per hour August 3-October 31 and \$36 per hour November 1 - 8
17. The user will furnish a set of keys to all locks, used at the facility, by the user. A \$50 per key refundable deposit is expected at time of key pickup; payable by personal check or business check. Keys will be checked out at the designated office during the two (2) business days before the Use Date, and will be returned within the two (2) business days after the Use period. The deposit will be returned when the key(s) are returned otherwise the key deposit will be deposited. Keys can only be used by person that signed out the key with the Recreation Department.
18. If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict- therewith and shall be deemed to be modified to conform with such statute or rule of law.

Scheduled periods of use: **The “User” will schedule times and the “User” will supply a copy of the schedule to the Recreation Superintendent, subject to the approval of the Recreation Superintendent. Any changes to the schedule, after supplied, must be approved, in advance, by the Recreation Superintendent.**

NOTICE OF VIOLATION

If, in the opinion of the City or the duly authorized representative therefore, the USER is in violation of any terms and provisions of this Agreement, written notice therefor shall be provided to the USER. Failure to correct said violation within the time specified in said notice of the violation shall result in the immediate termination of this Agreement without further notice to User.

IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be executed by their duly authorized officers and agents the day and year first written above.

USER:

CITY OF MELBOURNE, FLORIDA

The School Board of

Brevard County, Florida

(Eau Gallie High School)

By: **Keith E** Digitally signed by Keith E
 Barton Barton
 Date: 2026.03.19
 12:59:01 -04'00'

Name: Keith Barton

Jenni Lamb

Title: Principal of Eau Gallie High School

City Manager

Address: 1400 Commodore Blvd, Melbourne, FL 32935

900 E. Strawbridge Ave. Melbourne, FL 32901

Phone: 321-242-6400

(321)608-7405

USER'S REPRESENTATIVE

CITY'S REPRESENTATIVE



City of Melbourne SWIMMING POOL USE AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2026, by and between THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, hereinafter called the CITY, and **The School Board of Brevard County Florida (West Shore High School)**, hereinafter called the USER, for use of the CITY swimming pools located at

Sherwood Pool 2479 Post Road Melbourne, FL 32935 (POOL)

Fee Pool 114 E. Fee Ave. Melbourne, FL 32901 (POOL)

Eddie Lee Taylor, Sr. 3400 Monroe St. Melbourne, FL 32901 (POOL)

WHEREAS, User desires to use the aforementioned swimming pool for a period of agreed upon days/times with school swim team coach and Recreation Manager at any of the City's 3 Pools. From August 3 thru November 8, 2026. (LENGTH OF TIME) for purposes of West Shore High School swim team activities; and

WHEREAS, the CITY finds and determines that said additional use will not interfere with the CITY'S program and is in the best interest of the community.

NOW THEREFORE, for and in consideration of \$24.00 Per Hour for August 3 – October 31, 2026 and \$36.00 Per Hour for November 1 – 8, 2026 plus the mutual covenant hereinafter set forth between the parties hereto, the CITY does hereby grant an exclusive use of said pool to the USER for available time for use of the aforementioned swimming pool upon the following terms and conditions;

1. Said Agreement shall be for a period of three (3) months from August 3, 2026 up to and including November 8, 2026.
2. *USER shall pay the monthly payments to the City of Melbourne, Florida within the first ten (10) working days (Monday ~ Friday) of each month.* Checks drawn by the USER for the above payment shall be payable to the City of Melbourne. Along with the above payment the USER will supply, each month, to the City, a list of swim team members and the City in which they reside.
3. USER hereby agrees to use the swimming pool for normal swim team activities consistent with the CITY policy and all applicable rules, and regulations. USER acknowledges receipt and acceptance of such CITY policy, rules and regulations.
4. User and City acknowledge that each entity is an agency or subdivision of the state of Florida. To the extent permitted in Florida Statue 768.28 (19), USER shall

indemnify, defend, and hold harmless and free from liability, the CITY, its officers, agents or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the use of said swimming pool except to the extent caused by the sole negligence of the CITY. Nothing herein is intended to waive the rights, privileges, and immunities, or the sovereign immunity of the USER or the CITY except to the extent waived by §768.28, Florida Statutes.

5. User agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. User will make no use of the Facility or conduct any activity that will unreasonably interfere or detract from the general public's enjoyment of the recreational facilities. User agrees that its use of the Facility will comply with all applicable federal, state, and local laws and regulations. No swim lessons will be conducted on site and there will be no use of the Facility for open swim, the only use will be of the lap lane areas. There will be no use of the slide at any pool.
6. The USER agrees to leaving the facility and the area adjacent thereto clean, orderly and free and clear of any clothing, obstruction, rubbish, or litter. The USER will be responsible for any and all property damage that occurs because of the actions of the user or agents. The USER agrees that they will not enter the pump room at any time or add any chemicals to any pool.
7. USER shall provide certified supervision and safety personnel during the contracted times. The pool and teams must be supervised by a certified lifeguard and/or coach at all times in accordance with your state/national governing agency. All certifications must be on file with the Recreation Department before use period begins.
8. That this Use Agreement shall not be assigned, transferred, or delegated without the written permission of the CITY.
9. City owned equipment may not be removed from the Facility without permission. City water may not be run into the swimming pool for any reason. User agrees that the City of Melbourne is not responsible for any items of the User or its guests, workers, invitees, or volunteers that are damaged, lost, or stolen at the Facility.
10. The CITY shall have the right to terminate this Agreement at any time with at least thirty (30) days prior notice of its intention to terminate.
11. The CITY reserves the right to allow other USERS use of the pool for available swimming time that shall not be in conflict with any previously established swimming schedule.
12. USER agrees to furnish the CITY a schedule of use, which shall be coordinated and integrated with the CITY swimming programs and all other users of said pool, and that said schedule should become a part of this Agreement. The USER will also

provide a monthly list of all practices held on site with the number of attendees each day by the 2nd day of the following month. All practice cancellations must be given, at minimum, 24 hours in advance or you will be charged for that day.

13. USER shall keep ALL "STORAGE" areas clean, and in safe condition. There will be no storage of ANY item at any pool without the written permission of the City of Melbourne Recreation Manager or Recreation Superintendent.
14. User shall at the end of each usage of said swimming pool leave the swimming pool and surrounding vicinity in as good a condition as it was received, reasonable wear and tear excepted. Staff must wait for all swimmers to be picked up before leaving the Facility. All doors and padlocks must be locked.
15. The CITY has designated the RECREATION SUPERINTENDENT, RECREATION SUPERVISOR in charge of AQUATICS as the POOL MANAGER for the purpose of coordinating with the USER the following salient points of the Use Agreement:
 - a. Coordinate and integrate all USER'S schedules with CITY'S swimming program and other bona fide users of said swimming pool.
 - b. Coordinate CITY'S activities, which shall take priority over all USER'S special events such as swim meets, pool parties, etc. Provide the USER, within a reasonable time, the coordinated schedule as developed and all changes to said schedule as may be required from time to time.
16. The RECREATION SUPERINTENDENT shall verify charges to USER. (\$24 per hour August 3-October 31 and \$36 per hour November 1 - 8)
17. The user will furnish a set of keys to all locks, used at the facility, by the user. A \$50 per key refundable deposit is expected at time of key pickup; payable by personal check or business check. Keys will be checked out at the designated office during the two (2) business days before the Use Date, and will be returned within the two (2) business days after the Use period. The deposit will be returned when the key(s) are returned otherwise the key deposit will be deposited. Keys can only be used by person that signed out the key with the Recreation Department.
18. If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict- therewith and shall be deemed to be modified to conform with such statute or rule of law.

Scheduled periods of use: The “User” will schedule times and the “User” will supply a copy of the schedule to the Recreation Superintendent, subject to the approval of the Recreation Superintendent. Any changes to the schedule, after supplied, must be approved, in advance, by the Recreation Superintendent.

NOTICE OF VIOLATION

If, in the opinion of the City or the duly authorized representative therefore, the USER is in violation of any terms and provisions of this Agreement, written notice therefor shall be provided to the USER. Failure to correct said violation within the time specified in said notice of the violation shall result in the immediate termination of this Agreement without further notice to User.

IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be executed by their duly authorized officers and agents the day and year first written above.

USER:

CITY OF MELBOURNE, FLORIDA

**The School Board of
Brevard County, Florida
(West Shore High School)**

By: Clark.Buster@West Shore Jr Sr High Digitally signed by
Clark.Buster@West Shore Jr Sr
High
Date: 2026.03.19 11:39:54 -04'00'

Name: Buster Clark

Title: Principal of West Shore Jr/Sr High School

Address: 250 Wildcat Alley, Melbourne, FL 32935

Phone: 321-242-4730

USER'S REPRESENTATIVE

Jenni Lamb

City Manager

900 E. Strawbridge Ave. Melbourne, FL 32901

(321)608-7405

CITY'S REPRESENTATIVE



City of Melbourne

SWIMMING POOL USE AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2026, by and between THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, hereinafter called the CITY, and **The School Board of Brevard County Florida (Palm Bay High School)**, hereinafter called the USER, for use of the CITY swimming pools located at

Sherwood Pool 2479 Post Road Melbourne, FL 32935 (POOL)

Fee Pool 114 E. Fee Ave. Melbourne, FL 32901 (POOL)

Eddie Lee Taylor, Sr. 3400 Monroe St. Melbourne, FL 32901 (POOL)

WHEREAS, User desires to use the aforementioned swimming pool for a period of agreed upon days/times with school swim team coach and Recreation Manager at any of the City's 3 Pools. From August 3 thru November 8, 2026. (LENGTH OF TIME) for purposes of Palm Bay High School swim team activities; and

WHEREAS, the CITY finds and determines that said additional use will not interfere with the CITY'S program and is in the best interest of the community.

NOW THEREFORE, for and in consideration of \$24.00 Per Hour for August 3 – October 31, 2026 and \$36.00 Per Hour for November 1 – 8, 2026 plus the mutual covenant hereinafter set forth between the parties hereto, the CITY does hereby grant an exclusive use of said pool to the USER for available time for use of the aforementioned swimming pool upon the following terms and conditions;

1. Said Agreement shall be for a period of three (3) months from August 3, 2026 up to and including November 8, 2026.
2. *USER shall pay the monthly payments to the City of Melbourne, Florida within the first ten (10) working days (Monday ~ Friday) of each month. Checks drawn by the USER for the above payment shall be payable to the City of Melbourne. Along with the above payment the USER will supply, each month, to the City, a list of swim team members and the City in which they reside.*
3. USER hereby agrees to use the swimming pool for normal swim team activities consistent with the CITY policy and all applicable rules, and regulations. USER acknowledges receipt and acceptance of such CITY policy, rules and regulations.
4. User and City acknowledge that each entity is an agency or subdivision of the state of Florida. To the extent permitted in Florida Statue 768.28 (19), USER shall

indemnify, defend, and hold harmless and free from liability, the CITY, its officers, agents or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the use of said swimming pool except to the extent caused by the sole negligence of the CITY. Nothing herein is intended to waive the rights, privileges, and immunities, or the sovereign immunity of the USER or the CITY except to the extent waived by §768.28, Florida Statutes.

5. User agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. User will make no use of the Facility or conduct any activity that will unreasonably interfere or detract from the general public's enjoyment of the recreational facilities. User agrees that its use of the Facility will comply with all applicable federal, state, and local laws and regulations. No swim lessons will be conducted on site and there will be no use of the Facility for open swim, the only use will be of the lap lane areas. There will be no use of the slide at any pool.
6. The USER agrees to leaving the facility and the area adjacent thereto clean, orderly and free and clear of any clothing, obstruction, rubbish, or litter. The USER will be responsible for any and all property damage that occurs because of the actions of the user or agents. The USER agrees that they will not enter the pump room at any time or add any chemicals to any pool.
7. USER shall provide certified supervision and safety personnel during the contracted times. The pool and teams must be supervised by a certified lifeguard and/or coach at all times in accordance with your state/national governing agency. All certifications must be on file with the Recreation Department before use period begins.
8. That this Use Agreement shall not be assigned, transferred, or delegated without the written permission of the CITY.
9. City owned equipment may not be removed from the Facility without permission. City water may not be run into the swimming pool for any reason. User agrees that the City of Melbourne is not responsible for any items of the User or its guests, workers, invitees, or volunteers that are damaged, lost, or stolen at the Facility.
10. The CITY shall have the right to terminate this Agreement at any time with at least thirty (30) days prior notice of its intention to terminate.
11. The CITY reserves the right to allow other USERS use of the pool for available swimming time that shall not be in conflict with any previously established swimming schedule.
12. USER agrees to furnish the CITY a schedule of use, which shall be coordinated and integrated with the CITY swimming programs and all other users of said pool, and that said schedule should become a part of this Agreement. The USER will also

provide a monthly list of all practices held on site with the number of attendees each day by the 2nd day of the following month. All practice cancellations must be given, at minimum, 24 hours in advance or you will be charged for that day.

13. USER shall keep ALL "STORAGE" areas clean, and in safe condition. There will be no storage of ANY item at any pool without the written permission of the City of Melbourne Recreation Manager or Recreation Superintendent.
14. User shall at the end of each usage of said swimming pool leave the swimming pool and surrounding vicinity in as good a condition as it was received, reasonable wear and tear excepted. Staff must wait for all swimmers to be picked up before leaving the Facility. All doors and padlocks must be locked.
15. The CITY has designated the RECREATION SUPERINTENDENT, RECREATION SUPERVISOR in charge of AQUATICS as the POOL MANAGER for the purpose of coordinating with the USER the following salient points of the Use Agreement:
 - a. Coordinate and integrate all USER'S schedules with CITY'S swimming program and other bona fide users of said swimming pool.
 - b. Coordinate CITY'S activities, which shall take priority over all USER'S special events such as swim meets, pool parties, etc. Provide the USER, within a reasonable time, the coordinated schedule as developed and all changes to said schedule as may be required from time to time.
16. The RECREATION SUPERINTENDENT shall verify charges to USER. (\$24 per hour August 4-October 31 and \$36 per hour November 1 - 9)
17. The user will furnish a set of keys to all locks, used at the facility, by the user. A \$50 per key refundable deposit is expected at time of key pickup; payable by personal check or business check. Keys will be checked out at the designated office during the two (2) business days before the Use Date, and will be returned within the two (2) business days after the Use period. The deposit will be returned when the key(s) are returned otherwise the key deposit will be deposited. Keys can only be used by person that signed out the key with the Recreation Department.
18. If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict- therewith and shall be deemed to be modified to conform with such statute or rule of law.

Scheduled periods of use: The "User" will schedule times and the "User" will supply a copy of the schedule to the Recreation Superintendent, subject to the approval of the Recreation Superintendent. Any changes to the schedule, after supplied, must be approved, in advance, by the Recreation Superintendent.

NOTICE OF VIOLATION

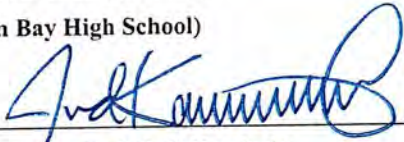
If, in the opinion of the City or the duly authorized representative therefore, the USER is in violation of any terms and provisions of this Agreement, written notice therefor shall be provided to the USER. Failure to correct said violation within the time specified in said notice of the violation shall result in the immediate termination of this Agreement without further notice to User.

IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be executed by their duly authorized officers and agents the day and year first written above.

USER:

CITY OF MELBOURNE, FLORIDA

**The School Board of
Brevard County, Florida
(Palm Bay High School)**

By: 

Name: Karl (Jud) Kaminski
Title: Principal of Palm Bay High School
Address: 101 Pirate Ln, Melbourne, FL 32901
Phone: 321-952-5900

USER'S REPRESENTATIVE

Jenni Lamb
City Manager
900 E. Strawbridge Ave. Melbourne, FL 32901
(321)608-7405
CITY'S REPRESENTATIVE



City of Melbourne SWIMMING POOL USE AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2026, by and between THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, hereinafter called the CITY, and **The School Board of Brevard County Florida (Melbourne High School)**, hereinafter called the USER, for use of the CITY swimming pools located at

Sherwood Pool 2479 Post Road Melbourne, FL 32935 (POOL)

Fee Pool 114 E. Fee Ave. Melbourne, FL 32901 (POOL)

Eddie Lee Taylor, Sr. 3400 Monroe St. Melbourne, FL 32901 (POOL)

WHEREAS, User desires to use the aforementioned swimming pool for a period of agreed upon days/times with school swim team coach and Recreation Manager at any of the City's 3 Pools. From August 3 thru November 8, 2026. (LENGTH OF TIME) for purposes of Melbourne High School swim team activities; and

WHEREAS, the CITY finds and determines that said additional use will not interfere with the CITY'S program and is in the best interest of the community.

NOW THEREFORE, for and in consideration of \$24.00 Per Hour for August 3 – October 31, 2026 and \$36.00 Per Hour for November 1 – 8, 2026 plus the mutual covenant hereinafter set forth between the parties hereto, the CITY does hereby grant an exclusive use of said pool to the USER for available time for use of the aforementioned swimming pool upon the following terms and conditions;

1. Said Agreement shall be for a period of three (3) months from August 3, 2026 up to and including November 8, 2026.
2. *USER shall pay the monthly payments to the City of Melbourne, Florida within the first ten (10) working days (Monday ~ Friday) of each month.* Checks drawn by the USER for the above payment shall be payable to the City of Melbourne. Along with the above payment the USER will supply, each month, to the City, a list of swim team members and the City in which they reside.
3. USER hereby agrees to use the swimming pool for normal swim team activities consistent with the CITY policy and all applicable rules, and regulations. USER acknowledges receipt and acceptance of such CITY policy, rules and regulations.
4. User and City acknowledge that each entity is an agency or subdivision of the state of Florida. To the extent permitted in Florida Statue 768.28 (19), USER shall

indemnify, defend, and hold harmless and free from liability, the CITY, its officers, agents or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the use of said swimming pool except to the extent caused by the sole negligence of the CITY. Nothing herein is intended to waive the rights, privileges, and immunities, or the sovereign immunity of the USER or the CITY except to the extent waived by §768.28, Florida Statutes.

5. User agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. User will make no use of the Facility or conduct any activity that will unreasonably interfere or detract from the general public's enjoyment of the recreational facilities. User agrees that its use of the Facility will comply with all applicable federal, state, and local laws and regulations. No swim lessons will be conducted on site and there will be no use of the Facility for open swim, the only use will be of the lap lane areas. There will be no use of the slide at any pool.
6. The USER agrees to leaving the facility and the area adjacent thereto clean, orderly and free and clear of any clothing, obstruction, rubbish, or litter. The USER will be responsible for any and all property damage that occurs because of the actions of the user or agents. The USER agrees that they will not enter the pump room at any time or add any chemicals to any pool.
7. USER shall provide certified supervision and safety personnel during the contracted times. The pool and teams must be supervised by a certified lifeguard and/or coach at all times in accordance with your state/national governing agency. All certifications must be on file with the Recreation Department before use period begins.
8. That this Use Agreement shall not be assigned, transferred, or delegated without the written permission of the CITY.
9. City owned equipment may not be removed from the Facility without permission. City water may not be run into the swimming pool for any reason. User agrees that the City of Melbourne is not responsible for any items of the User or its guests, workers, invitees, or volunteers that are damaged, lost, or stolen at the Facility.
10. The CITY shall have the right to terminate this Agreement at any time with at least thirty (30) days prior notice of its intention to terminate.
11. The CITY reserves the right to allow other USERS use of the pool for available swimming time that shall not be in conflict with any previously established swimming schedule.
12. USER agrees to furnish the CITY a schedule of use, which shall be coordinated and integrated with the CITY swimming programs and all other users of said pool, and that said schedule should become a part of this Agreement. The USER will also

provide a monthly list of all practices held on site with the number of attendees each day by the 2nd day of the following month. All practice cancellations must be given, at minimum, 24 hours in advance or you will be charged for that day.

13. USER shall keep ALL "STORAGE" areas clean, and in safe condition. There will be no storage of ANY item at any pool without the written permission of the City of Melbourne Recreation Manager or Recreation Superintendent.
14. User shall at the end of each usage of said swimming pool leave the swimming pool and surrounding vicinity in as good a condition as it was received, reasonable wear and tear excepted. Staff must wait for all swimmers to be picked up before leaving the Facility. All doors and padlocks must be locked.
15. The CITY has designated the RECREATION SUPERINTENDENT, RECREATION SUPERVISOR in charge of AQUATICS as the POOL MANAGER for the purpose of coordinating with the USER the following salient points of the Use Agreement:
 - a. Coordinate and integrate all USER'S schedules with CITY'S swimming program and other bona fide users of said swimming pool.
 - b. Coordinate CITY'S activities, which shall take priority over all USER'S special events such as swim meets, pool parties, etc. Provide the USER, within a reasonable time, the coordinated schedule as developed and all changes to said schedule as may be required from time to time.
16. The RECREATION SUPERINTENDENT shall verify charges to USER. (\$24 per hour August 3-October 31 and \$36 per hour November 1 - 8)
17. The user will furnish a set of keys to all locks, used at the facility, by the user. A \$50 per key refundable deposit is expected at time of key pickup; payable by personal check or business check. Keys will be checked out at the designated office during the two (2) business days before the Use Date, and will be returned within the two (2) business days after the Use period. The deposit will be returned when the key(s) are returned otherwise the key deposit will be deposited. Keys can only be used by person that signed out the key with the Recreation Department.
18. If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict- therewith and shall be deemed to be modified to conform with such statute or rule of law.

Scheduled periods of use:

The "User" will schedule times and the "User" will supply a copy of the schedule to the Recreation Superintendent, subject to the approval of the Recreation Superintendent. Any changes to the schedule, after supplied, must be approved, in advance, by the Recreation Superintendent.

NOTICE OF VIOLATION

If, in the opinion of the City or the duly authorized representative therefore, the USER is in violation of any terms and provisions of this Agreement, written notice therefor shall be provided to the USER. Failure to correct said violation within the time specified in said notice of the violation shall result in the immediate termination of this Agreement without further notice to User.

IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be executed by their duly authorized officers and agents the day and year first written above.

USER:

CITY OF MELBOURNE, FLORIDA

The School Board of
Brevard County, Florida
(Melbourne High School)

By:

James C. Kirk 3/30/20
Name: Dr. James Kirk

Title: Principal of Melbourne High School

Address: 74 Bulldog Blvd, Melbourne, FL 32901

Phone: 321-952-5880

USER'S REPRESENTATIVE

Jenni Lamb

City Manager

900 E. Strawbridge Ave. Melbourne, FL 32901

(321)608-7405

CITY'S REPRESENTATIVE



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	Parks & Recreation
Presenter:	Nikki Caldwell
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.b.

Subject:

Third Extension to Interlocal Agreement between the City of Melbourne and the City of Palm Bay to provide pool usage for Red Cross Lifeguard Instructor Training at the Palm Bay Aquatic Center.

Background/Consideration:

Melbourne currently employs at least one (1) staff member certified to provide American Red Cross lifeguard training classes. Per Red Cross guidelines, pools need to be at least eight (8) feet deep for the Lifeguard Instructor Course and nine (9) feet deep for the Water Safety Instructor Course. The City of Melbourne does not have a pool deep enough for the Lifeguard Instructor Course.

City of Melbourne staff contacted the City of Palm Bay and requested use of the Palm Bay Aquatic Center to conduct the training, which led to the current Interlocal Agreement (ILA). In exchange, the City of Palm Bay requested that Melbourne provide the instruction for their pool staff. Fees will be waived for City of Palm Bay participants in the training. The ILA was approved by City Council on April 26, 2022 and recorded on May 5, 2022. The First and Second Amendments to provide additional one-year extension to the ILA were recorded on February 9, 2023 and June 21, 2024 respectively.

Staff would like to further extend the ILA for an additional one-year term through December 31, 2026.

Fiscal/Budget Impact:

There will be a charge of \$75 or \$200 per participant, depending on the class, part of which goes to the American Red Cross for materials. Fees will be waived for City of Palm Bay participants in exchange for use of the Palm Bay Aquatic Center.

Requested Action:

Approval of the Third Extension to Interlocal Agreement between the City of Melbourne and the City of Palm Bay for use of the Palm Bay Aquatic Center, located at 120 Malabar Road SE in Palm Bay, to provide Red Cross Instructor Training, and authorization for the City Manager to execute the agreement.

RETURN TO:
Kevin McKeown
City Clerk
City of Melbourne
900 E. Strawbridge Ave.
Melbourne, FL 32901

PREPARED BY
City Attorney
City Attorney's Office
City of Melbourne
900 E. Strawbridge Ave.
Melbourne, FL 32901

THIRD EXTENSION TO INTERLOCAL AGREEMENT FOR RED CROSS LIFEGUARD TRAINING

THIS THIRD EXTENSION TO INTERLOCAL AGREEMENT ("Agreement") is entered into this _____, by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 E. Strawbridge Avenue, Melbourne, Florida 32901 (hereafter referred to as "Melbourne"); the **CITY OF PALM BAY**, a Florida municipal corporation, whose address is 120 Malabar Road SE, Palm Bay, Florida 32907 (hereafter referred to as "Palm Bay"); (hereafter collectively referred to as the "Participant Entities").

RECITALS

WHEREAS, the Participant Entities are units of local government within the State of Florida; and

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Melbourne and Palm Bay have entered an Interlocal Agreement for Red Cross Lifeguard Training (the "Interlocal Agreement"), as recorded on May 5, 2022, in Official Records Book 9496, Page 2665 of the Public Records of Brevard County, Florida; and

WHEREAS, the Interlocal Agreement anticipates that the Participant Entities may extend the term of the Interlocal Agreement by written amendment executed by the relevant City Managers; and

WHEREAS, the term of the Interlocal Agreement has been extended by the First Extension, as recorded February 9, 2023 in Official Records Book 9714, Page 662 of the Public Records of Brevard County, Florida, and by the Second Extension, as recorded June 21, 2024 in Official Records Book 10093, Page 684 of the Public Records of Brevard County, Florida; and

WHEREAS, the Participant Entities desire to extend the term of the Interlocal Agreement through this Third Extension.

NOW, THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

SECTION 1. RECITALS.

Each and all of the foregoing recitals are true and correct and incorporated herein.

SECTION 2. EXTENSION TO TERM.

Pursuant to Section 7(A) of the Interlocal Agreement, the term of the Interlocal Agreement is hereby extended for an additional one-year term through December 31, 2026.

SECTION 3. EXHIBIT B – SCHEDULE AND ROSTER.

Exhibit B – Schedule and Roster will be deleted and replaced by the following: As agreed by MELBOURNE and PALM BAY, scheduling pool time and classes will be coordinated between the parties.

SECTION 4. NO OTHER AMENDMENTS.

All other terms of the Interlocal Agreement not amended herein shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE; EXECUTION, RECORDING.

Upon full execution by the parties, this Second Extension shall be recorded by Melbourne in the Official Records of Brevard County, Florida, with the recorded copy returned to the Melbourne City Clerk at the address listed above, and certified copies made available to the other Participant Entities. Pursuant to Section 163.01, Florida Statutes, this Agreement shall take effect on the date that the fully executed version is recorded in the Official Records of Brevard County, Florida (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

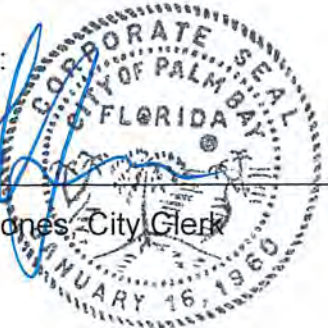
CITY OF PALM BAY, FLORIDA

By: 
Matthew Morton
City Manager

ATTEST:



Terese Jones, City Clerk



CITY OF MELBOURNE, FLORIDA

By: _____
Jenni Lamb
City Manager

ATTEST:

Kevin McKeown, City Clerk



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	Human Resources
Presenter:	Ruth Lovejoy
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.c.

Subject:

Renewal of the Property & Casualty and Workers' Compensation Insurance Program.

Background/Consideration:

The City is a member of Florida Municipal Insurance Trust (FMIT), which offers a comprehensive insurance policy package that includes property, general liability, automobile, cyber, drone, liquor, police and fire AD&D, errors and omissions, and workers' compensation. The City also has a separate policy with Chambers Insurance Company for petroleum storage tank liability.

The total insurance premiums for Fiscal Year (FY) 2026 are \$4,805,217.86, which is a 2.84% increase over FY 2025. The premium increase is primarily due to an increase in auto liability and workers' compensation insurance.

The City's insurance coverage and respective premiums are broken into detail in the attached agenda memo. However, the insurance policy is available upon request in the Human Resources Department.

Contract/Solicitation:

Section 10.14 of the City Procurement Manual lists contracts for services of a third-party administrator of insurance benefits has been exempted from competitive solicitations by state courts.

Fiscal/Budget Impact:

The overall premium for the City's property and casualty insurance program is estimated at \$4,805,217.86, which represents a 2.84% increase over last year. Insurance costs are budgeted in the Risk Management Fund and Workers Compensation Fund and are charged to departments based on allocation formulas.

Requested Action:

Approval of the renewal of the City's insurance policies for Fiscal Year 2026 with Florida Municipal Insurance Trust, Orlando, FL for an annual cost of \$4,784,695.68 and Chamber Insurance Agency, Cocoa, FL for an annual cost of \$20,522.18.

Memorandum

Date: March 12, 2026

To: Jenni Lamb, City Manager

From: Ruth Lovejoy, Acting Director of Human Resources and Risk Management

Re: Renewal of the Property & Casualty and Workers' Compensation Insurance Programs

This is for the renewal of the City's insurance policies. The City is a member of Florida Municipal Insurance Trust (FMIT) which offers a comprehensive insurance policy package that includes property, general liability, automobile, cyber, drone, liquor, police & fire AD&D, errors and omissions and workers compensation. The City also has a separate policy with Chambers Insurance Company for petroleum storage tank liability.

The total insurance premiums for FY2026 are \$4,805,217.86 which is a 2.84% increase over FY2025. The premium increase is primarily due to increase auto liability and workers compensation insurance.

FMIT coverages and premiums are broken into detail in the following paragraphs.

Property

Property coverage – consisting of building, contents, and business interruption insurance – carries a \$100,000 deductible for all perils, except wind from named storms. The windstorm deductible is 10% of the total insurable value of the damaged structures subject to a minimum of \$100,000 per location.

In declared disasters, the City may receive FEMA reimbursement for the wind deductible. If FEMA does not provide reimbursement, each respective fund must cover the cost from its reserves. FMIT's maximum property coverage is capped at \$100 million per member.

The total insured value for City properties increased from \$312,805,673 in FY2025 to \$316,823,969 in FY2026. The estimated FY2026 property insurance premium is \$1,395,410, a 22.40% decrease from FY2025.

This decline is primarily due to a year-over-year reduction in reinsurance costs with the FMIT program, resulting in lower rates for the city. Although insured property values continue to rise, these lower rates help ease the impact on premiums and offset increases tied to property valuations.

Florida's property insurance costs are heavily influenced by the global reinsurance market. Several years of significant losses drove rates up as investors withdrew from the market, causing the cost of capital to surge. Once investors returned, property insurance prices fell quickly. FMIT has passed these reinsurance savings directly to its members, helping reduce costs. As reinsurance prices continue to decline, municipalities should expect continued rate reductions.

General Liability

The FMIT renewal provides \$5,000,000 liability coverage limits subject to a \$25,000 deductible. Defense costs are excluded from the deductible and is provided by FMIT at no additional cost to the City. In addition, public official liability coverage is written on an occurrence basis. Additional coverages within our policy include inland equipment, machinery and employee crime. The combined premium renewal for FY2026 is estimated at \$1,208,814, a 5.64% increase over FY2025.

Cyber Liability

Cyber insurance coverage includes breach response, business interruption loss, cyber extortion loss, and recovery costs. The policy provides a \$1,000,000 liability coverage limit. The premium for FY2026 is \$8,683, a 5.01% increase over FY2025.

Auto Liability & Physical Damage

The combined premium renewal for automobile insurance, which includes boiler & machinery is estimated to be \$823,972, a 14.86% increase over FY2025. The market continues to experience sustained pressure driven by Personal Injury Protection (PIP) claims and aggressive personal injury litigation related to automobile accidents. Additionally, the cost of repairing and replacing vehicles has increased significantly, further contributing to higher premiums. In FY2024 there were 48 auto claims. In comparison, there were 106 in FY2025.

Inland Marine

Inland Marine coverage protects property that moves between locations and fills gaps left by standard property insurance. It consists of items over \$25,000 such as mowers, closed trailers generally with equipment attached, and other various equipment. The premium for FY2026 is \$236,109 which is an increase of 23% from FY2025.

Airport Authority Errors & Omissions

This policy provides liability coverage (bodily injury and physical damage) for the operations of the airport. The premium for FY2026 is \$31,982, there is no change in premiums from FY2025.

Police & Firefighters AD&D

The Police and Firefighters Accidental Death and Dismemberment coverage annual premium for FY2025 is \$8,151, a 4% decrease over FY2025. This policy provides statutory coverage to police and firefighters for accidental death and dismemberment sustained in the line of duty up to \$65,000 or up to \$185,000 from intentional death in the line of duty.

Drone Liability

The police department currently maintains three drones, and two are maintained by code enforcement. This policy provides coverage for bodily injury, property damage liability, and physical liability. Premiums for FY2026 are \$12,370.48, a 24.63% decrease over FY2025.

Firefighter Cancer Benefit

This coverage is intended to provide for another benefit mandated by 112.1816, FL Statue, which went into effect July 01, 2019. The coverage provides the required \$75,000 death benefit for firefighter deaths resulting from the 21 covered cancers or circumstances arising during the treatment of those cancers. The one-time benefit of \$75,000 is payable to the firefighter's designated beneficiary. Rates are based on tobacco/non-tobacco usage. Premiums for FY2026 are \$35,452, a 20.89% decrease over FY2025.

Liquor Liability

This coverage is for the Crane Creek Reserve and Harbor City Golf Courses. The premium for FY2026 is \$2,127. There is no increase over the prior year premium.

Petroleum Storage Tank

This policy provides coverage for the City's fuel storage tanks. Premiums for FY2026 are estimated at \$20,521.38, reflecting a .88% increase over FY2025. The fuel tank expansion project has recently received permitting approval and is now moving forward. We anticipate completion in late FY2026 or early in the following fiscal year. Upon completion of the project, premiums are expected to decrease significantly. This policy is purchased through Policy Managers, Cocoa, FL 32922 and Chamber Insurance Agency, Cocoa, FL 32922.

Workers' Compensation Specific Excess Insurance

The City purchases specific excess insurance coverage from FMIT for claims that exceed the \$200,000 which is Self-Insured Retention (SIR) level. The city is self-insured for the first \$200,000 of each work-related injury. The average National Council of Compensation Insurance (NCCI) modification factor remains the same at 1.08. The modification factor is the multiplier applied to a worker's compensation premium to account for the insured's actual loss experience. To control both frequency and severity of on-the-job injuries in certain areas of operation, management continues targeted workplace safety efforts that include comprehensive job hazard assessments and personal protective equipment (PPE) safety training classes for employees. The premium for FY2026 is \$1,021,626, a 15.19% increase over FY2025.

Fiscal Impact

The overall premium for the City's property and casualty insurance program is estimated at \$4,805,217.86, which represents a 2.84% increase over last year.

Insurance costs are budgeted in the Risk Management Fund and Workers Compensation Fund and are charged to departments based on allocation formulas.

Recommendation

Renewal of the City's insurance policy with Florida Municipal Insurance Trust (FMIT) and Chamber Insurance Agency totaling \$4,805,217.86.



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	Police Department
Presenter:	David Gillespie
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.d.

Subject:

Memorandum of Understanding between the City of Melbourne and the School Board of Brevard County for School Resource Officers for the 2026-2027 school year.

Background/Consideration:

Annually, the City of Melbourne and the School Board of Brevard County have entered into a Memorandum of Understanding (MOU) for the placement of six (6) School Resources Officers (SRO) at the Brevard County junior/senior high schools in Melbourne. The School Board has increased the amount of reimbursement from \$74,500 per officer to a flat rate of \$77,000 per officer for a total of \$462,000 for six (6) officers. The School Board has asked for consideration to increase the number of SROs, if staffing allows, to cover the elementary schools in the city of Melbourne. It is anticipated that the Melbourne Police Department will not be able to add additional SROs during the term of this MOU (July 1, 2026 to June 30, 2027) due to staffing levels. The City of Melbourne will be compensated by the School Board for any additional SROs at a flat rate of \$77,000 per officer to be prorated by the number of school days remaining when an SRO is placed at any additional schools. The MOU has been reviewed by the City Attorney's Office.

Fiscal/Budget Impact:

Brevard County School Board will reimburse the City of Melbourne at a flat rate of \$77,000 per officer (six officers x \$77,000= \$462,000).

Requested Action:

Approval of the Memorandum of Understanding between the City of Melbourne and the School Board of Brevard County for School Resource Officers for the 2026-2027 school year (July 1, 2026 to June 30, 2027) with the initial placement of six (6) School Resource Officers and the flexibility to add additional as staffing allows, at a flat fee of \$77,000 per officer; and authorization for the City Manager to execute the Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”), is entered into and made effective this 1st day of July, 2026, irrespective of when signed, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**, hereinafter called the “**BOARD**,” and the **CITY OF MELBOURNE, FLORIDA**, hereinafter called the “**CITY**,” each individually a “Party,” collectively “Parties.”

WITNESSETH:

WHEREAS, the BOARD and the CITY desire to assign School Resource Officers (“SROs”) to school campus(es) within the CITY for a period of not more than 220 days during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD’s staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.
2. This MOU shall be effective commencing July 1, 2026, and terminate on June 30, 2027, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2027, this Agreement may be renewed by the Parties for successive one-year periods (commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties.

Either Party may terminate this MOU upon ninety (90) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to sixteen (16) SRO(s), each a sworn law enforcement officer(s), to work up to Two Hundred Twenty (220) days, concurrent to the School Board of Brevard County's teacher work calendar and inclusive of student attendance days, including Extended School Year (ESY also known as summer school). Each SRO shall be assigned to designated Brevard Public School campuses to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Brevard Public School District. The CITY will provide a minimum of six (6) SRO(s) for the start of the 2026-27 school year. Assignments of SRO(s) to school campuses shall be coordinated with ***Major Robert Cline, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*** Assignments will be made to support the following schools: Dr. W. J. Creel Elementary, Croton Elementary, Eau Gallie High, Harbor City Elementary, Johnson Middle, Longleaf Elementary, Melbourne High, Palm Bay High, Roy Allen Elementary, Sabal Elementary, Sherwood Elementary, South Alternative Learning Center (South ALC), South Area Adult Education Center, Stone Middle, University Park Elementary, West Shore Jr./Sr. High.
4. **Consideration Clause FY 2026-2027:** With respect to the term commencing on July 1, 2026, and terminating on June 30, 2027, the BOARD agrees to reimburse the CITY a flat-fee of Seventy-Seven Thousand and 00/100 Dollars (\$77,000.00) per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned six (6) SRO(s), for a total not to exceed amount of Four Hundred Sixty-Two Thousand and 00/100 Dollars (\$462,000.00). If additional SROs become available to be assigned, beyond the initial six (6) (and up to sixteen (16)), and adequate funding is available to the BOARD, the BOARD will reimburse the CITY prorated amount based upon the flat-fee of Seventy-Seven Thousand and 00/100 (\$77,000.00) and the number of school days remaining in the school year per SRO. If an SRO position remains vacant or becomes vacant, payment will only be made on prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

5. **FY 2026-2027:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2026 (covering the period beginning July 1, 2026, through September 30, 2026); November 1, 2026 (covering the period beginning October 1, 2026, through December 31, 2026); February 1, 2027 (covering the period beginning January 1, 2027, through March 31, 2027); and April 1, 2027 (covering the period beginning April 1, 2027, through June 30, 2027). *All invoices should be submitted to **Major Robert Cline**, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*
6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).
7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.
8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.
9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).
10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, to include ESY (summer school), the SRO(s) may be assigned other law enforcement duties by the Chief of Police. The Parties agree that if ESY (summer school) is scheduled for a school the CITY provides SRO services, the CITY will provide the services for ESY to assist the School Board with complying with their requirements of armed protection while students are present. These services do not financially impact this MOU or the agreed upon financial consideration.

11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.
12. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.
13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence of such Party or such Party's employees, officers, agents, or attorneys.
14. The BOARD and CITY acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder to the extent caused by the negligence of the indemnifying Party.
15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.
16. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.

17. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.
18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.
19. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.
20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.
21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.
22. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.
23. The BOARD has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.
24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall

be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.
26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
27. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.
28. Any request for training records of School Resource Officers (SROs) assigned to schools by the CITY, pursuant to Florida Statute 1006.12, shall be made directly to the CITY as the employing agency of the law enforcement officers serving as SROs. Such requests shall not be made to or processed by the School Board or any individual school within the Brevard County School District. The CITY shall be solely responsible for maintaining, processing, and responding to any requests for SRO training records in accordance with applicable laws and regulations. The School Board and its employees shall promptly redirect any requests for SRO training records to the CITY.
29. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY _____@MLBFL.ORG) AT 321-608-7222 OR AT EMAIL: CITY.CLERK@MLBFL.ORG OR AT ADDRESS: 900 E. STRAWBRIDGE AVENUE, MELBOURNE, FL 32901, (ATTENTION: RECORDS).

- 30. IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS AT 321-633-1000, EXT. 11453, OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.**

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2026.

CITY OF MELBOURNE, FLORIDA

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA**

BY _____

BY _____
Matthew Susin, Board Chair

Dated: _____, 2026

Dated: _____, 2026

ATTEST

BY _____
Mark J. Rendell, Ed.D.
Superintendent

BY _____
City Clerk

Dated: _____, 2026

Dated: _____, 2026

Approved as to form:

Paul Gibbs, General Counsel
School Board of Brevard County, Florida

Dated: _____, 2026

Attachments: Exhibit I
 Exhibit II

Exhibit I

SCHOOL RESOURCE OFFICER

PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;
2. To develop and promote positive relationships between students and law enforcement officers;
3. To foster a better understanding of law enforcement officers in the community;
4. To develop positive concepts of law enforcement;
5. To identify and prevent delinquent behavior through counseling and referral;
6. To provide assistance and support for victims of crime identified within the school setting, including abused children;
7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;
8. To provide information about crime prevention;
9. To enhance knowledge of the fundamental concepts and structure of the law;
10. To provide materials and consultative assistance to teachers and parents on various law education topics.

Exhibit II

SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.
2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.
3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.
4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.
5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.
6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Melbourne Police Department supervision. The Melbourne Police Department, in conjunction with the BPS Office of District and School Security, will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.
8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.
9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.
10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).
11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.
12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.

B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties

and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	Information Technology
Presenter:	Kevin Burns
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.e.

Subject:

Renewal of VMware vSphere Foundation License and Maintenance.

Background/Consideration:

This renewal is for the VMware vSphere Foundation licenses and maintenance for the City's virtual servers. This renewal is necessary to maintain business operations of servers that support approximately 110 applications, such as Munis and EnerGov. Approving this three-year subscription locks in the annual payment at \$162,005.15, providing the ability to have a fixed payment for three years and also enables better budgeting, having already negotiated fixed rates for the three-year period.

The City sought quotes from three vendors on the State of Florida contract: SHI, Inc., CDWG, and Presidio. Vendor SHI, Inc. was the lowest bidder. This quote is attached; other vendor quotes can be furnished upon request.

Contract/Solicitation:

This purchase utilizes the contract pricing from State of Florida contract number 43230000-23-NASPO-ACS. The discounted amount is greater than the contract percentage minimum discount. The contract with SHI, Inc. expires on April 24, 2027.

Fiscal/Budget Impact:

This item is budgeted in Computer Software 13000516-552020-040.

Requested Action:

Approval for renewal of VMware vSphere Foundation License and Maintenance for a three-year period for the Information Technology Department, SHI, Inc, Somerset, NJ — annual cost \$162,005.15; total cost of contract \$486,015.45.



Pricing Proposal
Quotation #: 27236011
Valid Until: 3/27/2026

FL-City of Melbourne

Vincent Vinueza

900 E. STRAWBRIDGE AVE
FINANCE DEPT/ACCOUNTING
MELBOURNE, FL 32901
United States
Phone: 321-608-7705
Email: vincent.vinueza@mlbfl.org

Inside Account Executive

John Kearney

290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-564-8563
Fax: 732-564-8363
Email: John_Kearney@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 VCF-CLD-FND-A QTY 416 VCF-VLR-PVM QTY 50 VMware - Part#: VM-Bundle Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 4/20/2026 - 4/19/2027 Note: Software. ESD; 12 month term Year 1 of 3	1	\$186,400.00	\$162,005.15	\$162,005.15
2 VCF-CLD-FND-A QTY 416 VCF-VLR-PVM QTY 50 VMware - Part#: VM-Bundle Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 4/20/2027 - 4/19/2028 Note: Software. ESD; 12 month term Year 2 of 3	1	\$186,400.00	\$162,005.15	\$162,005.15
3 VCF-CLD-FND-A QTY 416 VCF-VLR-PVM QTY 50 VMware - Part#: VM-Bundle Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 4/20/2028 - 4/19/2029 Note: Software. ESD; 12 month term Year 3 of 3	1	\$186,400.00	\$162,005.15	\$162,005.15
Total				\$486,015.45

Additional Optional Items

VMware Cloud Foundation	416	\$400.00	\$350.45	\$145,787.20
VMware - Part#: VCF-CLD-FND-A				
Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER				
(SVAR)				
Contract #: CTR060028				
Subcontract #: 43230000-23-NASPO-ACS				
Note: VCF - Individual Per Year Cost				

VMware Live Recovery Protected VM	50	\$400.00	\$324.36	\$16,218.00
VMware - Part#: VCF-VLR-PVM				
Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER				
(SVAR)				
Contract #: CTR060028				
Subcontract #: 43230000-23-NASPO-ACS				
Note: VLR - Individual Per Year Cost				

Additional Comments

Payment Schedule:

Payment 1: \$162,005.15-- Invoice Date Net 30
Payment 2: \$162,005.15-- Invoice Date 4/20/27
Payment 3: \$162,005.15-- Invoice Date 4/20/28

This order is governed by the General Terms set out at www.broadcom.com/company/legal/licensing.

More Terms & Conditions can be found in the document attached.

Pricing is subject to change based on OEM and Distribution pricing changes

Keep in mind, VMWare recently changed their approval process for reinstatement fees. A completed waiver form and valid business case are required in order to be considered for approval. Please make sure to send over all POs prior to you expiration date to avoid the reinstatement fee.

Please note the following:

- 1) VMware EULA <https://docs.broadcom.com/docs/end-user-agreement-english>
- 2) VMware Does Not offer a standard return policy
- 3) Service offerings are non-refundable. For these products, orders are non-cancellable and non-returnable from point of order.
- 4) PSO Credits are only active for 1 Year

Please Note, Broadcom product lines have the following reinstatement fee policy:

- o Effective immediately, late orders will be charged a 25% reinstatement fee.
- o Every additional week late will result in an incremental 10% fee added



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	Information Technology
Presenter:	Kevin Burns
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.f.

Subject:

Renewal of Omnisca Horizon Upgrade License and Maintenance for the Information Technology Department for a one-year period, SHI, Inc, Somerset, NJ - \$114,990.02

Background/Consideration:

This renewal is for the Omnisca Horizon licenses and maintenance for the City's virtual desktops infrastructure (VDI). This renewal is necessary to maintain and support business operations of approximately 400 VDI desktops and related infrastructure.

In 2024, VMWare was purchased by Broadcom. Historically, VMWare included both server licenses through a product called VSphere and virtual desktop licenses called Horizon. Broadcom immediately sold off the Horizon product line, and it is now known as Omnisca. This renewal is for the VDI component only under Omnisca Horizon but is related to the separate agenda item for VMWare.

The City sought quotes from three vendors on the State of Florida contract: SHI, Inc., Insight, and Presidio. Vendor SHI, Inc. was the lowest bidder. This quote is attached; other vendor quotes can be furnished upon request.

Contract/Solicitation:

This purchase utilizes the contract pricing from State of Florida contract number 43230000-23-NASPO-ACS. The discounted amount is greater than the contract percentage minimum discount. The contract with SHI, Inc. expires on April 24, 2027.

Fiscal/Budget Impact:

This item is budgeted in Computer Software 13000516-552020-040.

Requested Action:

Approval to renew Omnisca Horizon Upgrade License and Maintenance for the Information Technology Department for a one-year period, SHI, Inc, Somerset, NJ - \$114,990.02



Pricing Proposal
Quotation #: 27228503
Created On: 3/2/2026
Valid Until: 4/30/2026

FL-City of Melbourne

Vincent Vinueza

900 E. STRAWBRIDGE AVE
FINANCE DEPT/ACCOUNTING
MELBOURNE, FL 32901
United States
Phone: 321-608-7705
Fax:
Email: vincent.vinueza@mlbfl.org

Inside Account Executive

John Kearney

290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-564-8563
Fax: 732-564-8363
Email: John_Kearney@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	OMNISSA HORIZON UNIVERSAL WITH VVF FOR VDI-ADD-ON TO CORE-NAMED USER-QTY 10-PRODUCTION SUPPORT-12 MONTHS-PREPAID Omnissa - Part#: HAH-ADNUB-12PT0-C1S Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/2/2026 – 3/1/2027 Note: Software; ESD; 12 month term	76	\$1,980.00	\$1,419.63	\$107,891.88
2	OMNISSA HORIZON UNIVERSAL WITH VVF FOR VDI-CORE-NAMED USER-QTY 50-PRODUCTION SUPPORT-12 MONTHS-PREPAID Omnissa - Part#: HAH-CRNUB-12PT0-C1S Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/2/2026 – 3/1/2027 Note: Software; ESD; 12 month term	1	\$9,900.00	\$7,098.14	\$7,098.14
					Subtotal \$114,990.02
					Total \$114,990.02

Additional Comments

Pricing is subject to change based on OEM and Distribution pricing changes

Your use of, deployment, and access to Omnissa Offerings are governed by the "Omnissa General Terms" – the current version of the Omnissa General Terms and applicable documentation available at <https://www.omnissa.com/legal-center/>.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



**Alternate Contract Source (ACS)
No. 43230000-23-NASPO-ACS
For
Software Value Added Reseller**

This Alternate Contract Source No. 43230000-23-NASPO-ACS Software Value Added Reseller (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and SHI International Corp. (Contractor), located at 290 Davidson Avenue, Somerset, NJ 08873 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of the Department of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of Arizona competitively procured Software Value Added Reseller services and executed Contract No. CTR060028, Software Value-Added Reseller (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective April 25, 2022, and its term currently ends on April 24, 2027. The Master Contract has two (2) one-year renewals available. The Contract will become effective on April 1, 2023, or on the date signed by all Parties, whichever is later. The Contract will expire on April 24, 2027, unless terminated earlier or renewed in accordance with Exhibit A, Special Contract Conditions.

2. Scope

This Contract includes the entire scope of the products and services available through the Master Contract, for which the Contractor is acting as a reseller for the software and services provided by the applicable software publishers. The Contractor is authorized through the

**Alternate Contract Source (ACS)
No. 43230000-23-NASPO-ACS
For
Software Value Added Reseller**

Master Contract to act as a reseller for the software and services provided by the software publishers in Category I – General software and Category II – Microsoft-only software.

3. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: Price Sheet
- e) Exhibit D: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

4. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the mutually agreed upon terms and conditions included in any contract or purchase orders issued pursuant to this Contract.

5. Primary Contacts.

Department's Contract Manager:

Evan McLaughlin
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: 850-487-9847
Email: evan.mclaughlin@dms.fl.gov

**Alternate Contract Source (ACS)
No. 43230000-23-NASPO-ACS
For
Software Value Added Reseller**

Contractor's Contract Manager:

Kristina Mann
Senior Manager - Contracts
SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873
Telephone: 888-764-8888
Email: Kristina_Mann@SHI.com

6. SVAR Requirements.

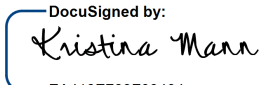
The Contractor shall provide Customers with any requested information pertaining to accessible electronic information and information technology products to assist the Customer's compliance with Chapter 282, F.S. and rules promulgated therefrom, including Rule Chapter 60-8, Florida Administrative Code.

7. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

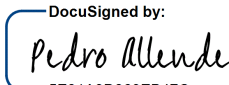
SHI INTERNATIONAL CORP.

DocuSigned by:

EA418E789F09404...

Kristina Mann
Sr. Manager - Contracts

Date: 4/6/2023 | 9:48 AM EDT

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:

5E91A9B969EB47C...

Pedro Allende
Secretary

Date: 4/12/2023 | 9:10 PM EDT



ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Preferred Pricing Affidavit: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.
- D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- E. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's

punchout catalog site and the shopping cart (full of Products) is “brought back” to MFMP. No orders are sent to a supplier when the user exits the supplier’s punchout catalog site. Instead, the chosen Products are “brought back” to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purpose of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department’s Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State’s fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department’s Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority

business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

- 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
- 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

- G. Financial Consequences: The Department or Customer, where applicable, reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the end of each month	\$100 per day late
Contractor will provide timely acknowledgement and responses to Customer Inquiries	All Customer inquiries will be acknowledged and responded to timely	- Initial responses to Customer inquiries are due within 1 business day - If the Contractor's initial response does not resolve the Customer inquiry, a follow-up response to the inquiry is due to Customer no later than 3 business days following the initial response until inquiry is resolved, unless otherwise agreed upon by Customer and Contractor.	\$150 per occurrence

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will provide timely and accurate invoicing to Customers	All Customer invoices will be provided timely and accurately upon Customer acceptance of delivery	- Invoices are due to be submitted to Customers no later than 30 calendar days after Customer acceptance. - Invoices requiring correction are due to be resubmitted to Customers within 30 calendar days after notification of inaccurate invoice.	\$100 per calendar day late up to \$1,000

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

- H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings, which the Contractor may attend remotely. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- Contract compliance
 - Contract savings (in dollar amount and cost avoidance)
 - Spend reports by Customer
 - Recommendations for improved compliance and performance
- I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all third party fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or to the extent caused by any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by

the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public

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

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and applicable attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.4.1 Ownership

If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries

If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract specifically for the Customer, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract specifically for the Customer.

8.4.3 Copyrightable Works

If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, all copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

11.3.2 Liquidated Damages

The Customer and the Contractor may negotiate terms of liquidated damages at the point of purchase related to how the Contractor's delayed performance will damage the Customer, but by their nature such damages are difficult to ascertain. Accordingly, the negotiated liquidated damages provisions will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may

conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon thirty (30) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.....	17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

**NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE**

Use this tab ONLY if you wish to be considered for a contract award in this category AND if you have submitted a response to all questions and criteria related to this category in your proposal. Evaluation shall be based on the AVERAGE OF ALL PERCENTAGES listed for each pricing model in this tab.

INSTRUCTIONS: Please complete all GREEN, YELLOW, and ORANGE fields below. For the full set of line items included in this category, you may submit 1) a Maximum Markup on Reseller's Invoiced Cost, 2) a Minimum Discount Off Manufacturer's Suggested Retail Price (MSRP), or 3) both. YOU MUST BE CONSISTENT IN YOUR USE OF PRICING MODELS (*i.e.*, you may not submit a Maximum Markup for half of the line items in this category and a Minimum Discount for the other half). As some Purchasing Entities can only use certain types of pricing models, submitting pricing for only one model may prevent you from doing business with certain entities, and resellers are encouraged to submit pricing for both models if possible. Proposals using one cost model will be evaluated against only those proposals using the same cost model. If awarded a contract, a vendor submitting pricing for both models may be permitted to offer products and services using both models, or may be permitted to offer products and services using only one model, depending on the outcome of the evaluation.

NOTE: Any formulas entered into this form have been entered as a COURTESY ONLY, and it is solely the responsibility of each Offeror to ensure that all information entered into this spreadsheet--including mathematical calculations--are complete and accurate.

	PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
	Tier I Publishers (Key Itemized Publishers)		
1	ADOBE	3.00%	1.00%
2	CA TECHNOLOGIES	2.50%	1.00%
3	CISCO	3.50%	10.00%
4	COMMVault	3.00%	5.00%
5	IBM	2.50%	0.00%
6	RED HAT	3.50%	0.00%
7	SPLUNK	3.50%	1.00%
8	TABLEAU	3.50%	0.00%
9	VEEAM	3.00%	1.00%
10	VMWARE	3.50%	5.00%
	Tier II Publishers (Other Itemized Publishers)		

11	AUTODESK	3.00%	1.00%
12	BARRACUDA NETWORKS	2.00%	1.00%
13	BMC SOFTWARE	3.50%	1.00%
14	CHECK POINT SOFTWARE	4.50%	5.00%
15	CHERWELL	2.00%	1.00%
16	CITRIX	4.50%	1.00%
17	CHATSWORTH PRODUCTS (CPI)	2.00%	5.00%
18	CROWDSTRIKE	4.50%	1.00%
19	DELL	3.50%	5.00%
20	DELPHIX	2.00%	5.00%
21	DOCUSIGN	4.50%	1.00%
22	DYNATRACE	3.50%	1.00%
23	FORCEPOINT	3.00%	5.00%
24	FORTINET	4.50%	1.00%
25	GOOGLE	4.00%	1.00%
26	INFORMATICA	3.50%	1.00%
27	IVANTI	3.50%	5.00%
28	KNOWBE4	3.50%	1.00%
29	MCAFEE	3.50%	5.00%
30	MICRO FOCUS	3.50%	0.00%
31	MULESOFT	2.00%	5.00%
32	NETMOTION	3.50%	1.00%
33	OKTA	3.50%	0.00%
34	OPENTEXT	3.50%	1.00%
35	PROGRESS SOFTWARE	2.00%	5.00%
36	PROOFPOINT	4.50%	5.00%
37	QUEST SOFTWARE	3.50%	5.00%
38	RAPID7	3.50%	1.00%
39	RSA SECURITY	3.00%	1.00%
40	SALESFORCE	4.50%	0.00%
41	SAP	3.50%	5.00%
42	SOLARWINDS	3.50%	5.00%
43	SOPHOS	4.00%	5.00%
44	SPILLMAN	2.00%	5.00%

45	SYMANTEC	3.50%	10.00%
46	TENABLE	3.50%	1.00%
47	TREND MICRO	3.50%	1.00%
48	VARONIS	3.50%	1.00%
49	VERITAS	3.50%	0.00%
50	ZOHO	3.50%	0.00%
	Non-itemized Publishers		
51	All other publishers	6.00%	0.00%
		HOURLY RATE	
52	Reseller Services		
53	- Asset management	\$300.00	
54	- Solutions architect	\$225.00	
55	- Senior solutions architect	\$250.00	
56	- Program engagement manager	\$125.00	
57	- Project leader	\$125.00	
58	- Project manager	\$125.00	
59	- Senior project manager	\$175.00	
60	All other in-scope reseller services	\$300.00	

A	Average Tier I Publishers Markup/Discount:	3.15%	2.40%
B	Average Tier II Publishers Markup/Discount:	3.40%	2.60%
C	Non-itemized Publishers Markup/Discount	6.00%	0.00%
D	Average Reseller Services Hourly Rate:	\$203.13	



Melbourne City Council
April 14, 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.14.g.

Subject:

Utilization of contract pricing for water main deflections for the Water Distribution Division.

Background/Consideration:

The City of Melbourne Public Works & Utilities Department works closely with Brevard County and the Florida Department of Transportation to ensure the proper management and coordination of both new and existing infrastructure. As part of these efforts, water main deflections are required to address and prevent conflicts with sanitary sewer systems and storm drainage infrastructure. These deflections allow pressurized water mains to be safely routed over or under existing and proposed gravity flow systems.

In addition, these adjustments are necessary to comply with regulations established by the Florida Department of Environmental Protection, specifically Section 62-555-314 of the Florida Administrative Code, as well as applicable local guidelines. Compliance ensures the required separation between potable water mains and potential sources of contamination, thereby protecting public health and maintaining system integrity. The City of Melbourne currently maintains a contract with Concurrent Utility Services (Contract No. P25015K-0-2025/KL), which includes established pricing for work associated with performing these water main deflections. Staff seeks to utilize contract pricing under the existing contract.

Contract/Solicitation:

This contract expires on July 29, 2026, and has seven, 12-month renewals available.

Fiscal/Budget Impact:

Sufficient funding is available in Capital Improvement Project No. 30125 (FDOT Drainage Project A1A Utility Adjustments).

Requested Action:

Approval of utilization of contract pricing for water main deflections for the Water Distribution Division, Concurrent Utility Services, LLC, Rockledge, FL - estimated annual spend \$600,000.

City of Melbourne

SECOND AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES

Horizontal Directional Drill Services

Contract No. P25015K-0-2025/KL

This Second Amendment to Purchase Agreement for Services No. P25015K-0-2025/KL, Horizontal Directional Drill Services 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 **CONCURRENT UTILITY SERVICES LLC** a Florida limited liability company whose address is 455 Gus Hipp Blvd, Rockledge, FL 32955 (the "CONTRACTOR") (Collectively the "Parties").

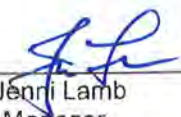
The CITY and the CONTRACTOR agree as follows:

1. The contract entered into on July 30, 2025, is hereby amended to change the proposed price rates.
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 Services No. P25015K-0-2025/KL, Horizontal Directional Drill Services, 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.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

CONCURRENT UTILITY SERVICES LLC
a Florida limited liability company

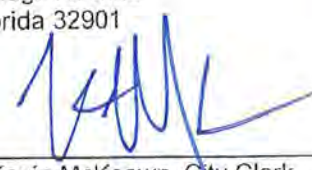
By: 
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

Date: 8/27/25

By: 
Name: Aaron Lafond
Its: President
455 Gus Hipp Blvd
Rockledge, FL 32955

Date: 8/26/2025

Attest:


Kevin McKeown, City Clerk

An Equal Opportunity Employer
www.melbourneflorida.org

EXHIBIT A4 - Pricing Schedule
HORIZONTAL DIRECTIONAL DRILL SERVICES
RFP-P25015K-0-2025KL

Item #	Estimated Qty	UOM	Description	Unit Price	New Unit Price
HORIZONTAL DIRECTIONAL DRILLING (HDD) SERVICES					
A-1	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 26.56	\$ 20.00
A-2	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 25.77	\$ 19.25
A-3	4,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 19.04	\$ 18.00
A-4	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 18.64	\$ 17.25
B-1	250	foot	4" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 49.87	\$ 40.50
B-2	500	foot	4" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 42.27	\$ 36.00
B-3	500	foot	4" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 40.37	\$ 34.50
B-4	501	foot	4" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 35.55	\$ 34.00
C-1	500	foot	6" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 78.09	\$ 56.50
C-2	500	foot	6" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 64.78	\$ 54.00
C-3	4,000	foot	6" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 58.01	\$ 37.25
C-4	1,000	foot	6" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 54.80	\$ 37.00
D-1	50	foot	8" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 119.53	\$ 88.75
D-2	100	foot	8" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 96.53	\$ 88.00
D-3	500	foot	8" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 89.12	\$ 88.00
D-4	501	foot	8" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 84.23	\$ 84.23
E-1	50	foot	10" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 153.26	\$ 153.26
E-2	100	foot	10" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 134.25	\$ 134.25
E-3	500	foot	10" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 124.74	\$ 124.74
E-4	501	foot	10" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 122.66	\$ 122.66
F-1	25	foot	12" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 194.41	\$ 194.41
F-2	100	foot	12" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 155.90	\$ 155.90
F-3	300	foot	12" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 146.40	\$ 146.40
F-4	501	foot	12" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 142.39	\$ 130.00
G-1	50	foot	14" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 275.74	\$ 275.74
G-2	100	foot	14" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 235.72	\$ 235.72
G-3	500	foot	14" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 218.22	\$ 185.00
G-4	501	foot	14" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 206.58	\$ 182.00
H-1	100	Each	2" MJ adapter	\$ 292.54	\$ 292.54
H-2	20	Each	4" MJ adapter	\$ 257.26	\$ 257.26
H-3	50	Each	6" MJ adapter	\$ 326.77	\$ 326.77
H-4	10	Each	8" MJ adapter	\$ 463.90	\$ 463.90
H-5	10	Each	10" MJ adapter	\$ 566.80	\$ 566.80

Item #	Estimated Qty	UOM	Description	Unit Price	New Unit Price
H-6	10	Each	12" MJ adaptor	\$ 796.75	\$ 769.75
H-7	10	Each	14" MJ adapter	\$ 1,064.72	\$ 1,064.72
MOBILIZATION					
I-1	20	Each	Mobilization - Only if canceled prior to beginning work (ALL LINE ITEM PRICING TO INCLUDE MOBILIZATION)	\$ 400.00	\$ 400.00
I-2	10	Each	Mobilization - non-normal hours (Monday - Friday, 4:01 p.m. - 7:59 a.m., Saturdays, Sundays and City-observed holidays)	\$ 792.00	\$ 792.00
CAD AS-BUILTS					
J-1	1	Hour	CAD As-Builts including mobilization, pre-survey & staking	\$ 162.00	\$ 162.00
CORE DRILL WITH BOOT AND TIE IN INCLUDED					
K-1	1	Each	core drill to host 2" force main (Boot and tie-in INCLUDED)	\$ 1,106.03	\$ 1,106.03
K-2	1	Each	core drill to host 4" gravity/force main (Boot and tie-in INCLUDED)	\$ 1,639.05	\$ 1,639.05
K-3	1	Each	core drill to host 6" gravity/force main (Boot and tie-in INCLUDED)	\$ 2,527.07	\$ 2,527.07
K-4	1	Each	core drill to host 8" gravity/force main (Boot and tie-in INCLUDED)	\$ 2,936.08	\$ 2,936.08
OPTIONAL PRICING:					
OP-1	1	Each	1" Tap with 1" Service Saddle	\$ 1,176.03	\$ 1,176.03
OP-2	1	Each	2" Tap with 2" Service Saddle	\$ 1,550.04	\$ 1,550.04
OP-3	1	Each	4" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 2,313.06	\$ 2,313.06
OP-4	1	Each	6" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 2,698.07	\$ 2,698.07
OP-5	1	Each	6"x4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,241.11	\$ 5,241.11
OP-6	1	Each	6"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,993.13	\$ 5,993.13
OP-7	1	Each	8" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,001.04	\$ 3,001.04
OP-8	1	Each	8"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,143.13	\$ 6,143.13
OP-9	1	Each	8" x 8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 7,770.16	\$ 7,770.16
OP-10	1	Each	10" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,049.03	\$ 3,049.03
OP-11	1	Each	10"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,745.14	\$ 6,745.14
OP-12	1	Each	10"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8,067.16	\$ 8,067.16
OP-13	1	Each	12" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,183.03	\$ 3,183.03
OP-14	1	Each	12"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 7,407.15	\$ 7,407.15
OP-15	1	Each	12"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8,520.16	\$ 8,520.16
OP-16	1	Each	12"x10" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 11,063.21	\$ 11,063.21
OP-17	1	Each	6" Fire Hydrant Assembly Installation (Typical) with City Supplied Hydrant	\$ 5,632.16	\$ 5,632.16
OP-18	1	Each	6" C-900 Pipe Installed (20' Section)	\$ 864.02	\$ 864.02
OP-19	1	Each	8" C-900 Pipe Installed (20' Section)	\$ 1,245.63	\$ 1,245.63
OP-20	1	Each	10" C-900 Pipe Installed (20' Section)	\$ 1,612.04	\$ 1,612.04
OP-21	1	Each	12" C-900 Pipe Installed (20' Section)	\$ 2,280.05	\$ 2,280.05
OP-22	1	Each	6" Line Stop with Stainless Steel Sleeve	\$ 8,279.59	\$ 8,279.59
OP-23	1	Each	8" Line Stop with Stainless Steel Sleeve	\$ 9,192.49	\$ 9,192.49
OP-24	1	Each	10" Line Stop with Stainless Steel Sleeve	\$ 11,949.22	\$ 11,949.22
OP-25	1	Each	12" Line Stop with Stainless Steel Sleeve	\$ 12,503.33	\$ 12,503.33
OP-26	1	Each	Single Service Complete	\$ 1,356.03	\$ 1,356.03
OP-27	1	Each	Double Service Complete	\$ 1,752.44	\$ 1,752.44
OP-28	1	feet- Each	1" SDR9, 2" casing (0-50 ft. install)	\$ 1,562.64	\$ 1,562.64
Item #	Estimated Qty	UOM	Description	Unit Price	New Unit Price

OP-29	1	feet- Each	1" SDR9, 2" casing (51-100 ft. install)	\$ 1,260.63	\$ 1,260.63
OP-30	1	Each	connect to existing meter	\$ 226.01	\$ 226.01
OP-31	1	Each	Install 2" to 12" gate valve on new HDPE	\$ 6,752.01	\$ 6,752.01
OP-32	1	Each	Connect to existing 2" valve/main	\$ 985.63	\$ 985.63
OP-33	1	Each	Connect to existing 4" valve/main	\$ 1,408.04	\$ 1,408.04
OP-34	1	Each	Connect to existing 6" valve/main	\$ 1,689.65	\$ 1,689.65
OP-35	1	Each	Connect to existing 8" valve/main	\$ 1,900.85	\$ 1,900.85
OP-36	1	Each	Connect to existing 10" valve/main	\$ 2,464.07	\$ 2,464.07
OP-37	1	Each	Connect to existing 12" valve/main	\$ 2,816.08	\$ 2,816.08
OP-38	1	Each	Pre Con Video	\$ 930.00	\$ 930.00
OP-39	1	Each	Dewatering (WEEKLY CHARGE)	\$ 5,390.00	\$ 5,390.00
OP-39 - 1	1	Each	Dewatering (MONTHLY CHARGE)	\$ 15,900.00	\$ 15,900.00
Traffic Control - FDOT Right of Way					
OP-40	1	Setup	Flagman	\$ 810.00	\$ 810.00
OP-41	1	Setup	Arrow Board	\$ 85.00	\$ 85.00
OP-42	1	Setup	Barricades	\$ 53.00	\$ 53.00
OP-43	1	Setup	Lane Dividers	\$ 71.00	\$ 71.00
Traffic Control - City Right of Way					
OP-44	1	Setup	Flagman	\$ 810.00	\$ 810.00
OP-45	1	Setup	Arrow Board	\$ 85.00	\$ 85.00
OP-46	1	Setup	Barricades	\$ 53.00	\$ 53.00
OP-47	1	Setup	Lane Dividers	\$ 60.00	\$ 60.00
Traffic Control - County Right of Way					
OP-48	1	Setup	Flagman	\$ 8,100.00	\$ 810.00
OP-49	1	Setup	Arrow Board	\$ 85.00	\$ 85.00
OP-50	1	Setup	Barricades	\$ 53.00	\$ 53.00
OP-51	1	Setup	Lane Dividers	\$ 60.00	\$ 60.00
Additional Optional Pricing					
OP-52	1	each	Sidewalk Replacement 5' x 5' section	\$ 879.00	\$ 879.00
OP-53	1	each	Asphalt patch, 5' x 5' section	\$ 1,200.00	\$ 1,200.00
OP-54	1	each	asphalt patch, 10' x 10' section	\$ 1,799.00	\$ 1,799.00

City of Melbourne

FIRST AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES

Horizontal Directional Drill Services

Contract No. P25015K-0-2025/KL

This First Amendment to Purchase Agreement for Services No. P25015K-0-2025/KL, Horizontal Directional Drill Services 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 **CONCURRENT UTILITY SERVICES LLC** a Florida limited liability company whose address is 455 Gus Hipp Blvd, Rockledge, FL 32955 (the "CONTRACTOR") (Collectively the "Parties").

The CITY and the CONTRACTOR agree as follows:

1. The contract entered into on July 30, 2025, is hereby amended to change the UOM from foot to each on line items # OP-28 and OP-29.
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 First Amendment to Purchase Agreement for Services No. P25015K-0-2025/KL, Horizontal Directional Drill Services, 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.

CITY OF MELBOURNE, FLORIDA

A Florida municipal corporation

CONCURRENT UTILITY SERVICES LLC

a Florida limited liability company

By:  Date 8/18/25
Name: ~~Joan Lamb~~ Joan Junkata
Its: City Manager, Acting
900 E. Strawbridge Avenue
Melbourne, Florida 32901

By:  Date 8/19/2025
Name: Aaron Lafond
Its: President
455 Gus Hipp Blvd
Rockledge, FL 32955

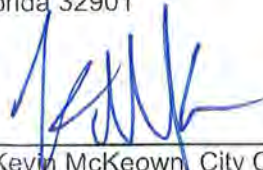
Attest: 
Kevin McKeown, City Clerk

EXHIBIT A4 - Pricing Schedule
HORIZONTAL DIRECTIONAL DRILL SERVICES
RFP-P25015K-0-2025KL

Item #	Estimated Qty	UOM	Description	Unit Price
HORIZONTAL DIRECTIONAL DRILLING (HDD) SERVICES				
A-1	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 26.56
A-2	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 25.77
A-3	4,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 19.04
A-4	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 18.64
49.87				
B-1	250	foot	4" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 49.87
B-2	500	foot	4" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 42.27
B-3	500	foot	4" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 40.37
B-4	501	foot	4" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 35.55
C-1	500	foot	6" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 78.09
C-2	500	foot	6" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 64.78
C-3	4,000	foot	6" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 58.01
C-4	1,000	foot	6" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 54.80
D-1	50	foot	8" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 119.53
D-2	100	foot	8" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 96.53
D-3	500	foot	8" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 89.12
D-4	501	foot	8" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 84.23
E-1	50	foot	10" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	153.26
E-2	100	foot	10" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	134.25
E-3	500	foot	10" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	124.74
E-4	501	foot	10" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	122.66
F-1	25	foot	12" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	194.41
F-2	100	foot	12" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	155.90
F-3	300	foot	12" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	146.40
F-4	501	foot	12" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	142.39
G-1	50	foot	14" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 275.74
G-2	100	foot	14" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 235.72
G-3	500	foot	14" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 218.22
G-4	501	foot	14" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 205.58
H-1	100	Each	2" MJ adapter	\$ 292.54
H-2	20	Each	4" MJ adapter	\$ 257.26
H-3	50	Each	6" MJ adapter	\$ 326.77
H-4	10	Each	8" MJ adapter	\$ 463.90
H-5	10	Each	10" MJ adapter	\$ 566.80

Item #	Estimated Qty	UOM	Description	Unit Price
H-6	10	Each	12" MJ adaptor	\$ 796.75
H-7	10	Each	14" MJ adapter	\$ 1,064.72
MOBILIZATION				
I-1	20	Each	Mobilization - Only if canceled prior to beginning work (ALL LINE ITEM PRICING TO INCLUDE MOBILIZATION)	\$ 400.00
I-2	10	Each	Mobilization - non-normal hours (Monday - Friday, 4:01 p.m. - 7:59 a.m., Saturdays, Sundays and City-observed holidays)	\$ 792.00
CAD AS-BUILTS				
J-1		Hour	CAD As-Builts including mobilization, pre-survey & staking	\$ 162.00
CORE DRILL WITH BOOT AND TIE IN INCLUDED				
K-1		Each	core drill to host 2" force main (Boot and tie-in INCLUDED)	\$ 1,106.03
K-2		Each	core drill to host 4" gravity/force main (Boot and tie-in INCLUDED)	\$ 1,639.05
K-3		Each	core drill to host 6" gravity/force main (Boot and tie-in INCLUDED)	\$ 2,527.07
K-4		Each	core drill to host 8" gravity/force main (Boot and tie-in INCLUDED)	\$ 2,936.08
OPTIONAL PRICING:				
OP-1	1	Each	1" Tap with 1" Service Saddle	\$ 1,176.03
OP-2	1	Each	2" Tap with 2" Service Saddle	\$ 1,550.04
OP-3	1	Each	4" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 2,313.06
OP-4	1	Each	6" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 2,698.07
OP-5	1	Each	6"x4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,241.11
OP-6	1	Each	6"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,993.13
OP-7	1	Each	8" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,001.04
OP-8	1	Each	8"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,143.13
OP-9	1	Each	8" x 8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 7,770.16
OP-10	1	Each	10" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,049.03
OP-11	1	Each	10"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,745.14
OP-12	1	Each	10"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8,067.16
OP-13	1	Each	12" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,183.03
OP-14	1	Each	12"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 7,407.15
OP-15	1	Each	12"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8,520.16
OP-16	1	Each	12"x10" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 11,063.21
OP-17	1	Each	6" Fire Hydrant Assembly Installation (Typical) with City Supplied Hydrant	\$ 5,632.16
OP-18	1	Each	6" C-900 Pipe Installed (20' Section)	\$ 864.02
OP-19	1	Each	8" C-900 Pipe Installed (20' Section)	\$ 1,245.63
OP-20	1	Each	10" C-900 Pipe Installed (20' Section)	\$ 1,612.04
OP-21	1	Each	12" C-900 Pipe Installed (20' Section)	\$ 2,280.05
OP-22	1	Each	6" Line Stop with Stainless Steel Sleeve	\$ 8,279.59
OP-23	1	Each	8" Line Stop with Stainless Steel Sleeve	\$ 9,192.49
OP-24	1	Each	10" Line Stop with Stainless Steel Sleeve	\$ 11,949.22
OP-25	1	Each	12" Line Stop with Stainless Steel Sleeve	\$ 12,503.33
OP-26	1	Each	Single Service Complete	\$ 1,356.03
OP-27	1	Each	Double Service Complete	\$ 1,752.44
OP-28	1	feet- Each	1" SDR9, 2" casing (0-50 ft. install)	\$ 1,562.64
Item #	Estimated Qty	UOM	Description	Unit Price

OP-29	1	feet- Each	1" SDR9, 2" casing (51-100 ft. install)	\$ 1,260.63
OP-30	1	Each	connect to existing meter	\$ 226.01
OP-31	1	Each	Install 2" to 12" gate valve on new HDPE	\$ 6,752.01
OP-32	1	Each	Connect to existing 2" valve/main	\$ 985.63
OP-33	1	Each	Connect to existing 4" valve/main	\$ 1,408.04
OP-34	1	Each	Connect to existing 6" valve/main	\$ 1,689.65
OP-35	1	Each	Connect to existing 8" valve/main	\$ 1,900.85
OP-36	1	Each	Connect to existing 10" valve/main	\$ 2,464.07
OP-37	1	Each	Connect to existing 12" valve/main	\$ 2,816.08
OP-38	1	Each	Pre Con Video	\$ 930.00
OP-39	1	Each	Dewatering (WEEKLY CHARGE)	\$ 5,390.00
OP-39 - 1	1	Each	Dewatering (MONTHLY CHARGE)	\$ 15,900.00
Traffic Control - FDOT Right of Way				
OP-40	1	Setup	Flagman	\$ 810.00
OP-41	1	Setup	Arrow Board	\$ 85.00
OP-42	1	Setup	Barricades	\$ 53.00
OP-43	1	Setup	Lane Dividers	\$ 71.00
Traffic Control - City Right of Way				
OP-44	1	Setup	Flagman	\$ 810.00
OP-45	1	Setup	Arrow Board	\$ 85.00
OP-46	1	Setup	Barricades	\$ 53.00
OP-47	1	Setup	Lane Dividers	\$ 60.00
Traffic Control - County Right of Way				
OP-48	1	Setup	Flagman	\$ 81,000.00
OP-49	1	Setup	Arrow Board	\$ 85.00
OP-50	1	Setup	Barricades	\$ 53.00
OP-51	1	Setup	Lane Dividers	\$ 60.00
Additional Optional Pricing				
OP-52	1	each	Sidewalk Replacement 5' x 5' section	\$ 879.00
OP-53	1	each	Asphalt patch, 5' x 5' section	\$ 1,200.00
OP-54	1	each	asphalt patch, 10' x 10' section	\$ 1,799.00



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

PURCHASE AGREEMENT FOR SERVICES
HORIZONTAL DIRECTIONAL DRILL SERVICES

This **PURCHASE AGREEMENT FOR SERVICES – Horizontal Directional Drill Services** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and Concurrent Utility Services LLC, a Florida Limited Liability Company, whose mailing address is 2774 Carrier Avenue, Sanford, Florida 32773 hereinafter referred to as the **PRIMARY 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	Public Works and Utilities Jennifer Spagnoli, Director City of Melbourne 2885 Harper Road Melbourne, FL 32904 Jennifer.Spagnoli@mlbfl.org P: 321-608-5001	Concurrent Utility Services LLC Patrick Johnson 455 Gus Hipp Blvd Rockledge, FL 32955 pjohnson@concurrentllc.net P: 321-223-4759

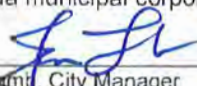
This Contract consists of the following documents: (Mark "X" where applicable)

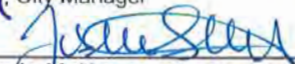
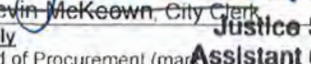
- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services (Std Version 02/07/2024)
- ☒ Exhibit A1. Statement of Work
- ☒ Exhibit A2. Performance Standards
- ☐ Exhibit A3. Maintenance Agreement
- ☒ Exhibit A4. Pricing Schedule
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☐ Exhibit D: Bid Specifications
- ☐ Exhibit D1: Invitation to Bid # _____, as modified by addenda (the "ITB")
- ☒ Exhibit D2: Request for Proposal # P25015K-0-2025/KL as modified by addenda (the "RFP")
- ☒ Exhibit D3: CONTRACTOR's Responsive Bid dated May 01, 2025 but only to the extent responsive to CITY's ITB or RFP, as the case may be (the "Bid")

CITY may purchase and CONTRACTOR shall sell the Services (and Items incidental thereto) as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on July 30, 2025 (the "Commencement Date"), subject to the Effective Date. This Contract expires on July 29, 2026 (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to seven (7) additional one-year terms.

CITY:

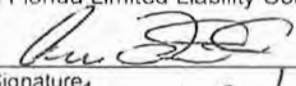
CITY OF MELBOURNE,
a Florida municipal corporation


Jenni LaMarche, City Manager 7/24/25 Date

ATTEST: 
Kevin McKeown, City Clerk

Justice Stevens
Assistant City Clerk

CONTRACTOR:

CONCURRENT UTILITY SERVICES LLC,
a Florida Limited Liability Company


Signature: _____ Date: 7/17/25

Name: Aaron Laford
Title: President

City Use Only Initial Method of Procurement (mark) ☐ ITB # _____ ☒ RFP # <u>P25015K-0-2025/KL</u> ☐ Exception: _____	Commencement Date: <u>07/30/2025**</u> ** Note: But effective no earlier than last of the parties to execute Expiration Date: <u>07/29/2026</u> Renewal: ☐ No ☒ Yes: 7-1 year terms ☐ Not Applicable Council Approval Date: <u>7/22/2025</u>
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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 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 ideologic interests as set forth therein. Violations of this restriction will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- K. CONTRACTOR agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONTRACTOR will perform only those Services identified on Exhibit A1 and will work only in areas designated for such Services. CONTRACTOR shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

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

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

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

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

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

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

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

20. DISPUTES

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

21. ASSIGNMENT; SUBCONTRACTORS

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

require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

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

23. APPLICABLE LAW

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

24. HEADINGS

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

25. SURVIVAL

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

26. TIME

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

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

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

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EXHIBIT A1

STATEMENT OF WORK

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

CONTRACTOR shall provide Horizontal Directional Drill Services as more particularly described as follows:

I. OVERVIEW

CONTRACTOR shall furnish all labor, materials, equipment, tools, transportation, shipping and handling, supervision, insurance necessary to furnish, deliver, all operations for horizontal directional drilling (HDD) services of various sized DR11 DIPS-HDPE on an as-needed basis.

II. SITE LOCATIONS

A. Site locations will be determined by the CITY.

III. CONTRACTOR RESPONSIBILITIES

A. Contractor responsibilities shall include but not be limited to obtaining all utility locates through Sunshine One-Call, furnishing all material, equipment and labor for each of the projects listed below and having a contingency plan including back up equipment in the event of drilling failure. 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. 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". Once installed, and prior to acceptance, tracing wire will be tested for continuity and signal strength. In addition, said pipe and fittings shall be pressure tested at 150 psi for a period of two hours as per City of Melbourne Technical Specifications.

IV. TECHNICAL SPECIFICATIONS

A. General:

- a) If these Specifications do not specifically cover an item of work, the current Florida Department of Transportation Specifications and as supplemented, and/or the governing municipals subdivision regulations for water, sewer, reuse, street and drainage will govern.
- b) This section includes materials, performance and installation standards and Contractor responsibilities associated with the furnishing of all labor, materials, equipment and incidentals required to install, complete, required trenchless installation of pressure mains, as shown on the Drawings and as specified herein.
- c) The Contractor shall furnish all material, equipment, transportation, tools, and labor to install pipe by directional drilling method, or direct trenchless pipe installation as required, and all related work for a complete installation.
- d) 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 years experience in the manufacture of such equipment. 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.

B. Quality Assurance:

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. 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.

D. 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.

E. 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') 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.

F. 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%).

G. 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.
- Butt fusion is preferred. Mechanical insertion will be allowed on a case by case basis as approved by City.
- 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.
- 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

H. Pressure Testing / Flushing / Pigging / Pre-chlorination / Clearance Sampling:

- HDPE pipe shall be pressure tested prior to pull back into the borehole. Pressure testing and flushing 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.
- After pulling pipe into position, but before attachment of adjacent sections of pipe, 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.
- 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.
- HDPE piping greater than 2-inch in diameter shall be flushed/pigged in accordance with the City of Melbourne Technical Specifications. HDPE piping 2-inch in diameter must be flushed only.

- e) Contractor has the option to utilize pre-chlorinated HDPE pipe material. If the contractor utilizes this option, it shall not be at a greater expense to the City.
- f) Clearance sampling shall be in accordance with the latest FDEP requirements.
- i. 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 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.

V. 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.

VI. PERMITTING

- A. It shall be the responsibility of the CITY to obtain all permits for work done under this contract with the exception of dewatering permits.

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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 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 regularly-scheduled 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 a predetermined number of days as determined by project scope from 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.
- D. The Contractor shall be in continuous compliance with all applicable provisions of OSHA/EPA/NSF regulations/standards (latest revisions). The Contractor shall set up and maintain a safe workplace and shall enforce a continuous safety program to provide protection against potential hazards. All Contractor personnel must be made aware of the hazards associated with the work as specified and the necessary precautions against them.

The City of Melbourne reserves the right to reject any contractor employee or subcontractor employee doing business for the awarded contractor that has not received the proper safety training pertaining to the work being performed under this contract or is not performing work in a safe manner. Any costs resulting in a rejection or personnel will be at the contractor's expense.

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. EMERGENCY/ ON-CALL SERVICES

Should City staff determine the need for emergency work, all purchase order requirements shall be waived at the discretion of the Public Works and Utilities Director or their designee. Invoice(s) shall reflect the contractor's applicable hourly rate provided in his/her proposal submittal's pricing sheet.

Contractor shall maintain an after-hours answering service and/or designate an after-hours contact telephone number. Answer machines or recorded messages will not be acceptable. The on-call crew leader shall return the City's call within thirty (30) minutes and have a full crew and all required equipment at the designated job site within three (3) hours after City's initial contact, unless other arrangements are made and agreed upon by the City. The contractor shall be on-call twenty-four (24) hours per day, seven (7) days per week to provide all labor, material, equipment and incidentals necessary.

XI. 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 one (1) year period. Approved price adjustments shall remain unchanged for no less than one (1) year 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.

XII. INVOICING

- A. The Contractor shall invoice the City upon completion of each job. The amounts invoiced shall be those agreed upon by this contract or by change order to the contract.
- B. 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/Time of initial contact by the City of Melbourne
- Date/Time contractor's full staffed crew arrived at work site to begin work.
- Physical location of work site.
- Description of work done (i.e., size of casing installed, linear footage)
- Date/Time crew completed work
- Unit prices and extended total prices of goods provided
- Allowable discounts

- C. The City agrees to pay the Contractor at the rate(s) stated in the Contractor's submitted bid.
- D. 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.
- E. Invoices for services performed are to be sent to the City of Melbourne, Accounts Payable; 900 East Strawbridge Avenue; Melbourne, Florida 32901.
- F. The Contractor shall be paid according to bid costs for services rendered after service is fully completed to the satisfaction of the City.

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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 #	Estimated Qty	UOM	Description	Unit Price
HORIZONTAL DIRECTIONAL DRILLING (HDD) SERVICES				
A-1	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 26 56
A-2	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 23 75
A-3	4,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 18 00
A-4	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 17 25
B-1	250	foot	4" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 49 87
B-2	500	foot	4" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 42 27
B-3	500	foot	4" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 40 37
B-4	501	foot	4" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 35 55
C-1	500	foot	6" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 65 00
C-2	500	foot	6" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 55 00
C-3	4,000	foot	6" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 37 25
C-4	1,000	foot	6" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 37 00
D-1	50	foot	8" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 119 53
D-2	100	foot	8" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 96 53
D-3	500	foot	8" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 89 12
D-4	501	foot	8" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 84 23
E-1	50	foot	10" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 153 26
E-2	100	foot	10" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 134 25
E-3	500	foot	10" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 124 74
E-4	501	foot	10" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 122 66
F-1	25	foot	12" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 194 41
F-2	100	foot	12" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 155 90
F-3	300	foot	12" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 146 40
F-4	501	foot	12" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 130 00
G-1	50	foot	14" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 275 74
G-2	100	foot	14" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 235 72
G-3	500	foot	14" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 185 00
G-4	501	foot	14" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 182 00
H-1	100	Each	2" MJ adapter	\$ 292 54
H-2	20	Each	4" MJ adapter	\$ 257 26
H-3	50	Each	6" MJ adapter	\$ 326 77
H-4	10	Each	8" MJ adapter	\$ 463 90
H-5	10	Each	10" MJ adapter	\$ 566 80

Item #	Estimated Qty	UOM	Description	Unit Price
H-6	10	Each	12" MJ adaptor	\$ 796 75
H-7	10	Each	14" MJ adapter	\$ 1,064 72
MOBILIZATION				
I-1	20	Each	Mobilization - Only if canceled prior to beginning work (ALL LINE ITEM PRICING TO INCLUDE MOBILIZATION)	\$ 250 00
I-2	10	Each	Mobilization - non-normal hours (Monday - Friday, 4:01 p.m. - 7:59 a.m., Saturdays, Sundays and City-observed holidays)	\$ 750 00
CAD AS-BUILTS				
J-1	1	Hour	CAD As-Builts including mobilization, pre-survey & staking	\$ 162 00
CORE DRILL WITH BOOT AND TIE IN INCLUDED				
K-1	1	Each	core drill to host 2" force main (Boot and tie-in INCLUDED)	\$ 1,106 03
K-2	1	Each	core drill to host 4" gravity/force main (Boot and tie-in INCLUDED)	\$ 1,639 05
K-3	1	Each	core drill to host 6" gravity/force main (Boot and tie-in INCLUDED)	\$ 2,527 07
K-4	1	Each	core drill to host 8" gravity/force main (Boot and tie-in INCLUDED)	\$ 2,936 08
OPTIONAL PRICING:				
OP-1	1	Each	1" Tap with 1" Service Saddle	\$ 1 176 03
OP-2	1	Each	2" Tap with 2" Service Saddle	\$ 1,550 04
OP-3	1	Each	4" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 2,313 06
OP-4	1	Each	6" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 2,698 07
OP-5	1	Each	6"x4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,241 11
OP-6	1	Each	6"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,993 13
OP-7	1	Each	8" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,001 04
OP-8	1	Each	8"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,143 13
OP-9	1	Each	8" x 8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 7 770 16
OP-10	1	Each	10" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,049 03
OP-11	1	Each	10"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,745 14
OP-12	1	Each	10"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8,067 16
OP-13	1	Each	12" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,183 03
OP-14	1	Each	12"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 7 407 15
OP-15	1	Each	12"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8 520 16
OP-16	1	Each	12"x10" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 11,063 21
OP-17	1	Each	6" Fire Hydrant Assembly Installation (Typical) with City Supplied Hydrant	\$ 5,632 16
OP-18	1	Each	6" C-900 Pipe Installed (20' Section)	\$ 864 02
OP-19	1	Each	8" C-900 Pipe Installed (20' Section)	\$ 1,245 63
OP-20	1	Each	10" C-900 Pipe Installed (20' Section)	\$ 1,612 04
OP-21	1	Each	12" C-900 Pipe Installed (20' Section)	\$ 2,280 05
OP-22	1	Each	6" Line Stop with Stainless Steel Sleeve	\$ 8,279 59
OP-23	1	Each	8" Line Stop with Stainless Steel Sleeve	\$ 9,192 79
OP-24	1	Each	10" Line Stop with Stainless Steel Sleeve	\$ 11,949 22
OP-25	1	Each	12" Line Stop with Stainless Steel Sleeve	\$ 12,503 33
OP-26	1	Each	Single Service Complete	\$ 1,356 03
OP-27	1	Each	Double Service Complete	\$ 1,752 44
OP-28	1	foot	1" SDR9, 2" casing (0-50 ft. install)	\$ 1,562 64

Item #	Estimated Qty	UOM	Description	Unit Price
OP-29	1	foot	1" SDR9, 2" casing (51-100 ft install)	\$ 1,260 63
OP-30	1	Each	connect to existing meter	\$ 226 01
OP-31	1	Each	Install 2" to 12" gate valve on new HDPE	\$ 6,752 01
OP-32	1	Each	Connect to existing 2" valve/main	\$ 985 63
OP-33	1	Each	Connect to existing 4" valve/main	\$ 1,408 04
OP-34	1	Each	Connect to existing 6" valve/main	\$ 1,689 65
OP-35	1	Each	Connect to existing 8" valve/main	\$ 1,900 85
OP-36	1	Each	Connect to existing 10" valve/main	\$ 2,464 07
OP-37	1	Each	Connect to existing 12" valve/main	\$ 2,816 08
OP-38	1	Each	Pre Con Video	\$ 930 00
OP-39	1	Each	Dewatering (WEEKLY CHARGE)	\$ 5,390 00
OP-39 - 1	1	Each	Dewatering (MONTHLY CHARGE)	\$ 15,900 00
Traffic Control - FDOT Right of Way				
OP-40	1	Setup	Flagman	\$ 810 00
OP-41	1	Setup	Arrow Board	\$ 85 00
OP-42	1	Setup	Barricades	\$ 53 00
OP-43	1	Setup	Lane Dividers	\$ 71 00
Traffic Control - City Right of Way				
OP-44	1	Setup	Flagman	\$ 810 00
OP-45	1	Setup	Arrow Board	\$ 85 00
OP-46	1	Setup	Barricades	\$ 53 00
OP-47	1	Setup	Lane Dividers	\$ 60 00
Traffic Control - County Right of Way				
OP-48	1	Setup	Flagman	\$ 810 00
OP-49	1	Setup	Arrow Board	\$ 85 00
OP-50	1	Setup	Barricades	\$ 53 00
OP-51	1	Setup	Lane Dividers	\$ 60 00
Additional Optional Pricing				
OP-52	1	each	Sidewalk Replacement 5' x 5' section	\$ 879 00
OP-53	1	each	Asphalt patch, 5' x 5' section	\$ 1,200 00
OP-54	1	each	asphalt patch, 10' x 10' section	\$ 1,799 00
All unit costs shall include mobilization. Unit costs shall also include core-to-bore tie-ins as necessary.				

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Bid.**

This Contract is awarded based on CONTRACTOR's Response responding to CITY's ITB or RFP, as the case may be. CONTRACTOR represents and warrants that all information and representations contained in the Response is truthful to the best of CONTRACTOR's knowledge and belief and CONTRACTOR hereby restates and affirms all representations contained in the Response.

2. **Performance Bonds.**

2.1 Performance/Payment Bond shall be required for each individual project exceeding one hundred thousand (100,000) 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.

2.2 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.

2.3 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. 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:

Patrick Johnson
455 Gus Hipp Blvd
Rockledge, FL 32955

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

4. Insurance Requirements

- A. Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed.
- B. Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the awarded Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the awarded Contractor to maintain only Hired & Non-Owned Auto Liability Insurance.
- C. Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit.
- D. 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 D2

REQUEST FOR PROPOSAL

On file in Procurement Division

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



Melbourne City Council
April 14, 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.14.h.

Subject:

Purchase of Municipal Impact Fee Consultant Services

Background/Consideration:

Pursuant to Florida State Statute 163.31801, otherwise known as the "Florida Impact Fee Act," a local government may assess an impact fee to defray the cost of new infrastructure necessitated by new growth. Aside from impact fees relating to the City's utility systems, the City of Melbourne assesses three (3) types of municipal impact fees under this authority: Transportation/Mobility, Recreation, and Public Facilities.

Transportation/Mobility Impact Fees are assessed for the purpose of acquisition, expansion and development of the roads, streets, highways, bridges, bicycle lanes, transit facilities, and sidewalks needed to serve new development. The combined Transportation/Mobility Impact Fee for a single-family home is currently \$3,047.00, a rate last set on July 1, 2012.

Recreation Impact Fees are assessed for the purpose of acquisition, construction, or provision of recreational improvements or facilities needed or anticipated to be needed by new development. These fees are calculated using population, multiplying the sum of \$225.00 by the total number of population in a proposed development. A single-family home would incur \$540.00, a rate last set on June 28, 2005.

Public Facility Impact Fees are assessed for the purpose of providing additional capacity improvements needed to police, fire, and general administrative facilities based on increased demand for services due to growth. These fees are assessed on residential properties by the number of dwelling units, and non-residential properties by square footage. A single-family home would incur \$250.00, a rate last set on June 28, 2005.

As witnessed in the City's recent effort to address long-stagnant Water and Sewer Impact Fees, further delay in updating the existing fee structures increasingly shifts the burden of the impact of growth from new development to existing residents and ratepayers. Staff is recommending the use of Raftelis Financial Consultants (also the consultant on the Water and Sewer Impact Fee effort) to review and update the municipal impact fees, with the anticipation that any recommendation of the consultant relating to increased rates and amendments to City Code will be brought before City Council. The scope of services is expected to be completed within 180 days from Notice to Proceed.

**Contract/Solicitation:**

This purchase utilizes the contract pricing from the City of Deltona contract number RFP-25017. All quoted hourly rates are equal to the contract hourly rates. The Source Contract expires on May 1, 2026. The piggyback contract follows the same term, and also expires May 1, 2026; however, in accordance with the City's Purchasing Manual, the piggyback contract may be extended for 12 months.

Fiscal/Budget Impact:

Funding is insufficient in Project No. 18524 - Impact Fee Study. An administrative budget transfer in the amount of approximately \$34,000 from Project No. 10099 (General Projects - Unappropriated Budget Savings) is necessary to appropriate funds for the project.

Requested Action:

Approval of the Purchase of Municipal Impact Fee Consultant Services, Raftelis Financial Consultants, Inc., Maitland, FL - amount not to exceed \$134,000.



February 16, 2026

Ross McGinn
Director of Finance
City of Melbourne
900 East Strawbridge Avenue
Melbourne, FL 32901

Subject: **Proposal to Provide a Municipal Impact Fee Study**

Dear Mr. McGinn:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this proposal in response to the City of Melbourne's (the "City") request for a proposal to provide consulting services associated with the development of a Municipal Impact Fee Study. Based on our discussion with the City the study will include the development of proposed municipal impact fees for public facilities (which include police, fire, and general administrative facilities), parks and recreation, and transportation impact fees. We are committed to providing the City with the highest quality service and expertise to develop proposed fees for implementation.

SCOPE OF SERVICES

The detailed scope of services to be performed by Raftelis is included in Attachment A.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, I will serve as the Project Director and I have over 46 years of financial and rate consulting experience, including professional expertise related to the development and implementation of impact fees. Shawn Ocasio will be the Project Manager and primary contact with the City. Shawn has over 16 years of rate and financial consulting experience with a focus on the development of general government impact fees for municipal services. He has developed law enforcement, fire rescue, recreational, administrative, and library service impact fees for clients requiring an update and review of existing fees or designing fees for first time implementation. He also has significant experience with developing utility connection fees for utility clients across the state. Joe Williams will be our Transportation Impact Fee Lead and has over 13 years financial and rate consulting experience, including significant experience with the design and implementation of utility and municipal impact fees for local governments. Other staff consultants, analysts and administrative personnel will be utilized during the engagement as needed. The services covered by this Agreement shall be billed based on the direct labor rates set out in Attachment B as contained in the Professional Services Agreement (RFP #25017) which is made part of this proposal.

COMPENSATION AND BILLING

Based on the scope of services as summarized herein in Attachment A and the direct hourly labor billing rates as identified on Attachment B, we propose to establish a not-to-exceed contract budget of \$134,000 to provide consulting services associated with the performance of the Municipal Impact Fee Study. Attachment C provides a detailed breakdown of the proposed budget by task.

This project budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by Raftelis for such other direct costs, if any, will be billed to the City based on the standard unit costs or reimbursement schedule as reflected on Attachment B. It is proposed that Raftelis will bill

monthly for services relative to this engagement based on the hourly amount of time spent by the project team members and any the other direct costs incurred that may be required for the engagement. No additional services above the cost estimate will be performed without the prior written authorization of the City.

PROJECT SCHEDULE

Upon notification to proceed as provided by the City, Raftelis anticipated completing the impact fee study within 180 days. The completion of the study within this timeframe is subject to the availability of information provided to Raftelis from the City that would be necessary to conduct the evaluations.

TERMS AND CONDITIONS

This Proposal is prepared in accordance with the terms and conditions of the Professional Services Agreement between the City of Deltona, Florida and Raftelis pursuant to RFP#25017 dated August 6, 2025, as executed and adopted, between the City of Deltona and Raftelis (the "Piggyback Agreement"), which is attached to this Agreement for reference as Attachment D. The terms and conditions, including any provision for future adjustments, as contained in the Piggyback Agreement included in Attachment D shall be in effect during the term of this Agreement.

If this agreement is acceptable to the City, please execute the proposal and send a signed digital copy to us along with a signed purchase order.

We appreciate your consideration and the opportunity to be of service to the City.

Very truly yours,

Raftelis Financial Consultants, Inc.

ACCEPTED BY:

City of Melbourne, Florida



Henry L. Thomas

Name

Senior Vice President

Title

Title

February 16, 2026

Date

Date

**ATTACHMENT A
CITY OF MELBOURNE, FLORIDA
MUNICIPAL IMPACT FEE STUDY**

SCOPE OF SERVICES

The scope of service to be performed by Raftelis is related to the preparation of a Municipal Impact Fee Study. The scope of services shall be as follows:

1. Data Acquisition and Review – Raftelis will prepare a written data request outlining the necessary information that will need to be compiled by the City in order to complete the Impact Fee Study. The data requested will include, but not be limited to, the following: i) listing of all capital assets currently owned by the various municipal departments; ii) listing of various department's planned capital improvement projects; iii) population and development statistics; iv) service call information; v) listing of funded personnel positions; and v) any other data and information considered necessary to adequately perform the study. Raftelis will attend one (1) onsite project kickoff meeting with City staff to obtain direction and guidance on issues and objectives of the study and to collect and review information associated with the study.
2. Review of Existing Impact Fee Methods and Policy Review – This task includes evaluating current impact fee structures and fee application methods. We will work closely with City staff to address administrative concerns and identify areas of improvement related to customer service/land use categories and application methods and alternatives. This task will also include reviewing existing fee ordinances and application methods and identifying potential changes and improvements. By conducting this review process early in the project, the fees can be tailored to achieve policy objectives.
3. Service Area Forecast and Functional Population Analysis– An evaluation of the current service area demographics and property uses as well as a forecast of the service area needs will be reviewed based on data made available to Raftelis. This task will include a review of service area demographics and property uses including any projections of service area population and new development by type of residential development (e.g., single-family and multi-family). Additionally, population projections and other service area demographics as contained in the City's Comprehensive Land Use Plan; Florida Statistical Abstract; other information provided by the Bureau of Economic and Business Research, University of Florida; data made available by the City; and other such information may be relied upon. The purpose of this task is to identify the future service area demands for the various municipal services and to estimate the capital requirements (level of service relationship) required for the fair share cost apportionment of such costs to future growth. Additionally, an analysis to estimate future nonresidential growth and demand by land use will be developed. This analysis will require using data obtained from the Institute of Transportation Engineers (ITE) to develop factors to estimate nonresidential demands for municipal services.
4. Review of Level of Service Standards – Based on available information, Raftelis will work with City staff to identify the level of service standard (LOS) for the various municipal and utility services. This will include a review of existing population and currently funded police personnel positions, a review of fire department response call data, recreational facilities and acreages, facility square footages, transportation related information, and relevant other metrics / data points.
5. Cost Allocation – The capital costs associated with providing municipal services will be identified and allocated between existing and future properties where appropriate to support the overall determination of the fee. The allocation of such costs will be based on the service area demographics, level of service standards and development characteristics of the City and other factors as deemed appropriate by Raftelis and the City. This will include a functionalization analysis for current

investment in capital assets as well as planned future investments in capital assets in order to develop the proposed charges.

6. Design of Municipal Impact Fees – Raftelis will design Municipal Impact Fees based on the capital cost allocable to future growth and the level of service standards. Additionally, Raftelis will identify any external funding credits that should be recognized in developing the impact fees. During the development of the impact fee analysis, it has been assumed that Raftelis will attend one (1) onsite meeting and two (2) virtual meetings with City staff to discuss the fee development, fee application methodology, and preliminary results. Up to two (2) design scenarios are contemplated as a part of this task.
7. Impact Fee Comparison – A comparison of the proposed Municipal Impact Fees will be made with similar fees charged by other neighboring public jurisdictions.
8. Review of Impact Fee Ordinance – Raftelis will assist the City in reviewing the proposed impact fee ordinances as drafted by the City's Attorney. The review of the ordinance may include issues such as the level of rates charged and methodology for application, allowance for alternative methods of calculation, and establishment of a fund for the use of monies as considered necessary for the adoption of the proposed fees.
9. Presentation of Findings – A detailed report and briefing document will be prepared by Raftelis detailing the data relied upon in the development of the proposed impact and connection fees, the assumptions and analyses performed relative to the derivation of such fees, and our conclusions and recommendations for consideration by the City. It is anticipated that a draft report will be prepared for consideration and review by the City staff prior to presenting to the City Council for adoption and implementation. This task will also include attendance of one (1) on-site Council workshop and attendance of one (1) on-site public Council hearing to present the study results.
10. Fee Implementation Assistance – Raftelis will assist the City in the development of an impact fee implementation strategy based on the study results and the requirements as listed in the Florida Statutes. Implementation options to be discussed will include a phased implementation based on the standard statutory requirements or pursuit of immediate / full-fee implementation through the extraordinary circumstance provisions of the Florida Statutes. Discussions with the City and its Legal Counsel are included as a part of this task to develop a strategy that will achieve the City's implementation goals and objectives.

LIST OF DELIVERABLES

The deliverables to be provided in this engagement include the following items:

- Municipal Impact Fee Initial Data Request;
- Fee Comparisons with Other Jurisdictions;
- Briefing Document Section to Summarize Proposed Fees; and
- Municipal Impact Fee Study Report.

(Remainder of page intentionally left blank)

ONSITE AND VIRTUAL MEETINGS

The following is a summary of the four (4) onsite meetings and two (2) virtual meetings included for the development of the base scope of services herein:

Description	Client Meetings
Onsite Project Kickoff Meeting	1
Virtual Meetings to Review Assumptions and Methodology	2
Onsite Meeting to Review Preliminary Results	1
Onsite Workshop Presentation to City Commission	1
Onsite City Commission Public Hearing	1
Total Assumed Number of Onsite and Virtual Meetings	6

Should the City decide to pursue implementation of proposed fees via the extraordinary circumstances provisions of the Florida Impact Fee Act then two (2) additional on-site meetings are contemplated in addition to the six (6) onsite and virtual base scope related meetings noted above.

CITY STAFF ASSISTANCE

The following is a list of the tasks anticipated to be performed by the staff of the City to assist Raftelis in providing the services on a timely basis:

1. The gathering of specific customer, operational, capital and facility data and information;
2. Assistance with compiling data if not in a usable format in the general records and reports of the City;
3. Assistance in the formulation of policy or strategy decisions;
4. Assistance in the public relations program and scheduling of meetings to review results; and
5. General review and comments on the results of our analyses and reports to the City.

ADDITIONAL SERVICES

During the study, the City may request additional services from Raftelis. Examples of such additional services would include additional onsite meetings above and beyond the meetings identified in the scope of services. Other examples of additional services include providing services relating to meeting with third parties regarding the derivation of the rates and fees, providing litigation support services in the event of a challenge of the rates or fees, performance of impact fee negotiations and the preparation of developer agreements for the payment of such impact fees with potential large developments within the City limits, requests for updated impact fee scenarios after substantial completion of the initial work, fee scenario updates due to incorrect/incomplete data being provided by the City, and other related issues not contemplated in the above scope of services. Additionally, any support associated with fee implementation (procedural requirements, supporting documentation, additional meetings, etc.) under the extraordinary circumstance provisions of the Florida Statutes would also be considered as additional services. No additional services are contemplated at this time and such services will not be conducted until authorized by the City and as mutually agreed upon between the City and Raftelis.

ATTACHMENT B

RAFTELIS FINANCIAL CONSULTANTS, INC.

SCHEDULE OF DIRECT LABOR HOURLY RATES

DIRECT HOURLY LABOR RATES

Project Team Title	Direct Labor Hourly Rates [*]
Executive Vice President	\$425.00
Senior Vice President	\$400.00
Vice President	\$375.00
Senior Manager	\$340.00
Manager	\$295.00
Senior Consultant	\$260.00
Consultant	\$230.00
Associate	\$195.00
Analyst	\$150.00
Clerical and Administrative	\$100.00

[*] Direct hourly labor rates effective for calendar year 2026 and will then increase annually by 3.0% per year unless specified otherwise by contract.

STANDARD COST RATES

Expense Description	Standard Cost Rates [*]
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals	Not-to-Exceed per Raftelis Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective for calendar year 2026 and will then increase annually by 3.0% per year unless specified otherwise by contract.

ATTACHMENT C
City of Melbourne - Municipal Impact Fee Study

Tasks	Number of Onsite Meetings	Hours							Total Fees & Expenses
		HT	SO	MN	JW	DG	Admin	Total	
1. Data Acquisition and Review / Project Kick-off Meeting	1	6	16	20	8	0	1	51	\$15,875
2. Review of Existing Impact Fee Methods and Policy Review		1	2	6	4	0	0	13	\$3,960
3. Service Area Forecast and Functional Population Analysis		0	12	32	8	0	0	52	\$14,440
4 - 5. Review Level of Service Standards and Cost Allocation		2	35	70	16	10	0	133	\$36,800
6 - 7. Design of Municipal Impact Fees and Impact Fee Comparisons	1	4	24	50	16	10	0	104	\$29,595
8 - 9. Review Impact Fee Ordinance and Presentation of Findings	2	10	26	40	20	0	8	104	\$31,010
10. Fee Implementation Assistance		1	2	2	2	0	0	0	\$2,290
Total Estimated Meetings / Hours	4	24	117	220	74	20	9	457	
Hourly Billing Rate		\$400	\$340	\$230	\$375	\$200	\$100		
Total Professional Fees		\$9,600	\$39,780	\$50,600	\$27,750	\$4,000	\$900	\$132,630	

HT - Henry Thomas
SO - Shawn Ocasio
MN - Michael Noga
JW - Joe Williams
DG - Dwayne Guthrie
Admin - Administrative Staff

Total Fees	\$132,630
Total Expenses	\$1,370
Total Fees & Expenses	\$134,000

ATTACHMENT D

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of 6/6/2025, (the "Effective Date") between the City of Deltona, Florida, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida 32725 (the "City") and, Raftelis Financial Consultants, Inc., a corporation, with its principal place of business located at 227 West Trade Street, Suite 1400, Charlotte, NC 28202 (the "Consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the City released RFP#25017 on June 3, 2025, which is attached hereto and incorporated herein as Exhibit "A" (the "RFP"); and

WHEREAS, Consultant submitted a proposal for services consistent with all terms and conditions of the RFP, which is attached hereto and incorporated herein as Exhibit "B" (the "Proposal" or the "Services"); and

WHEREAS, the City desires to retain Consultant to perform services in connection with the Comprehensive Impact Fee Study for Mobility, General, Parks, Law Enforcement, and Fire/Rescue as described in the RFP; and

WHEREAS, the Consultant is engaged in the business of providing such services and is willing to provide those services; and

WHEREAS, the Consultant shall provide professional services to the City in accordance with the RFP and Proposal.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant hereby agree as follows:

1. **TERM.** This Agreement shall commence on the Effective Date and shall continue until May 1, 2025 (a 9 month duration) and may be earlier terminated in accordance with the provisions of this Agreement.
2. **SERVICES.** During the term of this Agreement, Consultant shall serve as an independent contractor to the City and shall provide consulting services in connection with the Comprehensive Impact Fee Study for Mobility, General, Parks, Law Enforcement, and Fire/Rescue as described in the RFP, as further described in Exhibit "B" (the "Services"). The Services shall be the only services provided by Consultant unless altered with the mutual written consent of both Parties to this Agreement.
3. **COMPENSATION.** In consideration of the Consultant's actions on behalf of the City and the Services rendered hereunder, the City shall compensate Consultant according to the fee rates set forth in Exhibit "B," attached and incorporated herein for all purposes. The total amount paid to Consultant pursuant to this Agreement shall not exceed one hundred twenty-three thousand dollars (\$123,000.00). All Services performed shall be invoiced to the City.

and paid upon satisfactory completion of such Services. The City is obligated to pay all proper invoices in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

4. **INDEPENDENT CONTRACTOR.** During the term of this Agreement, Consultant shall be an independent contractor and not an employee of the City. Consultant is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the City, unless expressly authorized in writing by the City Manager or his designee. Consultant shall perform the Services at the request of the City Manager of the City or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the City and Consultant. Unless expressly provided for otherwise in this Agreement, Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of the City or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the City. Accordingly, Consultant shall not attain, nor be entitled to, any rights or benefits of The City, nor any rights generally afforded City employees. Consultant further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Consultant or to any employee or agent of the Consultant. Consultant shall be responsible for complying with Florida's Worker's Compensation laws. All employees and subcontractors of the Consultant shall be considered to be, at all times, the sole employees or contractors of the Consultant, under its sole direction and not an employee, contractor or agent of the City. Consultant is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.
5. **CONSULTANT WARRANTIES.** Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of the provisions of this Agreement. This Section 5 shall survive termination of this Agreement.
6. **TERMINATION.**
 - 6.1 **Termination For Convenience.** This Agreement may be terminated by City for convenience upon thirty (30) calendar Days' written notice to Consultant. In the event of termination by City, Consultant shall be paid for all Services completed prior to the date of such termination. In exchange for such payment, Consultant shall turn over to City all work products which has been paid for by City. Under no circumstances shall City make payment for Services that have not been performed.
 - 6.2 **Termination For Cause.** This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Consultant abandons this Agreement or causes it to be terminated by City, Consultant shall indemnify City against loss pertaining to this termination. In the event that City terminates the Agreement for cause, and it is subsequently determined by a court of

competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under paragraph 6.1 of this Section and the provisions of paragraph 6.1 of this Section shall apply.

6.3 No Further Obligations. Unless expressly provided for otherwise in this Agreement, in the event of a termination, no Party shall have any further duty or obligation hereunder except as otherwise set forth in this Agreement or the Exhibits.

7. MISCELLANEOUS.

7.1 Notices. All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail.

If to Consultant: _____ If to City: _____

Henry Thomas	Dale "Doc" Dougherty, ICMA-CM; City Manager
Rafaelis Financial Consultants, Inc.	City of Deltona
341 North Maitland Avenue, Suite 300	2345 Providence Blvd.
Maitland, Florida 32751	Deltona, FL 32725

7.1 Compliance with Laws. Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction. Consultant shall make its services available to the City residents without regard to race, color, religion or sex, or as otherwise provided by law.

7.2 Severability. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative and the remainder of this Agreement, as amended, will remain binding upon the Parties.

7.3 Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns.

7.4 Headings. The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

7.5 Conflicts. Conflicts, should any exist, between the terms of this Agreement and any Exhibits hereto, shall be resolved in favor of the Agreement.

7.6 Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

7.7 Waiver. No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

7.8 Force Majeure. Non-performance of Consultant or the City shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

7.9 Governing Laws. This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Volusia County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which in any way arises out of this Agreement or the Services.

7.10 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.

7.11 Indemnification. To the extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City and its directors, officers and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Consultant, its respective officials, agents, employees or subcontractors in the Consultant's performance of Services pursuant to this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7.12 **No Contingent Fees.** The Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

7.13 **Access to Records and Audit Clause.** Consultant agrees to permit the City to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the City the right to audit any books, documents and papers of Consultant that were generated during the course of the administration of this Agreement. Consultant shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act."

7.14 **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

i. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

ii. **Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

iii. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the

contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes; including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

- iv. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
- v. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

8. INSURANCE.

- These are mandatory insurance requirements, each requirement listed below must be fulfilled. All policies, endorsements, certificates and/or binders shall be subject to approval by the City's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by a duly authorized representative of the City. A lapse in any required insurance coverage during this Agreement shall be considered a material breach. Further it is understood and agreed by Consultant that nothing in this provision shall waive or otherwise limit the right of the City to modify INSURANCE REQUIREMENTS to meet the demands of special or unique circumstances. Accordingly, the City reserves the right to modify the types and limits of insurance to meet the demands of special or unique circumstances.

The insurance obligations under this Agreement shall be all the insurance coverage and/or limits carried by or available to the Consultant or the minimum insurance requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover obligations of the Consultant under this Agreement.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Consultant agrees to have and maintain at its own sole expense, in full force and effect the insurance policies set forth in this article. All policies must contain an endorsement requiring a minimum of thirty (30) days written notice from the insurance company to the City prior to cancellation or any change in coverage, scope, or amount of any such policy or ten-day notice for non-payment of premium.

CONSULTANT EXPRESSLY AFFIRMS THAT IT HAS HAD THE OPPORTUNITY TO RECOVER THE COSTS OF THE INSURANCE REQUIRED IN ITS CONTRACT PRICE.

Consultant shall provide the City of Deltona with a certificate of insurance naming the City of Deltona, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured, except on the Workers' Compensation/Employer's Liability and Professional Liability policies, as applicable, with the following terms, conditions, limits and other related criteria:

a. **Commercial General Liability:** \$1,000,000 each Occurrence Limit, \$2,000,000 General Aggregate shall include but shall not be limited to: bodily injury, property damage, personal injury, contractual liability, completed operations, products liability, and independent contractors' coverage. The Commercial General Liability policy shall be endorsed with the ISO CG2010 Additional Insured endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG2010).

b. **Workers' Compensation:** FL Statutory Limits. **Employers Liability Limits:** \$1,000,000 Bodily Injury by Accident per employee; \$1,000,000 Bodily Injury by Disease per employee; \$1,000,000 Bodily Injury by Disease policy limit.

c. **Commercial Automobile Liability:** \$1,000,000 Combined Single Limit per occurrence for Bodily Injury and Property Damage. Coverage to include Hired and Non-Owned Auto Liability.

Based upon Consultant's written statement and representation that no autos and/or other motor vehicles are owned to or otherwise registered by Consultant, only evidence of Hired and Non-Owned Auto Liability coverage shall be required by City at Agreement inception. In order to maintain this conditional risk exception, Consultant shall at each subsequent renewal of their Commercial General Liability coverage provide City with an updated written statement and

representation referencing same (email acceptable), otherwise evidence of liability insurance for all vehicles (owned, hired and non-owned) with limits outlined above shall be required.

d. **Professional Liability (Errors and Omissions):** Minimum \$1,000,000 per Claim and \$1,000,000 Aggregate limits required. Unless coverage is written on an Occurrence Form, the retroactive date must be evidenced on the COI provided to the City and must be no later than the date of this Agreement.

It is specifically agreed that the City of Deltona shall not be liable to the Consultant for any liability arising out of the performance of this Agreement. Consultant specifically waives any and all rights of recovery it may have against the City of Deltona, independent of any waiver of rights of recovery by any insurer.

Consultant agrees to obtain any endorsement that may be necessary to effect all waivers of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement or policy coverage form from the insurer.

All insurance policies shall be endorsed to provide that (a) Consultant's insurance is **primary and non-contributory** to any other insurance available to the City of Deltona with respect to claims related to this Agreement.

Self-insurance shall not be acceptable. Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the City's Risk Management Department prior to risk approval.

All insurers must have an AM Best financial and size rating of A-VII or better and agree to provide the City with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms. Consultant shall promptly notify the City of Deltona in the event of receipt of such notice from an insurer.

Consultant shall provide a copy of any policy coverage form or policy endorsement evidencing insurance coverage as outlined above at any time upon City request.

RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS: City Risk Management may, in its sole discretion, and subject to any conditions it deems appropriate, relax, change, update, alter or temporarily suspend, in whole or in part, any insurance requirement upon written notice to Consultant.

9. PUBLIC RECORDS

Section 119.0701(2)(a), Florida Statutes

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

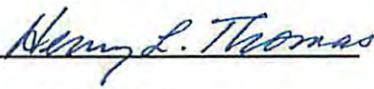
Custodian of Public Records: JOYCE RAFTERY, CITY CLERK
Mailing address: 2345 PROVIDENCE BLVD., DELTONA FL, 32725
Telephone number: 386-878-8505
Email: JRAFTERY@DELTONAFL.GOV

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the City has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

City of Deltona

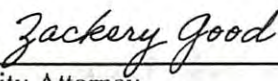
Raftelis Financial Consultants, Inc.

By: 
Dale "Doc" Dougherty, ICMA-CM
City Manager

By: 
Consultant

Attest: 
Joyce Raftery
City Clerk

Approved as to form and legal sufficiency for the use and reliance of the City of Deltona only

By: 
City Attorney



E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation/enrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

[Signature]
Witness #1 Print Name: Murray M. Hamilton, Jr.
Peggy L. Perry
Witness #2 Print Name: Peggy L. Perry

[Signature]
Print Name: Henry L. Thomas
Title: Senior Vice President
Entity Name: Rafaelis Financial Consultants, Inc.

ACKNOWLEDGMENT

State of Florida

County of ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of AUGUST, 2025, by HENRY THOMAS (name of person) as SENIOR VICE PRESIDENT (type of authority) for RAFAELIS FINANCIAL CONSULTANTS, INC. (name of party on behalf of whom instrument is executed).

[Signature]
Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☒ Did not take an oath



**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of Rafelis Financial Consultants, Inc. a nongovernmental entity.

3. Rafelis Financial Consultants, Inc. does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts stated
in it are true:**

[Signature]
Witness #1 Print Name: Myron M. Ham, Jr.
Peggy L. Perry
Witness #2 Print Name: Peggy L. Perry

[Signature]
Print Name: Henry L. Thomas
Title: Senior Vice President
Entity Name: Rafelis Financial Consultants, Inc.

OATH OR AFFIRMATION

State of Florida

County of ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 5th day of AUGUST, 2025, by HENRY THOMAS
(name of person) as VICE PRESIDENT (SR.) (type of authority) for RAFELIS FINANCIAL
CONSULTANTS, INC. (name of party on behalf of whom instrument is executed).

[Signature]
Notary Public (Print, Stamp, or Type as
Commissioned)

- ☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☒ Did not take an oath



**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. Raffelis Financial Consultants, Inc. ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

[Signature]
Witness #1 Print Name: Murray M. Hamilton, Jr.

[Signature]
Print Name: Henry Thomas

[Signature]

Title: Senior Vice President

Witness #2 Print Name: Peggy L. Perry

Entity Name: Raffelis Financial Consultants, Inc.

OATH OR AFFIRMATION

State of Florida
County of ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 5th day of AUGUST, 2025, by HENRY THOMAS (name of person) as SENIOR VICE PRESIDENT (type of authority) for RAFFELIS FINANCIAL CONSULTANTS, INC. (name of party on behalf of whom instrument is executed).

[Signature]

Notary Public (Print, Stamp, or Type as Commissioned)

☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☒ Did not take an oath



EXHIBIT "A" - RFP

TO BE INSERTED

EXHIBIT "B" – PROPOSAL/SERVICES

[TO BE INSERTED]



July 29, 2025

John C. McKinney, CGFO & FRA-RP
Finance Director
City of Deltona
2345 Providence Boulevard
Deltona, FL 32725

Subject: Revised Scope and Cost Estimate for Comprehensive Impact Fee Study

Dear Mr. McKinney:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this updated project scope and cost estimate related to the City of Deltona's (the "City") request for a revised scope to provide consulting services associated with the development of a Comprehensive Impact Fee Study for Transportation, Parks, Law Enforcement, and Fire/Rescue (RFP #25017). The study will include the original tasks of evaluating and updating the City's existing law enforcement, fire/rescue, parks impact fees and will now also include the development of a general government impact fee and an update and conversion of the City's existing transportation impact fee into a mobility fee. This revised scope and cost estimate are pursuant to terms and conditions associated with the contract with the City for Comprehensive Impact Fee Study for Transportation, Parks, Law Enforcement, and Fire/Rescue (RFP No. 25017).

SCOPE OF SERVICES

The revised detailed scope of services to be performed by Raftelis is included in Attachment A. Raftelis will aim to complete the scope of services within nine (9) months from the notice-to-proceed as shown in the schedule included as a part of our original proposal response.

COMPENSATION AND BILLING

Based on the scope of services as summarized herein in Attachment A and the direct hourly labor billing rates as identified on Attachment B, we propose establishing a revised not-to-exceed contract budget of \$123,000 to provide consulting services associated with the performance of the Impact Fee Study. Attachment C provides a detailed breakdown of the proposed budget by task.

This project budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by Raftelis for such other direct costs, if any, will be billed to the City based on the standard unit costs or reimbursement schedule as reflected on Attachment B. It is proposed that Raftelis will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members and any the other direct costs incurred that may be required for the engagement. No additional services above the cost estimate will be performed without the prior written authorization of the City.

TERMS AND CONDITIONS

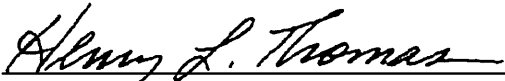
The terms and conditions that are made part of this proposed revised scope and cost estimate are set forth in the original proposal response.

Mr. John McKinney, CGFO & FRA-RP
City of Deltona
July 29, 2025
Page 2

We appreciate your consideration and the opportunity to be of service to the City.

Very truly yours,
Raftelis Financial Consultants, Inc.

ACCEPTED BY:
City of Deltona, Florida


Henry L. Thomas

Name

Vice President
Title

Title

July 29, 2025
Date

Date

ATTACHMENT A
CITY OF DELTONA, FLORIDA
COMPREHENSIVE IMPACT FEE STUDY
REVISED SCOPE OF SERVICES

The scope of service to be performed by Raftelis is related to the preparation of a Comprehensive Impact Fee Study to update the City's law enforcement, fire/rescue, parks and recreation impact fees, develop a general government impact fee, and convert the City's transportation impact fee into a mobility fees. The scope of services shall be as follows:

Task 1 – Prepare Data Request/Kick-off Meeting

The initial task will include preparation of a data request to identify the information to be provided by the City. This task will also include a project kick-off meeting to discuss project goals and objectives, data concerns, impact fee methods, administrative issues, and to finalize the project schedule.

Task 2 – Review of Existing Impact Fee Methods and Policy Review

This task includes evaluating current impact fee structures and fee application methods. We will work closely with City staff to address administrative concerns and identify areas of improvement related to customer service/land use categories and application methods and alternatives. This task will also include reviewing existing fee ordinances and application methods and identifying potential changes and improvements. By conducting this review process early in the project, the fees can be tailored to achieve policy objectives.

Task 3 – Data Gathering and Review

This task will be based on i) interviews with City staff (transportation, parks, law enforcement and fire/rescue, public works, finance, planning, and other departments) and ii) review of the data compiled and provided by the City in response to the data request prepared in Task 1. Data that will be requested will include: i) fixed asset records; ii) level of service standards; iii) capital projects, equipment, and facilities required to provide the relevant municipal services; iv) population estimates and projections; v) comprehensive and master planning data; and vi) any other data and information considered necessary to adequately perform the study.

Task 4 – Service Area Forecast

An evaluation of the current service area demographics, population and employment, as well as a forecast of the service area needs, will be reviewed based on data available to Raftelis. Specifically, a review of the population forecast by type of dwelling unit (e.g., single-family, multifamily, etc.) and commercial development by land use type, if available (including the square footage of such developments located within the City and planned for the City), will be reviewed.

A review of the population projections and other service area demographics as contained in such documents as the City's Comprehensive Land Use Plan; Florida Statistical Abstract; other information provided by the Bureau of Economic and Business Research, University of Florida; data made available by the City's Planning Department; and other such information will be relied upon. The purpose of this task is to identify the future service area demands for each service and to estimate the capital requirements (level of service relationship) required for the fair share cost apportionment of such costs to future growth. This task will include development of a functional population estimate for the various commercial land uses that we will use in the cost allocation and fee design tasks. This task will also include utilizing trip generation data by land use.

Task 5 – Review Level of Service Standards and Cost Allocation

The capital costs associated with meeting the relevant service requirements for new customers will be identified. These costs will be allocated among the various departments and also residential and commercial customer classifications, where appropriate. The allocation of such costs will be based on the service area demographics, level of service considerations, and development characteristics of the City, and other factors as deemed appropriate by Raftelis and the City. This task will include a meeting to discuss assumptions and allocation methodologies.

Task 6 – Design of Impact Fees

The various impact fees will be calculated for a unit of service recognizing the utilization of capacity by an equivalent residential unit (e.g., single family residential), and will reflect the City's capital cost to serve such new development. This task will include the following:

1. Review of and, if appropriate, recommended changes to the City's current impact fee application methodology.
2. Identification of appropriate impact fee methodology including the cost of constructing expansion related capital improvements (Incremental or Marginal Cost method) or capital costs of existing facilities with capacity available to serve new development (System Buy - In) or a combination of both methods, where appropriate.
3. Identification and analysis of existing facility costs based on asset or property records and expansion related costs based on the City's capital improvement program to provide municipal services to future service area needs for a multi-year planning horizon.
4. Evaluation of existing service capacity utilization relationships and capacity additions.
5. Review and development of billing classification and equivalent residential unit requirements, as necessary.
6. Review of level of service standards for municipal services.
7. Work closely with City staff to determine a method of developing a multi-modal "mobility" fee throughout the City or in special geographic areas.
8. Calculate revised municipal impact fees based on full cost recovery for police, fire/rescue, and parks and develop a general government impact fee for first time implementation.

Additionally, this will now include updating and converting the City's transportation impact fee to a mobility fee.

9. Meeting with staff to review preliminary and revised impact fee designs and obtain comments.

Task 7 – Impact Fee Comparisons

A comparison of the City's existing and proposed municipal impact fees for an equivalent residential unit and commercial development will be made with similar fees charged by other neighboring jurisdictions.

Task 8 – Review Impact Fee Ordinance

Raftelis' team will assist the City in reviewing and updating the municipal impact fee ordinances. The review of the ordinances may include issues such as the level of fees charged per unit of service and methodology for application, allowance for alternative methods of calculation, and establishment of a fund for the use of monies as considered necessary for the adoption of the fee.

Task 9 – Presentation of Findings

A report will be prepared by Raftelis detailing the data and assumptions relied upon in the development of the proposed municipal impact fees, the analyses performed relative to the derivation of such fees including supporting documentation that addresses compliance with the State of Florida's Impact Fee Act and our conclusions and recommendations for consideration by the City. It is anticipated that a draft report will be prepared for consideration and review by City staff prior to presentation to the City Commission for consideration, adoption and implementation. This task will include in person physical attendance of four public meetings with the City to present draft and final reports. We will tailor the City Commission presentations to address the key objectives of the study and demonstrate how the proposed impact fees are defensible and reasonable based on recent and localized data and compare the proposed fees with other municipalities.

Optional: Task 10 – Implementation of Fees Based On Extraordinary Services

The Florida Impact Fee Act places limitations on the local governments ability to increase impact fees. Currently the Statute requires that increase up to 25% must be phased in over a two year period. Increases above 25% are capped at a 50% increase, which must be phased in over four years. Further, Impact Fee Studies to support fee increases can only be conducted every four years. Due to the impact of high construction cost inflation and growth requiring significant new capacity additions, the Statute does allow for an exception to the fee increase limitations to avoid overburdening existing taxpayers to meet the capacity needs of new growth. To increase impact fees beyond the statutory limits the local government must hold two additional specific public hearings to demonstrate a finding of extra ordinary circumstances that must meet certain criteria

and the proposed extraordinary increases must be adopted unanimously. Based on the outcome of the impact fee study, the City may wish to pursue this option.

LIST OF DELIVERABLES

The deliverables to be provided in this engagement include the following items:

- Initial Data Request;
- Impact Fee Comparison with Other Jurisdictions;
- Briefing Document Section to Summarize Proposed Municipal Impact Fees; and
- Municipal Impact Fee Study Report.

MEETINGS

The following is a summary of the meetings included for the development of the scope of services herein:

Description	Client Meetings
Onsite Kick-Off and Data Review	1
Onsite Results Review with City Staff	1
Onsite Presentations to City Commission	4
Total Assumed Number of Meetings	6

ADDITIONAL SERVICES

During the study, the City may request additional services from Raftelis. Examples of such additional services would include additional meetings above and beyond the meetings identified in the scope of services. Other examples of additional services include providing services relating to meeting with third parties regarding the derivation of the rates and fees, providing litigation support services in the event of a challenge of the rates or fees, performance of impact fee negotiations and the preparation of developer agreements for the payment of such impact fees with potential large developments within the City limits, requests for updated impact fee scenarios after substantial completion of the initial work, and other related issues not contemplated in the above scope of services. No additional services are contemplated at this time and such services will not be conducted until authorized by the City and as mutually agreed upon between the City and Raftelis.

ATTACHMENT B

RAFTELIS FINANCIAL CONSULTANTS, INC.

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT HOURLY LABOR RATES

Project Team Title	Direct Labor Hourly Rates [*]
Executive Vice President	\$425.00
Senior Vice President	\$400.00
Vice President	\$375.00
Senior Manager	\$340.00
Manager	\$295.00
Senior Consultant	\$260.00
Consultant	\$230.00
Associate	\$195.00
Analyst	\$150.00
Clerical and Administrative	\$100.00

[*] Direct hourly labor rates effective for calendar year 2025 and will then increase annually by 3.0% per year unless specified otherwise by contract.

STANDARD COST RATES

Expense Description	Standard Cost Rates [*]
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals	Not-to-Exceed per Raftelis Employee:
	\$8.00 – Breakfast
	\$12.00 – Lunch
	\$25.00 – Dinner
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective for calendar year 2025 and will then increase annually by 3.0% per year unless specified otherwise by contract.

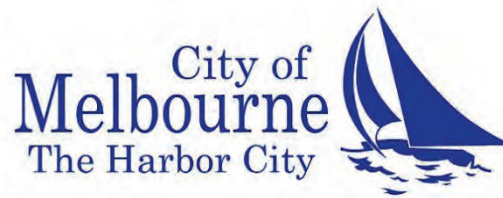
ATTACHMENT C

City of Deltona - Comprehensive Impact Fee Study

Tasks	Number of Onsite Meetings	Hours								Total Fees & Expenses
		HT	SO	MG	TS	JW	DG	Admin	Total	
1. Prepare Data Request/ Kick-off Meeting	1	4	5	2	0	0	5	1	17	\$5,155
2. Review of Existing Impact Fee Methods and Policy Review		1	1	4	0	0	2	0	8	\$2,180
3. Data Gathering and Review		0	10	20	0	0	4	0	34	\$9,400
4. Service Area Forecast		0	4	8	16	0	4	0	32	\$7,920
5. Review Level of Service Standards and Cost Allocation		4	34	40	40	3	12	0	133	\$36,180
6 - 7. Design of Impact Fees and Fee Comparisons	1	12	22	28	16	5	20	0	103	\$29,175
8 - 9. Review Impact Fee Ordinance and Presentation of Findings	4	17	34	32	4	0	18	8	113	\$32,940
Total Estimated Meetings / Hours	6	38	110	134	76	8	65	9	440	
Hourly Billing Rate		\$400	\$340	\$260	\$230	\$340	\$200	\$100		
Total Professional Fees		\$15,200	\$37,400	\$34,840	\$17,480	\$2,720	\$13,000	\$900	\$121,540	

SO - Shawn Ocasio
 MG - Michelle Galvin
 TS - TJ Speight
 JW - Joe Williams
 DG - Dwayne Guthrie
 Admin - Administrative Staff

Total Fees	\$121,540
Total Expenses	\$1,460
Total Fees & Expenses	\$123,000



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

**AGREEMENT FOR PURCHASE OF SERVICES PREVIOUSLY BID
COMPREHENSIVE IMPACT FEE STUDY FOR TRANSPORTATION, MOBILITY,
RECREATION, AND PUBLIC FACILITIES**

This Agreement for Purchase of 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 Raftelis Financial Consultants, Inc., a Foreign Profit Corporation, whose address is 227 West Trade Street Suite 1400, Charlotte, North Carolina 28202 (the "CONTRACTOR").

RECITALS

WHEREAS the CITY desires to obtain Comprehensive Impact Fee Study for Transportation, Mobility, Recreation, and Public Facilities; and

WHEREAS, pursuant to a request for proposals, the City of Deltona, Florida entered into a contract with CONTRACTOR pursuant to the City of Deltona RFP #25017; and

WHEREAS, the CITY has reviewed the procurement process and scope of services of such competitively bid City of Deltona and has determined that it is an agreement that can be utilized by the CITY to Comprehensive Impact Fee Study for Transportation, Mobility, Recreation, and Public Facilities pursuant to City Code, §2-576(1); and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of such City of Deltona; and

WHEREAS, the CITY desires to contract with the CONTRACTOR for the purchase of certain Comprehensive Impact Fee Study for Transportation, Mobility, Recreation, and Public Facilities utilizing the fees and expenses contained in the CONTRACTOR's existing agreement with City of Deltona as set forth in the Source Contract; 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. Terms of the Source Contract

The CONTRACTOR agrees to provide and the CITY agrees to purchase Comprehensive Impact Fee Study for Transportation, Mobility, Recreation, and Public Facilities in accordance with the prices, terms and conditions of the Comprehensive Impact Fee Study for Transportation, Parks, Law Enforcement and Fire/Rescue August 6, 2025 between City of Deltona and Raftelis Financial Consultants, Inc. based on City of Deltona Professional Services Agreement RFP #25017, attached hereto as Attachment 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 the City of Deltona to the City of Melbourne. This is a non-exclusive services contract.

Section 3. Amendment to the Source Contract.

The Source Contract, as it applies to the CITY and the CONTRACTOR, is hereby modified as set forth below.

3.1 Definitions.

All references in the Source Contract to "City of Deltona" or "the City" or "the Client" shall be replaced with and refer to the "City of Melbourne, a Florida municipal corporation." All references in the Source Contract to the "the consultant" or "consultant" shall refer to the CONTRACTOR.

3.2 Expiration Date.

This Agreement shall expire on May 1, 2026. In the event that the services under this agreement are not completed prior to the expiration of the source contract, the CITY reserves the right, at its sole discretion, to extend the term of this agreement for an additional twelve (12) month period.

3.3 Purchase Order.

On an as-needed basis, the CITY will issue a purchase order against this Agreement as authorization for the CONTRACTOR to provide services. 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 Exhibit A of the Source Contract utilizing the professional fees and expenses set forth in Attachment C of 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.

3.4 Pricing.

For services provided under this Agreement, the CITY agrees to pay the CONTRACTOR an amount estimated to be ONE HUNDRED AND THIRTY-FOUR THOUSAND AND 00/100 DOLLARS (\$134,000). Payment by the CITY will be subject to the CITY's written authorization and, for transactional work, final acceptance of services performed by CONTRACTOR. Acceptance on behalf of the CITY is not effective until evidenced in writing and issued by the City Finance Director or designee. Notwithstanding the foregoing, the City's payment shall not constitute acceptance. For payment, CONTRACTOR must submit original invoice to the City of Melbourne, Accounts Payable Department, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

3.5 Contacts.

Section 7.1 of the Source Contract shall be amended to reflect the following notice provisions:

CITY OF DELTONA
2345 Providence Blvd.
Deltona, Florida 32725
Attention: Dale "Doc" Dougherty, City Manager

If to the CITY, to: Procurement Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: (321) 608-7065

With a copy to: Ross McGinn, Finance Director
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: (321) 608-7014

If to the CONTRACTOR, to:
Raftelis Financial Consultants, Inc.
341 North Maitland Avenue, Suite 300
Maitland, Florida 32751
Attention: Henry Thomas
Phone: 407-960-1811
Email: hthomas@raftelis.com

3.6 General provisions.

The following shall be added as Section 10 of the Source Contract:

10. GENERAL PROVISIONS

1. Applicable Law. This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County, Florida.
2. Time. Time is of the essence in the performance of this Agreement.
3. Invoicing and Payment. The City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by the 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 Agreement. The Financial Advisor agrees to invoice the City no later than sixty (60) days after performance of services. The City will not be obligated to make payment against any invoices submitted after such period.
4. NON-APPROPRIATION. All funds for payment by CITY under this Agreement 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 Agreement, CITY will terminate this Agreement, 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 Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, 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 Agreement beyond the date of termination.
5. DISPUTES. Notwithstanding anything to the contrary in the Source Contract, the parties agree that disputes will not be subject to arbitration.
6. RETENTION AND PUBLIC RECORDS
 - 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. 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.
 - C. 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**

7. E-Verify. The CONTRACTOR understands that contracts with the CITY are subject to Florida Statutes, §448.095(2) and the CONTRACTOR agrees to comply with the requirements of said statute. The 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(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the CITY reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

8. These provision shall survive the termination of this Agreement.

Section 4. Disclosures, Representations and Certifications.

All disclosures and representations provided by CONTRACTOR pursuant to the Source Contract and the CONTRACTOR's responsive proposal dated July 3, 2025 are hereby expressly represented as true and correct as of the date of this Agreement. All certifications provided by CONTRACTOR pursuant to the Source Contract are hereby expressly re-certified as true and correct as of the date of this Agreement. CONTRACTOR agrees and restates that the CITY has provided to the CONTRACTOR other and additional good and valuable consideration referenced within the Source Contract. 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 5. Sovereign Immunity.

The CITY and the CONTRACTOR acknowledge that the CITY is Florida municipal corporation and a "state agency or subdivision" for purposes of §768.28, Fla. Statute, and enjoys sovereign immunity. Nothing in this Agreement shall be construed to alter the CITY's sovereign immunity or extend the CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended from time to time.

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 7. 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.

Section 8. Effective Date.

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

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

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

Date: _____

(CITY SEAL)

ATTEST: _____
Kevin McKeown, CITY Clerk

RAFTELIS FINANCIAL CONSULTANTS, INC.,
A Foreign Profit Corporation

By: Henry L. Thomas
Name: Henry L. Thomas

Its Senior Vice President

Address: 227 West Trade Street

Suite 1400, Charlotte, NC 28202

Date: 4/8/2026

Attachments:

- Attachment 1 – Source Contract
- Attachment 2 - City of Deltona Request for Proposals #25017
- Attachment 3 – City of Deltona Amendment
- Attachment 4 – City of Melbourne Municipal Impact Fee Study

ATTACHMENT 1

SOURCE CONTRACT

On file in the Procurement Division

ATTACHMENT 2

CITY OF DELTONA REQUEST FOR PROPOSALS #25017

On file in the Procurement Division

ATTACHMENT 3

CITY OF DELTONA AMENDMENT

On file in the Procurement Division

ATTACHMENT 4

CITY OF MELBOURNE MUNICIPAL IMPACT FEE STUDY

On file in the Procurement Division



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	City Manager's Office
Presenter:	Rebecca Thibert
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.i.

Subject:

2025 Edward Byrne Memorial JAG Application.

Background/Consideration:

The City has the opportunity to apply for funding under the U.S. Department of Justice BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings. The City has been allocated \$60,853 in funding in Fiscal Year 2025 based on a statutory formula.

The Police Department is able to utilize the JAG program funds to enhance equipment to provide public safety. The Department has a need for Emergency Response Team (ERT) Riot Shields, SWAT Rifles with Optic, a SWAT Compact Breaching Tool, and SWAT Breaching Car Rakes. With funding through this grant, the purchase of this equipment will allow for improved functionality for our officers and the community.

Fiscal/Budget Impact:

Increase in funding to \$60,853 for police equipment.

Requested Action:

Approval of Resolution No. 4415.

2025 Florida Local JAG Allocations

Only jurisdictions listed below in the state are eligible to receive FY 2025 JAG funding directly from BJA, with award amounts determined by the annual formula. Important notes:

1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. A single jurisdiction must serve as the fiscal agent on behalf of the group. BJA will only fund one award for the disparate group. Disparate jurisdictions are responsible for determining individual amounts within the Joint Allocation and for documenting allocations via a memorandum of understanding

2) Jurisdictions eligible for a direct allocation (i.e., not part of a disparate group) are listed alphabetically below the shaded, disparate groupings.

For additional details on eligibility and disparate group requirements, refer to the FY25 JAG notice of funding opportunity (NOFO) and the Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>. For additional details regarding the JAG formula and award calculations process, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2024>.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	ALACHUA County	County	\$16,462	
FL	GAINESVILLE City	Municipal	\$102,700	\$119,162
FL	BROWARD County	County	\$30,851	
FL	CORAL SPRINGS City	Municipal	\$14,734	
FL	DANIA BEACH City	Municipal	\$19,886	
FL	DAVIE City	Municipal	\$24,725	
FL	DEERFIELD BEACH City	Municipal	\$30,317	
FL	FORT LAUDERDALE City	Municipal	\$102,480	
FL	HALLANDALE BEACH City	Municipal	\$18,693	
FL	HOLLYWOOD City	Municipal	\$42,757	
FL	LAUDERDALE LAKES City	Municipal	\$28,809	
FL	LAUDERHILL City	Municipal	\$55,104	
FL	MIRAMAR City	Municipal	\$22,651	
FL	NORTH LAUDERDALE City	Municipal	\$20,986	
FL	OAKLAND PARK City	Municipal	\$26,044	
FL	PEMBROKE PINES City	Municipal	\$27,583	
FL	PLANTATION City	Municipal	\$21,866	
FL	POMPANO BEACH City	Municipal	\$82,091	
FL	SUNRISE City	Municipal	\$17,970	
FL	TAMARAC City	Municipal	\$16,902	\$604,449
FL	LEON County	County	\$30,191	
FL	TALLAHASSEE City	Municipal	\$98,239	\$128,430
FL	PINELLAS County	County	\$36,600	
FL	ST PETERSBURG City	Municipal	\$154,348	\$190,948
FL	ALTAMONTE SPRINGS City	Municipal	\$14,671	
FL	AOPKA City	Municipal	\$25,259	
FL	BAY County	County	\$28,714	
FL	BELLE GLADE City	Municipal	\$18,598	
FL	BOCA RATON City	Municipal	\$17,279	
FL	BOYNTON BEACH City	Municipal	\$28,243	
FL	BRADENTON City	Municipal	\$28,872	
FL	BREVARD County	County	\$48,444	
FL	CAPE CORAL City	Municipal	\$27,866	
FL	CHARLOTTE County	County	\$19,855	
FL	CITRUS County	County	\$34,181	
FL	CLAY County	County	\$45,082	
FL	CLEARWATER City	Municipal	\$41,407	

FL	COCOA City	Municipal	\$18,159	
FL	COLLIER County	County	\$68,959	
FL	COLUMBIA County	County	\$17,185	
FL	DAYTONA BEACH City	Municipal	\$70,215	
FL	DE LAND City	Municipal	\$16,933	
FL	DE SOTO County	County	\$10,524	
FL	DELRAY BEACH City	Municipal	\$36,003	
FL	DORAL City	Municipal	\$11,090	
FL	ESCAMBIA County	County	\$140,556	
FL	FLAGLER County	County	\$21,237	
FL	FLORIDA CITY City	Municipal	\$27,552	
FL	FORT MYERS City	Municipal	\$48,224	
FL	FORT PIERCE City	Municipal	\$24,473	
FL	GREENACRES City	Municipal	\$11,970	
FL	HERNANDO County	County	\$42,098	
FL	HIALEAH City	Municipal	\$46,590	
FL	HIGHLANDS County	County	\$19,981	
FL	HILLSBOROUGH County	County	\$172,129	
FL	HOMESTEAD City	Municipal	\$64,309	
FL	INDIAN RIVER County	County	\$11,907	
FL	JACKSON County	County	\$10,430	
FL	JACKSONVILLE BEACH City	Municipal	\$12,095	
FL	JACKSONVILLE City	Municipal	\$555,784	
FL	JUPITER City	Municipal	\$10,462	
FL	KEY WEST City	Municipal	\$10,116	
FL	KISSIMMEE City	Municipal	\$31,825	
FL	LAKE CITY City	Municipal	\$15,771	
FL	LAKE County	County	\$44,642	
FL	LAKE WORTH BEACH City	Municipal	\$33,427	
FL	LAKELAND City	Municipal	\$35,029	
FL	LARGO City	Municipal	\$28,463	
FL	LEE County	County	\$129,592	
FL	LEESBURG City	Municipal	\$13,729	
FL	MANATEE County	County	\$131,226	
FL	MARION County	County	\$72,320	
FL	MARTIN County	County	\$21,112	
FL	MELBOURNE City	Municipal	\$60,853	
FL	MIAMI BEACH City	Municipal	\$74,425	
FL	MIAMI City	Municipal	\$243,381	
FL	MIAMI GARDENS City	Municipal	\$76,624	
FL	MIAMI-DADE County	County	\$444,854	
FL	MONROE County	County	\$16,494	
FL	NASSAU County	County	\$13,635	
FL	NEW PORT RICHEY City	Municipal	\$11,624	
FL	NORTH MIAMI BEACH City	Municipal	\$27,489	
FL	NORTH MIAMI City	Municipal	\$44,800	
FL	OCALA City	Municipal	\$36,883	
FL	OCOE City	Municipal	\$14,106	
FL	OKALOOSA County	County	\$48,318	
FL	OKEECHOBEE County	County	\$13,195	
FL	OPA-LOCKA City	Municipal	\$32,641	
FL	ORANGE County	County	\$445,105	
FL	ORLANDO City	Municipal	\$228,647	
FL	ORMOND BEACH City	Municipal	\$11,718	
FL	OSCEOLA County	County	\$66,477	
FL	PALM BAY City	Municipal	\$36,977	
FL	PALM BEACH County	County	\$134,210	
FL	PALM SPRINGS City	Municipal	\$18,064	

FL	PANAMA CITY BEACH City	Municipal	\$11,750	
FL	PANAMA CITY City	Municipal	\$25,290	
FL	PASCO County	County	\$137,509	
FL	PENSACOLA City	Municipal	\$17,876	
FL	PINELLAS PARK City	Municipal	\$14,860	
FL	PLANT CITY City	Municipal	\$18,064	
FL	POLK County	County	\$128,367	
FL	PORT ST LUCIE City	Municipal	\$24,316	
FL	RIVIERA BEACH City	Municipal	\$36,034	
FL	SANFORD City	Municipal	\$39,616	
FL	SANTA ROSA County	County	\$21,583	
FL	SARASOTA City	Municipal	\$32,453	
FL	SARASOTA County	County	\$36,726	
FL	SEMINOLE County	County	\$37,480	
FL	ST CLOUD City	Municipal	\$11,341	
FL	ST LUCIE County	County	\$32,233	
FL	SUMTER County	County	\$12,409	
FL	SUWANNEE County	County	\$13,101	
FL	TAMPA City	Municipal	\$178,224	
FL	TITUSVILLE City	Municipal	\$21,646	
FL	VOLUSIA County	County	\$61,576	
FL	WEST PALM BEACH City	Municipal	\$84,415	
FL	WINTER GARDEN City	Municipal	\$15,363	
FL	WINTER HAVEN City	Municipal	\$16,682	
	Local total		\$6,587,011	

RESOLUTION NO. 4415

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, FOR EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FUNDS FOR FISCAL YEAR 2025; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program will be continued for the 2025 fiscal year and will be administered by the Bureau of Justice Assistance, U.S. Department of Justice; and

WHEREAS, the purpose of the JAG Program is to provide funds to local governments to underwrite projects to reduce violent crime and improve public safety; and

WHEREAS, the City of Melbourne Police Department is able to utilize the JAG Program funds earmarked for Melbourne in the amount of \$60,853 to provide additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings; and

WHEREAS, the City of Melbourne proposes to use the grant funds to purchase equipment including riot shields, SWAT rifles, a SWAT compact breaching tool, and SWAT breaching car rakes.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the City Manager is authorized to submit an application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$60,853 to improve the Police Department's ability to operate safely in our community and enhance investigating abilities and skills.

SECTION 2. That the City Manager is authorized and directed to apply for the grant; accept the grant, should an award be rendered; and, to execute all documents relating thereto.

SECTION 3. That upon completion of the Edward Byrne Memorial Justice Assistance Grant Program project, sufficient funds will be available from the General Fund to reduce crime and improve public safety in Melbourne and that this grant requires no matching funds.

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

SECTION 5. That this resolution was duly adopted at a regular meeting of the City Council on the _____ day of _____, 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4415



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	City Manager's Office
Presenter:	Rebecca Thibert
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.j.

Subject:

Request for Florida Department of Environmental Protection Volkswagen Settlement Diesel Emission Mitigation Program – Class 8 Municipal Service Trucks and Port Drayage Trucks funding.

Background/Consideration:

The Florida Department of Environmental Protection (FDEP) is accepting applications for Florida's Volkswagen Settlement Diesel Emission Mitigation Program – Class 8 Municipal Service Trucks and Port Drayage Trucks funding.

In October 2016, Volkswagen (VW) settled with the U.S. government resolving claims that it violated the Clean Air Act by selling diesel vehicles that violated the U.S. Environmental Protection Agency's (EPA) mobile source emission standards. On October 2, 2017, the executed Final Trust Agreement was filed with the court, establishing the terms and conditions of the Mitigation Trust Fund. Under the terms of the Final Trust Agreement, all 50 states, the District of Columbia and Puerto Rico are eligible to become beneficiaries under the Environmental Mitigation Trust Agreement for State Beneficiaries. The purpose of the Mitigation Trust Fund is to provide money for specified diesel emission reduction projects. These projects are intended to offset excess emissions of NOx caused by the subject vehicles in order to fully mitigate the total, lifetime excess NOx emissions from the 2.0-liter and 3.0-liter vehicles.

FDEP has announced a Notice of Funding Availability (NOFA) for \$20 million available for the purchase of new Class 8 trucks to replace eligible diesel trucks of engine model year 2009 or older. Eligible replacement trucks must be utilized for waste hauling, waste management activities, or other municipal services (e.g., electrical utilities, potable water or wastewater utilities, emergency response) in one or more Florida cities or counties, or for port drayage purposes at one of Florida's seaports.

The City can apply for funding for up to two (2) eligible replacement vehicles and may be awarded up to \$400,000 per eligible municipal service truck unit. The Fleet Management Division is proposing to request funding for the replacement of two (2) dump trucks assigned to the Streets and Stormwater Management Division:

- Asset No. 102768 - 2006 Navistar 7600
- Asset No. 102984 - 2009 International 7600



The estimated replacement cost is \$200,000 per vehicle. If awarded, each eligible existing unit must be scrapped by the City. This is estimated to cost about \$5,000 per vehicle.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Resolution No. 4416.

Class 8 Municipal Service Truck / Port Drayage Truck Project Application Worksheet

Project Description

Consistent with the terms and conditions of Florida's State Beneficiary Mitigation Plan under the Volkswagen (VW) Settlement and VW Environmental Mitigation Trust,¹ this Notice of Funding Availability (NOFA) Application Worksheet is for potential project partners to propose eligible Class 8 diesel trucks (engine model year 2009 or older) for replacement with new Class 8 municipal service trucks (e.g., trucks used for waste hauling, waste management activities, electrical utility-related services, potable water or wastewater utility-related services, or emergency response services) or new port drayage trucks. New units may be powered by diesel, compressed natural gas (CNG), or propane. Eligible program participants include Florida county governments, Florida municipalities, non-governmental private commercial entities that provide municipal services for a Florida county or municipality under contract, or non-governmental private commercial entities that own and operate port drayage truck fleets at one or more of Florida's seaports.

For **Municipal Service Truck** projects, each governmental entity or non-governmental private commercial entity may be awarded funding for up to two (2) eligible replacement units. Qualifying governmental entities may be awarded up to \$400,000 per eligible municipal service truck unit, subject to the limits of available funds and the goal of awarding funds to as many qualifying governmental entities as possible. Qualifying private municipal services entities may be awarded up to \$100,000 per eligible municipal service truck unit (not to exceed 25% of the new unit price), subject to the limits of available funds. For Municipal Service Truck grants, the maximum potential grant award for any individual qualifying entity operating within a specified county or municipality will be \$800,000 for governmental entities (for two replacement units at \$400,000 per unit) and \$200,000 for non-governmental entities (for two replacement units at \$100,000 per unit). Reimbursements to non-governmental entities cannot exceed 25% of the new unit price. Non-governmental entities that provide municipal services to governmental entities under contract, and which operate in more than one county or municipality, may apply separately for funding for unit replacement projects within each separate county or municipality in which that entity provides services.

¹ Florida's Beneficiary Mitigation Plan (dated October 2019) and Mitigation Plan Updates & Amendments (dated October 2025) are available for download at: <https://floridadep.gov/air/air-director/content/demp-volkswagen-settlement-and-dera>.

For **Port Drayage Truck** projects, qualifying owners and operators of port drayage truck fleets may be awarded funding for up to five (5) eligible replacement units. Qualifying owners and operators of port drayage truck fleets may be awarded up to \$150,000 per eligible port drayage truck unit (not to exceed 50% of the new unit price), subject to the limits of available funds. For Port Drayage Truck grants, the maximum potential grant award for any entity will be \$750,000 (for five replacement units at \$150,000 per unit). Reimbursements cannot exceed 50% of the new unit price.

To be eligible, a qualifying entity must purchase one new truck (diesel, CNG, or propane) for each eligible existing unit scrapped. Scrappage requirements will apply as specified in Florida's Beneficiary Mitigation Plan under the Volkswagen (VW) Settlement. Eligible existing units do not have to be utilized for the same purpose as the replacement unit. Eligible existing units may be any Class 8 truck of model year 2009 or older.

Grant funds will be paid to the grantee in the form of a reimbursement following the completion of all grant requirements.

The State of Florida intends for all projects funded under this NOFA to be completed no later than December 31, 2027. Funding priority will be based, in part, upon the date by which the applicant proposes to complete the project. All interested parties must complete and submit this application worksheet to VWMitigation@FloridaDEP.gov by **April 23, 2026, at 5:00 p.m. EST.**

Once the application period has closed and the Department has completed its review of all applications, the Department will prepare award letters for potential project partners followed by draft grant agreements for review prior to execution by the Department and the grantee. Each grant agreement will include specific deliverables (i.e., make, model, unit specifications, and total unit cost for each new unit) and information pertaining to the process by which the grantee must scrap each eligible existing unit. Each grant agreement will include a detailed scope of work, timeline, and payment schedule.

The total amount of funding available for potential distribution to qualifying entities under this NOFA is \$20,000,000.² The Department reserves the right to prioritize the distribution of project funding to governmental entities ahead of non-governmental entities. The Department reserves the right to distribute project funding to as many qualifying entities as possible.

* * *

² The Department reserves the right to make additional VW Settlement funds available for the purchase of new Class 8 municipal service trucks / port drayage trucks if there is sufficient interest in this NOFA.

Contact Information for Entity Completing this Application	
Name	
Title	
Entity	
Address Line 1	
Address Line 2	
Address Line 3	
Primary Phone Number	
Primary Email Address	
Secondary Contact Name	
Secondary Email Address	

General Information
The applicant is a governmental entity ____ / non-governmental private commercial entity ____.
County, municipality, or Florida seaport where the applicant operates its fleet:
Is the proposed project located in a rural area of opportunity as defined under s. 288.0656, Fla. Stat.?
Total number of diesel trucks in the applicant's fleet operating within that county, municipality, or seaport:
Are the existing units that the applicant is proposing to scrap Class 8 trucks that are model year 2009 or older?
Is the applicant aware that in order to receive reimbursement for costs associated with purchasing each new unit, a 3" hole must be bored through the engine block of an eligible existing unit, and the frame rails of the eligible existing unit must be cut completely in half?
Please identify the fuel type that the applicant is proposing for the replacement unit(s): ____ Diesel ____ Compressed Natural Gas (CNG) ____ Propane
Number of eligible existing units to be replaced:
Estimated cost per new unit:
Total project funding requested:
Proposed date by which the applicant will complete all project activities:

Eligible Existing Class 8 Truck Details (model year 2009 or older)				
Engine Model-Year	Unit Description	Annual Miles Traveled (est.)	Annual Gallons of Fuel Used (est.)	Annual Idling Hours (est.)

NOTE: The applicant may elect to submit this information as a spreadsheet attachment to the Application Worksheet.

RESOLUTION NO. 4416

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FLORIDA'S DIESEL EMISSIONS MITIGATION PROGRAM; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, Volkswagen (VW) settled with the U.S. government resolving claims that it violated the Clean Air Act by selling diesel vehicles that violated the U.S. Environmental Protection Agency's (EPA) mobile source emission standards; and

WHEREAS, on October 2, 2017, the executed Final Trust Agreement was filed with the court, establishing the terms and conditions of the Mitigation Trust Fund; and

WHEREAS, Florida's share is more than \$166 million, or 5.68% of the overall Mitigation Trust Fund; and

WHEREAS, FDEP has allocated \$20 million available for the purchase of new Class 8 trucks and port drayage trucks (powered by diesel, compressed natural gas [CNG], or propane) to replace eligible diesel trucks of engine model year 2009 or older.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the City Manager is authorized and directed to submit a grant application and any necessary application documents for the grant; accept the grant, should an award be rendered; and to execute all documents relating to the grant.

SECTION 2. That the city is hereby requesting grant funds in the amount of \$800,000.

SECTION 3. That the City of Melbourne will fully comply with the conditions of the grant award.

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

SECTION 5. That this resolution was duly adopted at a regular meeting of the City Council

on the day of , 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4416



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	City Manager's Office
Presenter:	N/A
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.

Subject:

Items Removed from the Consent Agenda.

Background/Consideration:



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	City Manager's Office
Presenter:	Rebecca Thibert
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.16.

Subject:

Consideration of Letters of Intent for purchase of city-owned property located at 695 E. University Boulevard.

Background/Consideration:

The City currently owns real property located at 695 E. University Boulevard. This was the former location of the Community Development Department's Housing and Urban Improvement Division offices. Staff from this facility have been relocated to 701 S. Babcock Street, which was the previous location of the Police Department Communications Center. The property has now been declared surplus City-owned property. Section 12.09 – Real Property, of the City's Procurement Manual, requires surplus property to be offered for sale by competitive bid (formal solicitation) if over \$5,000. The policy also requires an appraisal, survey and title search.

Staff previously obtained an appraisal for the property in August 2022, which indicated a value of \$250,000. A subsequent appraisal obtained in February 2025 indicates a value of \$350,000 (attached).

On September 11, 2025, City Council considered an unsolicited proposal from the Islamic Society of Brevard County for a purchase price of \$220,000. City Council directed staff to reject the unsolicited proposal and proceed with a competitive solicitation to dispose of the surplus property.

The City published a Request for Letters of Intent to Purchase via DemandStar on February 13, 2026, and published a legal ad advertising disposition of the property. The solicitation was active for 30 days.

The City received five (5) proposals for disposition of the property (in no particular order):

- **Hi Tech Development Group, Inc. - \$350,000** - Host a variety of community activities that will serve, benefit and support the entire neighborhood and surrounding local areas.
- **Bright Horizons Academy, Inc. - \$300,000** - Tutoring and administration offices for the school.
- **Islamic Society of Brevard County - \$225,000** - Host a variety of community activities that will benefit and support neighbors in the surrounding area. The building will also serve as a place of comfort and support for individuals and families visiting the cemetery located behind the building.



- **Macedonia Community Development Corporation (MCDC) of South Brevard - \$300,000** - Centralized workforce and community development hub for Macedonia CDC administrative and community development offices (Macedonia Affordable Housing Program), STEM programming and MCDC Job Training & Employment Program.
- **Concerned Citizens Committee of South Brevard, Inc. - \$350,000** - Establish and operate wrap-around prevention and support facility serving residents of Melbourne and the surrounding area.

Staff is requesting that City Council consider the attached Letters of Intent, select a buyer and direct staff to begin negotiations and return to City Council with a Contract for Sale and Purchase. Staff is also recommending that City Council select an alternate buyer, so that if the first negotiations are unsuccessful, staff can move to the second party without having to begin the advertising process again.

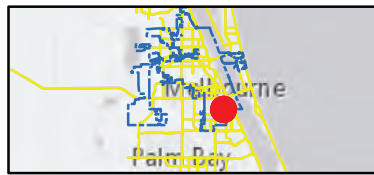
Fiscal/Budget Impact:

N/A

Requested Action:

Consideration of Letters of Intent and selection of buyer and alternate for purchase of City-owned property located at 695 E. University Boulevard and direction for staff to begin negotiations with the selected party for sale of the property located at 695 E. University Boulevard and return to City Council with a Contract for Sale and Purchase.

LOCATION MAP 695 E. UNIVERSITY BLVD.



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

160 0 160
Feet
1 inch = 167 feet



DISCLAIMER: Illustrative purposes only.
No warranties, expressed or implied, are
provided for the property records and mapping
data herein or for their use or interpretation by the
User. The City of Melbourne assumes no liability
for any damages, losses, costs or expenses
including but not limited to those arising from
arising from any User's use of the data for the
property records or mapping data provided herein.

Page 265

Title: 695 E. UNIVERSITY BLVD.
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 3/18/2026 3:56:08 PM
Document Name: Property Aquisition Location Map - 695 E. University
Document Location: \\ad.mlbf.org\Shares\mlbf_groups\COMMUNITY_DEVELOPMENT\PED\IP&ZBOARD2025\Maps\MXD\Property Aquisition Location Map - 695 E. University.mxd

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

Item No. C. 16.

ACCEPTING LETTERS OF INTENT TO PURCHASE



FOR SALE AS-IS

0.48-acre site

Located at 695 E. University Boulevard, Melbourne, FL

Offers accepted through Monday, March 16, 2026

OVERVIEW

The City of Melbourne is currently accepting proposals for the purchase and development of the City-owned parcel located at 695 E. University Boulevard, Melbourne, FL. The property is a single-tenant government office building containing 2,928 square feet originally constructed in 1968. The subject building is on a 0.48-acre site that provides direct exposure to E. University Blvd.

The building is owned by the City of Melbourne and was previously occupied by the Housing and Urban Improvement Division. The property was originally a drive through DMV that was then converted to office space more than a decade ago. The building is in average condition and there have not been any major recent improvements or repairs.

Parties interested in submitting a Letter of Intent to Purchase may do so following the format set forth in this document. Letters of Intent to Purchase will be accepted through Monday, March 16, 2026. City staff will review all submittals, select the submittal that is in the City's best overall interest and commence a 30-day exclusive negotiation period to develop a Contract for City Council approval. If negotiations cannot be completed in 30 days, the City may commence negotiations with any other party. All contracts are contingent upon City Council approval.

Property Information

Owner:	City of Melbourne
Address:	695 E. University Boulevard, Melbourne, Florida 32901
Parcel ID:	28-37-10-00-760
County:	Brevard
Size:	0.48 acres
Land Use:	Public Lands and Institutions
Zoning:	I-1 Institutional District

PROCESS FOR SUBMITTING LETTER OF INTENT TO PURCHASE

1. Thoroughly review property information and Letter of Intent to Purchase Form
2. Complete Letter of Intent to Purchase Form
 - a. Fill all highlighted fields
 - b. Be sure to include contact information
 - c. Sign and date
3. Submit fully completed and executed Original Letter of Intent to Purchase and two (2) copies, in person or by mail, no later than 5:00 p.m. on Monday, March 16, 2026. Sealed Letters should be marked "695 E. University Boulevard Letter of Intent to Purchase" and delivered to:

City of Melbourne
City Manager's Office
900 E. Strawbridge Avenue
Melbourne, Florida 32901

4. The City will review all Letters of Intent to Purchase submitted in response to this request and select the one that is determined to be in the best public interest.
5. The City will commence a 30-day exclusive contract negotiation period with the selected party. If a contract cannot be agreed upon during that period, the City may negotiate with any other party that submitted a Letter of Intent to Purchase.
6. Upon completed negotiations, the Contract will be scheduled for City Council consideration. All Contracts are contingent upon City Council approval.
7. The City will not consider incomplete or late submissions.
8. The City reserves the right to waive any informality in any offer and to accept any offer which it considers to be in the best public interest, and to reject any or all offers. The decision of the City shall be final.

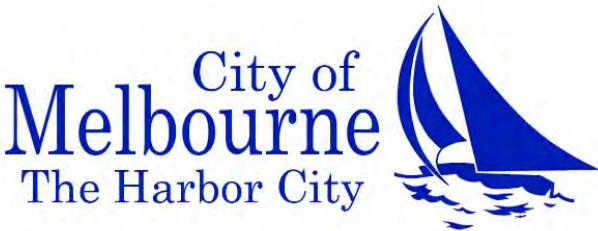
QUESTIONS

Please direct any questions to Rebecca Thibert, Assistant to the City Manager (321) 608-7200.

FINAL TABULATION SHEET

Title: **Accepting Letters of Intent to Purchase**

Due Date: **March 16, 2026**



OFFEROR:	Hi Tech Development Group, Inc.	Bright Horizons Academy, Inc.	Islamic Society of Brevard County	Macedonia Community Development Corporation (MCDC) of South Brevard	Concerned Citizens Committee of South Brevard, Inc.
DESCRIPTION	Offer	Offer	Offer	Offer	Offer
Proposals for the purchase and development of the City-owned parcel located at 695 E. University Boulevard.	\$ 350,000.00	\$ 300,000.00	\$ 225,000.00	\$ 300,000.00	\$ 350,000.00
Further evaluation to be conducted by City Council Members at the April 14, 2026 City Council meeting at 6:30pm					

RECEIVED

MAR 16 2026

City Manager's Office
Melbourne, Florida

Date: 03/16/2026

Jenni Lamb
City Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

RE: Purchase and Sale of Property
695 E. University Boulevard, Melbourne, FL

Dear Ms. Lamb:

I am submitting this Letter of Intent to Purchase the below referenced property (the "Property") under the terms and conditions set forth in this Letter of Intent to Purchase. The proposed terms and conditions are as follows:

LEGAL DESCRIPTION: OR BOOK 3348, PAGE 4495

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 10; THENCE SOUTH 88°53'33" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD (150.00 FOOT RIGHT-OF-WAY) A DISTANCE OF 1104.41 FEET; THENCE SOUTH 00°24'59" WEST A DISTANCE OF 150.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD; THENCE SOUTH 88°53'33" EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD FOR A DISTANCE OF 50.00 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°24'59" WEST FOR A DISTANCE OF 150.00 FEET; THENCE SOUTH 88°53'33" EAST FOR A DISTANCE OF 139.35 FEET; THENCE NORTH 00°07'59" EAST FOR A DISTANCE OF 150.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD; THENCE NORTH 88°53'33" WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 138.61 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 20,908.80 SQUARE FEET (0.48 ACRES), MORE OF LESS.

Commonly referred to as 695 E. University Blvd, Melbourne; PIN 28-37-10-00-760

Seller: City of Melbourne, Florida, a Florida municipal corporation

Buyer: Hi-Tech Development Group, Inc

Purchase Price: \$350,000.00 all cash at closing. The Buyer [does/does not] intend to utilize mortgage financing to close this transaction.

Intended Use of Property: Building intended use will to host a variety of community activities that will serve, benefit and support the entire neighborhood and as well as surrounding local areas

Closing Expenses; Special Warranty Deed: The Buyer will pay for all documentary stamp taxes on the special warranty deed; cost of recording the special warranty deed; the owner's policy of title insurance and any related cost; Buyer's attorneys' fees and costs; cost of preparation of the closing documents that the Buyer is responsible for; and costs of obtaining a survey of the real Property. The Seller will pay the cost of preparation of and recording of any title corrective instruments and Seller's attorneys' and paralegals' fees, if the Seller chooses to retain an attorney. The Buyer will select the closing agent who will be located in Brevard County, Florida. The conveyance of the Property to the Buyer will be accomplished by special warranty deed acceptable to the title underwriter of the Buyer's reasonably exercised choice, subject to the permitted exceptions. The Buyer agrees to accept a special warranty deed subject to easements, encumbrances and rights of way of record

Escrow Deposit: Buyer shall make a \$25,000.00 good faith escrow deposit to his/her attorney's or title agent's escrow account upon the execution by all parties of a formal purchase and sale agreement (the "Purchase Contract"). Buyer shall make an additional deposit in the amount of \$25,000.00 after the expiration of the Inspection Period referenced below. The said \$50,000.00 in total deposits shall be applied towards the Buyer's cash to close.

Closing: Closing shall be within not more than 45 days after expiration of Buyer's Inspection Period.

Inspection Period: The Buyer shall have 90 days from the execution of the Purchase Contract (the "Inspection Period") to inspect the Property. The inspections may include (at Buyer's option) but not be limited to: surveys, engineering or architectural reports, appraisals, leases, contracts, site work agreements, physical condition of the site, environmental, approvals, all issues pertaining to all building and zoning codes, ordinances, licenses, rules and regulations and all issues related to the foreclosure action against Seller's predecessor in title, and examination of the condition of the boat storage building on the Property. Notwithstanding anything to the contrary in this Letter of Intent to Purchase or in the Purchase Contract, if for any reason, in the sole and absolute discretion of the Buyer, any of the inspections are not acceptable to

Buyer, then Buyer may terminate the Purchase Contract by written notice to Seller delivered prior to the expiration of the Inspection Period, in which case the Purchase Contract shall terminate automatically and the Escrow Agent shall immediately refund all deposits to Buyer.

"AS IS" Condition: Buyer agrees that Seller's interest in the Property is being sold on an "as is" "where is" and "with all faults" basis. The Purchase Price reflects the "as is, where is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property.

Brokerage Fees: Buyer shall be responsible for the payment of the real estate fee due to Buyer's broker as per a separate agreement and the fees and charges of any real estate salesman or broker that it has employed. The Seller has employed the services of no realtor or real estate broker.

Contract Negotiation: Contract negotiation shall be handled directly by the following individuals:

For the City: Rebecca Thibert, Assistant to the City Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7206

For the Buyer: Hi-Tech Development Group, Inc
2450 Pimlico Ln
Melbourne, FL 32934

The above general terms and conditions are not fully exhaustive. Additional issues may need to be addressed in the formal Purchase Contract. While we anticipate that the definitive Purchase Contract will be generally consistent with this letter, the parties agree that this Letter of Intent to Purchase shall not create any legal rights or obligations on behalf of or between the Seller and the Buyer. Nothing herein constitutes an offer to purchase or acceptance of an offer to sell.

Notwithstanding anything to the contrary in this Letter of Intent to Purchase, the parties agree that this Letter of Intent to Purchase is non-binding in all respects, that this Letter of Intent to Purchase is not a contract and neither party shall be legally bound or obligated under any theory or for any reason until such time as a binding Purchase Contract is fully executed and delivered by both parties. In the event of any conflict between the Purchase Contract and this Letter of Intent to Purchase, the Purchase Contract shall control.

However, by signing this Letter of Intent to Purchase, Seller agrees to deal exclusively with Buyer for a period of thirty (30) calendar days from the date of this Letter of Intent to Purchase with the goal of executing a Purchase Contract which embodies the terms and conditions of the Letter of Intent to Purchase.

Buyer understands and agrees that no Purchase Contract can be approved, executed or delivered by the Seller until formal approval is given by the Seller's governing body, which is the City Council of Melbourne, at a public meeting. The Seller wishes to make it clear that while the City Manager is unable to speak with individual members to establish a collective support for the sale of the Property at the Buyer's proposed Purchase Price, the City Council of Melbourne has expressed an interest in selling the Property.

Very truly yours,

Buyer:

Hi-Tech Development Group, Inc

[Insert buyer's name]

Date 03/16/2026

By: Sultan Rafeek
Name: Sultan Rafeek
Title President

Seller:

CITY OF MELBOURNE,
a Florida municipal corporation

Date _____

By: _____
Jenni Lamb,
City Manager

MAR 16 2026

City Manager's Office
Melbourne, Florida[Date] 03/16/2026

Jenni Lamb
City Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

RE: Purchase and Sale of Property
695 E. University Boulevard, Melbourne, FL

Dear Ms. Lamb:

I am submitting this Letter of Intent to Purchase the below referenced property (the "Property") under the terms and conditions set forth in this Letter of Intent to Purchase. The proposed terms and conditions are as follows:

LEGAL DESCRIPTION: OR BOOK 3348, PAGE 4495

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 10; THENCE SOUTH 88°53'33" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD (150.00 FOOT RIGHT-OF-WAY) A DISTANCE OF 1104.41 FEET; THENCE SOUTH 00°24'59" WEST A DISTANCE OF 150.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD; THENCE SOUTH 88°53'33" EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD FOR A DISTANCE OF 50.00 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°24'59" WEST FOR A DISTANCE OF 150.00 FEET; THENCE SOUTH 88°53'33" EAST FOR A DISTANCE OF 139.35 FEET; THENCE NORTH 00°07'59" EAST FOR A DISTANCE OF 150.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD; THENCE NORTH 88°53'33" WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 138.61 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 20,908.80 SQUARE FEET (0.48 ACRES), MORE OF LESS.

Commonly referred to as 695 E. University Blvd, Melbourne; PIN 28-37-10-00-760

Seller: City of Melbourne, Florida, a Florida municipal corporation

Buyer: [identify buyer] Bright horizons academy
INC

Purchase Price: \$300,000 all cash at closing. The Buyer
[does/does not] intend to utilize mortgage financing to close this transaction.

Intended Use of Property:

Closing Expenses; Special Warranty Deed: The Buyer will pay for all documentary stamp taxes on the special warranty deed; cost of recording the special warranty deed; the owner's policy of title insurance and any related cost; Buyer's attorneys' fees and costs; cost of preparation of the closing documents that the Buyer is responsible for; and costs of obtaining a survey of the real Property. The Seller will pay the cost of preparation of and recording of any title corrective instruments and Seller's attorneys' and paralegals' fees, if the Seller chooses to retain an attorney. The Buyer will select the closing agent who will be located in Brevard County, Florida. The conveyance of the Property to the Buyer will be accomplished by special warranty deed acceptable to the title underwriter of the Buyer's reasonably exercised choice, subject to the permitted exceptions. The Buyer agrees to accept a special warranty deed subject to easements, encumbrances and rights of way of record

Escrow Deposit: Buyer shall make a \$40,000 good faith escrow deposit to his/her attorney's or title agent's escrow account upon the execution by all parties of a formal purchase and sale agreement (the "Purchase Contract"). Buyer shall make an additional deposit in the amount of \$ 20,000 after the expiration of the Inspection Period referenced below. The said \$60,000 in total deposits shall be applied towards the Buyer's cash to close.

Closing: Closing shall be within not more than 45 days after expiration of Buyer's Inspection Period.

Inspection Period: The Buyer shall have 90 days from the execution of the Purchase Contract (the "Inspection Period") to inspect the Property. The inspections may include (at Buyer's option) but not be limited to: surveys, engineering or architectural reports, appraisals, leases, contracts, site work agreements, physical condition of the site, environmental, approvals, all issues pertaining to all building and zoning codes, ordinances, licenses, rules and

regulations and all issues related to the foreclosure action against Seller's predecessor in title, and examination of the condition of the boat storage building on the Property. Notwithstanding anything to the contrary in this Letter of Intent to Purchase or in the Purchase Contract, if for any reason, in the sole and absolute discretion of the Buyer, any of the inspections are not acceptable to Buyer, then Buyer may terminate the Purchase Contract by written notice to Seller delivered prior to the expiration of the Inspection Period, in which case the Purchase Contract shall terminate automatically and the Escrow Agent shall immediately refund all deposits to Buyer.

"AS IS" Condition: Buyer agrees that Seller's interest in the Property is being sold on an "as is" "where is" and "with all faults" basis. The Purchase Price reflects the "as is, where is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property.

Brokerage Fees: Buyer shall be responsible for the payment of the real estate fee due to Buyer's broker as per a separate agreement and the fees and charges of any real estate salesman or broker that it has employed. The Seller has employed the services of no realtor or real estate broker.

Contract Negotiation: Contract negotiation shall be handled directly by the following individuals:

For the City: Rebecca Thibert, Assistant to the City Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7206

For the Buyer: mohamed abu tahannat
bright horizons
554 E florida ave
melbourne fl 32901

The above general terms and conditions are not fully exhaustive. Additional issues may need to be addressed in the formal Purchase Contract. While we anticipate that the definitive Purchase Contract will be generally consistent with this letter, the parties agree that this Letter of Intent to Purchase shall not create any legal rights or obligations on behalf of or between the Seller and the Buyer. Nothing herein constitutes an offer to purchase or acceptance of an offer to sell.

Notwithstanding anything to the contrary in this Letter of Intent to Purchase, the parties agree that this Letter of Intent to Purchase is non-binding in all respects, that this Letter of Intent to Purchase is not a contract and neither party shall be legally bound or obligated under any theory or for any reason until such time as a

binding Purchase Contract is fully executed and delivered by both parties. In the event of any conflict between the Purchase Contract and this Letter of Intent to Purchase, the Purchase Contract shall control.

However, by signing this Letter of Intent to Purchase, Seller agrees to deal exclusively with Buyer for a period of thirty (30) calendar days from the date of this Letter of Intent to Purchase with the goal of executing a Purchase Contract which embodies the terms and conditions of the Letter of Intent to Purchase.

Buyer understands and agrees that no Purchase Contract can be approved, executed or delivered by the Seller until formal approval is given by the Seller's governing body, which is the City Council of Melbourne, at a public meeting. The Seller wishes to make it clear that while the City Manager is unable to speak with individual members to establish a collective support for the sale of the Property at the Buyer's proposed Purchase Price, the City Council of Melbourne has expressed an interest in selling the Property.

Very truly yours,

Buyer:

_brightr horizons
accedamy

Date _03/16/2026_____

[Insert buyer's name]

By: _____
Name _mohamed abu
tahannat
Title ___chairman_____

Seller:

CITY OF MELBOURNE,
a Florida municipal corporation

Date _____

By: _____
Jenni Lamb,
City Manager

RECEIVED

MAR 16 2026

City Manager's Office
Melbourne, Florida

March 16, 2026

Jenni Lamb
City Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

RE: Letter of Intent – Purchase of 695 E. University Boulevard, Melbourne, FL

Dear Ms. Lamb,

For many years, the Islamic Society of Brevard County (ISBC) has been a part of the Brevard County community, serving as a center for faith, charity, and civic engagement. Our shared history with the City of Melbourne and the broader Brevard community dates to the original purchase of the ISBC property in 1988. Since that time, members of our congregation and our neighbors have worked together through acts of charity, kindness, dialogue, and service that strengthen the fabric of our community and build understanding among people of different faiths and backgrounds.

As Brevard County continues to grow, so too does the Muslim community it serves. The opportunity to acquire the property located at **695 E. University Boulevard**, adjacent to our existing cemetery,

It is our goal to utilize this building for the preparation of our dead, in our spiritual prescribed manner for their last rites.

Additionally, the property will support public engagement and foster community programs, services and activities.

The building will be preserved and improved as a space for community-oriented initiatives which could include youth education programs, civic engagements with law enforcement, and generally services that will improve and enhance the community spirit of cooperation and inclusivity.

We will endeavor to ensure that the building remains a community resource that serves a meaningful public purpose.

ISBC remains committed to being a positive partner within the City of Melbourne. We respectfully ask for the opportunity to move forward with this vision, which we believe will benefit our community while continuing the longstanding tradition of service, dignity, and mutual respect that defines Brevard County.

Sincerely,

Rami Sabawi
President, Islamic Society of Brevard County
550 E. Florida Avenue
Melbourne, Florida 32901
Islamic Society of Brevard County

MAR 16 2026

City Manager's Office
Melbourne, Florida

[Date] 03/16/2026

Jenni Lamb
City Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

RE: Purchase and Sale of Property
695 E. University Boulevard, Melbourne, FL

Dear Ms. Lamb:

I am submitting this Letter of Intent to Purchase the below referenced property (the "Property") under the terms and conditions set forth in this Letter of Intent to Purchase. The proposed terms and conditions are as follows:

LEGAL DESCRIPTION: OR BOOK 3348, PAGE 4495

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 10; THENCE SOUTH 88°53'33" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD (150.00 FOOT RIGHT-OF-WAY) A DISTANCE OF 1104.41 FEET; THENCE SOUTH 00°24'59" WEST A DISTANCE OF 150.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD; THENCE SOUTH 88°53'33" EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD FOR A DISTANCE OF 50.00 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°24'59" WEST FOR A DISTANCE OF 150.00 FEET; THENCE SOUTH 88°53'33" EAST FOR A DISTANCE OF 139.35 FEET; THENCE NORTH 00°07'59" EAST FOR A DISTANCE OF 150.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD; THENCE NORTH 88°53'33" WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 138.61 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 20,908.80 SQUARE FEET (0.48 ACRES), MORE OF LESS.

Commonly referred to as 695 E. University Blvd, Melbourne; PIN 28-37-10-00-760

Seller: City of Melbourne, Florida, a Florida municipal corporation

Buyer: Islamic Society of Brevard County, ISBC

Purchase Price: \$225,000.00 all cash at closing. The Buyer does not intend to utilize mortgage financing to close this transaction.

Intended Use of Property:

ISBC intends to use the facility to host a variety of community activities that will benefit and support neighbors in the surrounding area. The facility will serve as a place that promotes peace, unity, and understanding, where members can share knowledge of our faith and provide occasional food assistance to those in need. Additionally, the building will serve as a place of comfort and support for individuals and families visiting the cemetery located behind the building, particularly during times of loss, grief, and other personal difficulties.

Closing Expenses; Special Warranty Deed: The Buyer will pay for all documentary stamp taxes on the special warranty deed; cost of recording the special warranty deed; the owner's policy of title insurance and any related cost; Buyer's attorneys' fees and costs; cost of preparation of the closing documents that the Buyer is responsible for; and costs of obtaining a survey of the real Property. The Seller will pay the cost of preparation of and recording of any title corrective instruments and Seller's attorneys' and paralegals' fees, if the Seller chooses to retain an attorney. The Buyer will select the closing agent who will be located in Brevard County, Florida. The conveyance of the Property to the Buyer will be accomplished by special warranty deed acceptable to the title underwriter of the Buyer's reasonably exercised choice, subject to the permitted exceptions. The Buyer agrees to accept a special warranty deed subject to easements, encumbrances and rights of way of record

Escrow Deposit: Buyer shall make a \$30,000.00 good faith escrow deposit to his/her attorney's or title agent's escrow account upon the execution by all parties of a formal purchase and sale agreement (the "Purchase Contract"). Buyer shall make an additional deposit in the amount of \$20,000.00 after the expiration of the Inspection Period referenced below. The said \$50,000.00 in total deposits shall be applied towards the Buyer's cash to close.

Closing: Closing shall be within not more than 45 days after expiration of Buyer's Inspection Period.

Inspection Period: The Buyer shall have 90 days from the execution of the Purchase Contract (the "Inspection Period") to inspect the Property. The inspections may include (at Buyer's option) but not be limited to: surveys, engineering or architectural reports, appraisals, leases, contracts, site work

agreements, physical condition of the site, environmental, approvals, all issues pertaining to all building and zoning codes, ordinances, licenses, rules and regulations and all issues related to the foreclosure action against Seller's predecessor in title, and examination of the condition of the boat storage building on the Property. Notwithstanding anything to the contrary in this Letter of Intent to Purchase or in the Purchase Contract, if for any reason, in the sole and absolute discretion of the Buyer, any of the inspections are not acceptable to Buyer, then Buyer may terminate the Purchase Contract by written notice to Seller delivered prior to the expiration of the Inspection Period, in which case the Purchase Contract shall terminate automatically and the Escrow Agent shall immediately refund all deposits to Buyer.

"AS IS" Condition: Buyer agrees that Seller's interest in the Property is being sold on an "as is" "where is" and "with all faults" basis. The Purchase Price reflects the "as is, where is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property.

Brokerage Fees: Buyer shall be responsible for the payment of the real estate fee due to Buyer's broker as per a separate agreement and the fees and charges of any real estate salesman or broker that it has employed. The Seller has employed the services of no realtor or real estate broker.

Contract Negotiation: Contract negotiation shall be handled directly by the following individuals:

For the City: Rebecca Thibert, Assistant to the City Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7206

For the Buyer: Rami Sabawi, President
Islamic Society of Brevard County, ISBC
550, East Florida Ave.
Melbourne, FL 32901

The above general terms and conditions are not fully exhaustive. Additional issues may need to be addressed in the formal Purchase Contract. While we anticipate that the definitive Purchase Contract will be generally consistent with this letter, the parties agree that this Letter of Intent to Purchase shall not create any legal rights or obligations on behalf of or between the Seller and the Buyer. Nothing herein constitutes an offer to purchase or acceptance of an offer to sell.

Notwithstanding anything to the contrary in this Letter of Intent to Purchase, the parties agree that this Letter of Intent to Purchase is non-binding in all respects,

that this Letter of Intent to Purchase is not a contract and neither party shall be legally bound or obligated under any theory or for any reason until such time as a binding Purchase Contract is fully executed and delivered by both parties. In the event of any conflict between the Purchase Contract and this Letter of Intent to Purchase, the Purchase Contract shall control.

However, by signing this Letter of Intent to Purchase, Seller agrees to deal exclusively with Buyer for a period of thirty (30) calendar days from the date of this Letter of Intent to Purchase with the goal of executing a Purchase Contract which embodies the terms and conditions of the Letter of Intent to Purchase.

Buyer understands and agrees that no Purchase Contract can be approved, executed or delivered by the Seller until formal approval is given by the Seller's governing body, which is the City Council of Melbourne, at a public meeting. The Seller wishes to make it clear that while the City Manager is unable to speak with individual members to establish a collective support for the sale of the Property at the Buyer's proposed Purchase Price, the City Council of Melbourne has expressed an interest in selling the Property.

Very truly yours,

Buyer:

Islamic Society of Brevard County
[Insert buyer's name]

Date: 03/16/2026

By: _____

Name: Rami Sabawi

Title: President

Seller:

CITY OF MELBOURNE,
a Florida municipal corporation

Date _____

By: _____

Jenni Lamb,
City Manager

RECEIVED

MAR 13 2026

City Manager's Office
Melbourne, Florida

13 March 2026

Jenni Lamb
City Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

RE: Purchase and Sale of Property
695 E. University Boulevard, Melbourne, FL

Dear Ms. Lamb:

I am submitting this Letter of Intent to express Macedonia Community Development Corporation of South Brevard's interest in purchasing the below-referenced property (the "Property") under the terms and conditions outlined in this Letter of Intent

LEGAL DESCRIPTION: OR BOOK 3348, PAGE 4495

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 10; THENCE SOUTH 88°53'33" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD (150.00 FOOT RIGHT-OF-WAY) A DISTANCE OF 1104.41 FEET; THENCE SOUTH 00°24'59" WEST A DISTANCE OF 150.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD; THENCE SOUTH 88°53'33" EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD FOR A DISTANCE OF 50.00 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°24'59" WEST FOR A DISTANCE OF 150.00 FEET; THENCE SOUTH 88°53'33" EAST FOR A DISTANCE OF 139.35 FEET; THENCE NORTH 00°07'59" EAST FOR A DISTANCE OF 150.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD; THENCE NORTH 88°53'33" WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 138.61 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 20,908.80 SQUARE FEET (0.48 ACRES), MORE OF LESS.

Commonly referred to as 695 E. University Blvd, Melbourne; PIN 28-37-10-00-760

Seller: City of Melbourne, Florida, a Florida municipal corporation

Buyer: Macedonia Community Development Corporation of South Brevard. ("Macedonia CDC")

Purchase Price: \$300,000.00, all cash at closing. The Buyer does intend to utilize mortgage financing to close this transaction.

Intended Use of Property: The property will serve as a centralized workforce and community development hub for the following:

1. Macedonia CDC Administrative & Community Development Offices – Macedonia CDC Affordable Housing Program

Utilizing this property as a centralized development hub will help to advance Macedonia CDC's mission of providing safe, stable, and affordable opportunities for low-income households. This location will also strengthen our ability to create pathways that help youth envision and build brighter futures.

2. Science, Technology, Engineering, and Mathematics (STEM) - Youth Development Programming for low- and moderate-income youth.

This site will enhance our efforts to develop a specific, repeatable, and scalable method to foster our youth's interest in the STEM field. It will include hands-on demonstrations, workshops, and science competitions for students in 4th through 12th grade.

3. MCDC-JTEP (Job Training & Employment Program) – Training and preparing low- and moderate-income individuals for employment in the medical field.

Through our partnership with Health First and other health organizations, this facility will provide a dedicated training and coaching site for MCDC-JTEP (Job Training & Employment Program), which connects participants to healthcare training pathways (CNA, EKG, and related certifications). This program also provides workforce certifications and direct job placement opportunities.

Closing Expenses - Special Warranty Deed: The Buyer will pay for all documentary stamp taxes on the special warranty deed; cost of recording the special warranty deed; the owner's policy of title insurance and any related cost; Buyer's attorneys' fees and costs; cost of preparation of the closing documents that the Buyer is responsible for; and costs of obtaining a survey of the real Property. The Seller will pay the cost of preparation of and recording of any title corrective instruments and Seller's attorneys' and paralegals' fees, if the Seller chooses to retain an attorney. The Buyer will select the closing agent who will be located in Brevard County, Florida. The conveyance of the Property to the Buyer will be accomplished by a special warranty deed acceptable to the title underwriter of the Buyer's reasonably exercised choice, subject to the permitted exceptions. The Buyer agrees to accept a special warranty deed subject to easements, encumbrances, and rights of way of record

Escrow Deposit: Buyer shall make a \$10,000.00 good faith escrow deposit to the title agent's escrow account upon the execution by all parties of a formal purchase and sale agreement (the "Purchase Contract"). Buyer shall make an additional deposit in the amount of \$15,000.00 after the expiration of the Inspection Period referenced below. The said \$25,000.00 in total deposits shall be applied towards the Buyer's cash to close.

Closing: Closing shall be within not more than 45 days after expiration of Buyer's Inspection Period.

Inspection Period: The Buyer shall have 90 days from the execution of the Purchase Contract (the "Inspection Period") to inspect the Property. The inspections may include (at

Buyer's option) but not be limited to: surveys, engineering or architectural reports, appraisals, leases, contracts, site work agreements, physical condition of the site, environmental, approvals, all issues pertaining to all building and zoning codes, ordinances, licenses, rules and regulations and all issues related to the foreclosure action against Seller's predecessor in title, and examination of the condition of the boat storage building on the Property. Notwithstanding anything to the contrary in this Letter of Intent to Purchase or in the Purchase Contract, if for any reason, in the sole and absolute discretion of the Buyer, any of the inspections are not acceptable to Buyer, then Buyer may terminate the Purchase Contract by written notice to Seller delivered prior to the expiration of the Inspection Period, in which case the Purchase Contract shall terminate automatically and the Escrow Agent shall immediately refund all deposits to Buyer.

"AS IS" Condition: Buyer agrees that Seller's interest in the Property is being sold on an "as is" "where is" and "with all faults" basis. The Purchase Price reflects the "as is, where is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property.

Brokerage Fees: Buyer shall be responsible for the payment of the real estate fee due to Buyer's broker as per a separate agreement and the fees and charges of any real estate salesman or broker that it has employed. The Seller has employed the services of no realtor or real estate broker.

Contract Negotiation: Contract negotiation shall be handled directly by the following individuals:

For the City: Rebecca Thibert, Assistant to the City Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7206

For the Buyer: Jerry P. Phillips, President
Macedonia Community Development Corporation of South Brevard
P.O. Box 482
Melbourne FL 32902

The above general terms and conditions are not fully exhaustive. Additional issues may need to be addressed in the formal Purchase Contract. While we anticipate that the definitive Purchase Contract will be generally consistent with this letter, the parties agree that this Letter of Intent to Purchase shall not create any legal rights or obligations on behalf of or between the Seller and the Buyer. Nothing herein constitutes an offer to purchase or acceptance of an offer to sell.

Notwithstanding anything to the contrary in this Letter of Intent to Purchase, the parties agree that this Letter of Intent to Purchase is non-binding in all respects, that this Letter of Intent to Purchase is not a contract and neither party shall be legally bound or obligated under any

theory or for any reason until such time as a binding Purchase Contract is fully executed and delivered by both parties. In the event of any conflict between the Purchase Contract and this Letter of Intent to Purchase, the Purchase Contract shall control.

However, by signing this Letter of Intent to Purchase, Seller agrees to deal exclusively with Buyer for a period of thirty (30) calendar days from the date of this Letter of Intent to Purchase with the goal of executing a Purchase Contract which embodies the terms and conditions of the Letter of Intent to Purchase.

Buyer understands and agrees that no Purchase Contract can be approved, executed or delivered by the Seller until formal approval is given by the Seller's governing body, which is the City Council of Melbourne, at a public meeting. The Seller wishes to make it clear that while the City Manager is unable to speak with individual members to establish a collective support for the sale of the Property at the Buyer's proposed Purchase Price, the City Council of Melbourne has expressed an interest in selling the Property.

Very truly yours,

Buyer:

Macedonia Community Development
Corporation of South Brevard

Date 13 Mar 2026 _____

[Insert buyer's name]

By: _____

Name Jerry P. Phillips
Title: President

Seller:

CITY OF MELBOURNE,
a Florida municipal corporation

Date _____

By: _____

Jenni Lamb,
City Manager

RECEIVED

MAR 13 2026

City Manager's Office
Melbourne, Florida

March 13, 2026

Jenni Lamb
City Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

RE: Purchase and Sale of Property
695 E. University Boulevard, Melbourne, FL

Dear Ms. Lamb:

I am submitting this Letter of Intent to Purchase the below referenced property (the "Property") under the terms and conditions set forth in this Letter of Intent to Purchase. The proposed terms and conditions are as follows:

LEGAL DESCRIPTION: OR BOOK 3348, PAGE 4495

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 10; THENCE SOUTH 88°53'33" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD (150.00 FOOT RIGHT-OF-WAY) A DISTANCE OF 1104.41 FEET; THENCE SOUTH 00°24'59" WEST A DISTANCE OF 150.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD; THENCE SOUTH 88°53'33" EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD FOR A DISTANCE OF 50.00 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°24'59" WEST FOR A DISTANCE OF 150.00 FEET; THENCE SOUTH 88°53'33" EAST FOR A DISTANCE OF 139.35 FEET; THENCE NORTH 00°07'59" EAST FOR A DISTANCE OF 150.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD; THENCE NORTH 88°53'33" WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 138.61 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 20,908.80 SQUARE FEET (0.48 ACRES), MORE OF LESS.

Commonly referred to as 695 E. University Blvd, Melbourne; PIN 28-37-10-00-760

Seller: City of Melbourne, Florida, a Florida municipal corporation

Buyer: Concerned Citizens Committee of South Brevard Incorporated (CCCSB)

Purchase Price: \$350,000.00 all cash at closing. The Buyer [does not] intend to utilize mortgage financing to close this transaction.

Intended Use of Property: We intend to utilize the property to establish and operate a Wraparound Prevention and Support Facility serving the residents of Melbourne and surrounding areas. The facility will specifically address the rising concerns related to vaping and substance use among youth at our partner schools: University Park, Stone Middle, and Palm Bay High. Unlike many existing wraparound providers that intervene primarily after youth face severe challenges: such as housing instability or deficient life skills; our approach emphasizes proactive, early intervention to prevent escalation to more complex needs. Youth engaging in substance use on school grounds often face suspensions, expulsions, and disruptions in their home environments. These incidents can lead to increased involvement from the Juvenile Justice system, local law enforcement, and child-serving agencies such as the Department of Children and Families (DCF) and Child Protective Services (CPS), potentially resulting in family breakdowns. By serving as a positive catalyst for change, we aim to reduce these disruptions, strengthen family stability, and support healthier outcomes for Melbourne's young people before issues become more entrenched

Closing Expenses; Special Warranty Deed: The Buyer will pay for all documentary stamp taxes on the special warranty deed; cost of recording the special warranty deed; the owner's policy of title insurance and any related cost; Buyer's attorneys' fees and costs; cost of preparation of the closing documents that the Buyer is responsible for; and costs of obtaining a survey of the real Property. The Seller will pay the cost of preparation of and recording of any title corrective instruments and Seller's attorneys' and paralegals' fees, if the Seller chooses to retain an attorney. The Buyer will select the closing agent who will be located in Brevard County, Florida. The conveyance of the Property to the Buyer will be accomplished by special warranty deed acceptable to the title underwriter of the Buyer's reasonably exercised choice, subject to the permitted exceptions. The Buyer agrees to accept a special warranty deed subject to easements, encumbrances and rights of way of record

Escrow Deposit: Buyer shall make a \$3,500 good faith escrow deposit to his/her attorney's or title agent's escrow account upon the execution by all parties of a formal purchase and sale agreement (the "Purchase Contract"). Buyer shall make an additional deposit in the amount of \$21,000 after the expiration of the Inspection Period referenced below. The said \$24,500 in total deposits shall be applied towards the Buyer's cash to close.

Closing: Closing shall be within not more than 45 days after expiration of Buyer's Inspection Period.

Inspection Period: The Buyer shall have 90 days from the execution of the Purchase Contract (the "Inspection Period") to inspect the Property. The inspections may include (at Buyer's option) but not be limited to: surveys, engineering or architectural reports, appraisals, leases, contracts, site work agreements, physical condition of the site, environmental, approvals, all issues pertaining to all building and zoning codes, ordinances, licenses, rules and regulations and all issues related to the foreclosure action against Seller's predecessor in title, and examination of the condition of the boat storage building on the Property. Notwithstanding anything to the contrary in this Letter of Intent to Purchase or in the Purchase Contract, if for any reason, in the sole and absolute discretion of the Buyer, any of the inspections are not acceptable to Buyer, then Buyer may terminate the Purchase Contract by written notice to Seller delivered prior to the expiration of the Inspection Period, in which case the Purchase Contract shall terminate automatically and the Escrow Agent shall immediately refund all deposits to Buyer.

"AS IS" Condition: Buyer agrees that Seller's interest in the Property is being sold on an "as is" "where is" and "with all faults" basis. The Purchase Price reflects the "as is, where is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property.

Brokerage Fees: Buyer shall be responsible for the payment of the real estate fee due to Buyer's broker as per a separate agreement and the fees and charges of any real estate salesman or broker that it has employed. The Seller has employed the services of no realtor or real estate broker.

Contract Negotiation: Contract negotiation shall be handled directly by the following individuals:

For the City: Rebecca Thibert, Assistant to the City Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7206

For the Buyer: Joseph McNeil Jr, President
P.O. Box 1392
Melbourne, FL 32902
(321) 961-0456

The above general terms and conditions are not fully exhaustive. Additional issues may need to be addressed in the formal Purchase Contract. While we anticipate

that the definitive Purchase Contract will be generally consistent with this letter, the parties agree that this Letter of Intent to Purchase shall not create any legal rights or obligations on behalf of or between the Seller and the Buyer. Nothing herein constitutes an offer to purchase or acceptance of an offer to sell.

Notwithstanding anything to the contrary in this Letter of Intent to Purchase, the parties agree that this Letter of Intent to Purchase is non-binding in all respects, that this Letter of Intent to Purchase is not a contract and neither party shall be legally bound or obligated under any theory or for any reason until such time as a binding Purchase Contract is fully executed and delivered by both parties. In the event of any conflict between the Purchase Contract and this Letter of Intent to Purchase, the Purchase Contract shall control.

However, by signing this Letter of Intent to Purchase, Seller agrees to deal exclusively with Buyer for a period of thirty (30) calendar days from the date of this Letter of Intent to Purchase with the goal of executing a Purchase Contract which embodies the terms and conditions of the Letter of Intent to Purchase.

Buyer understands and agrees that no Purchase Contract can be approved, executed or delivered by the Seller until formal approval is given by the Seller's governing body, which is the City Council of Melbourne, at a public meeting. The Seller wishes to make it clear that while the City Manager is unable to speak with individual members to establish a collective support for the sale of the Property at the Buyer's proposed Purchase Price, the City Council of Melbourne has expressed an interest in selling the Property.

Very truly yours,

Date: March 13, 2026

Buyer:

Concerned Citizens Committee of South Brevard Incorporated

By: _____
Joseph McNeil Jr., President

Date: _____

Seller:

CITY OF MELBOURNE,
a Florida municipal corporation

By: _____
Jenni Lamb, City Manager



**Concerned
Citizens
Committee**
of South Brevard

PO Box 1392
Melbourne, FL 32902
Phone: (321) 961-0456
Email: info@cccsb.org

March 13, 2026

City of Melbourne
City Manager's Office
900 E. Strawbridge Avenue
Melbourne, Florida 32901

Re: Letter of Intent to Purchase – 695 E. University Boulevard, Melbourne, FL (Parcel ID: 28-37-10-00-760)

Dear City Manager and City Staff,

The Concerned Citizens Committee of South Brevard (CCCSB), a registered 501(c)(3) nonprofit organization dedicated to improving South Brevard communities through political, educational, environmental, and economic resources, hereby submits this Letter of Intent (LOI) to purchase the City-owned property located at 695 E. University Boulevard, Melbourne, FL 32901. This submission is in response to the City's call for Letters of Intent to Purchase, as outlined in the announcement for the 0.48-acre site containing a 2,928 square foot single-tenant government office building.

About CCCSB

Founded to address community concerns in South Melbourne and surrounding areas, CCCSB has been a dynamic force in effecting positive change since its inception. Our mission focuses on civic engagement, advocating for school resources, community safety, and residential improvements. We collaborate with residents, local officials, and partners to resolve pressing issues, including educational challenges and public health concerns. As a nonprofit entity, all our initiatives prioritize public interest and community benefit, with contributions being tax-deductible. Our track record includes successful advocacy for enhanced community resources, making us well-positioned to transform this property into a vital asset for Melbourne residents.



A key demonstration of our established and positive relationship with the City of Melbourne is our current contractual agreement with the City to design, fund, and erect a public monument commemorating the lives of the three freedmen: Peter Wright, Wright Brothers, and Balaam Allen who settled Crane Creek and laid the foundation for what became the City of Melbourne. This Founders Monument initiative, developed in formal partnership with the City and supported by community leaders, secures Riverview Park for the monument, which will honor these overlooked historical figures and promote education about Melbourne's origins. This ongoing collaboration underscores CCCSB's intentional commitment to adding lasting value to the City, investing in its revitalization, and preserving its heritage. Establishing the proposed Wraparound Prevention Center will build upon this foundation, delivering further transformational change to the community by addressing contemporary challenges and facilitating long-term resilience.

Proposed Purchase Terms

CCCSB intends to purchase the property "as-is" for a proposed price of \$350,000. We believe this amount reflects fair market value for a 0.48-acre site with direct exposure to E. University Boulevard, considering no major recent improvements or repairs. Payment would be made in full at closing, subject to standard due diligence, including a title search, environmental assessment, and confirmation of zoning compatibility for our proposed use. We are prepared to enter into a 30-day exclusive negotiation period to finalize a Purchase and Sale Agreement, contingent upon City Council approval.

Proposed Development and Use

CCCSB proposes to redevelop the property into a comprehensive Wraparound Prevention Center, serving as a hub for preventative services aimed at Melbourne residents, particularly youth and families. This center will directly address critical public health and educational challenges in Brevard County Public Schools (BCPS), with a primary focus on the escalating vaping and substance use epidemic among students. Recent reports highlight the severity of this issue:

- In early 2026, Melbourne High School closed multiple student bathrooms due to vaping-related behavioral issues, property damage, and environmental concerns, as reported by Principal Chad Kirk.

- The Brevard County School Board has described vaping as an "epidemic" worse than cigarettes, with a steady rise in students bringing vapes to school, leading to discussions of stricter policies, including expulsion, vape-detection technology in restrooms, and public demonstrations like "Smash the Vape" to deter use.
- National data indicates over 1.6 million children using vapes, with local measures including handheld metal detectors and educational resources to combat nicotine addiction's impact on adolescent brain development and lung health.

Vaping represents a significant pain point for BCPS, disrupting learning environments and posing long-term health risks. Our center will position CCCSB as the leading provider of preventative services to mitigate these concerns.

To demonstrate efficacy, we will pilot programs at Stone Middle School and University Park Elementary School in Melbourne, where vaping and substance use incidents have been noted as part of broader district trends. These sites will serve as models for scalable interventions, including awareness campaigns, counseling referrals, and parent education sessions.

The renovated building will feature:

Training Center and Community Use Conference Room: Spaces for workshops on substance abuse prevention, vaping education, and community forums. These will host sessions for parents, educators, and youth, in partnership with BCPS and local health organizations.

HIPAA-Compliant Telehealth Room: A secure room for community use, enabling virtual healthcare appointments for residents unable to attend in-person visits. We will establish agreements with community partners and healthcare providers (e.g., local clinics and telehealth services) to facilitate access, ensuring compliance with privacy standards and expanding healthcare equity in South Brevard.

Approved Site for Supervised Visits: Designated areas for court-approved supervised family visits, supporting child welfare and family reunification efforts in collaboration with Brevard Family Partnership and other agencies.

Youth Drop-In Services and Respite Center: A safe, supervised space where parents can drop off youth for short periods, offering recreational activities, youth mentorship,



and peer support groups focused on substance use prevention. This respite service will provide relief for working parents while promoting positive youth development.

The center's wraparound approach will integrate these services to address substance use, mental health, and family support needs, aligning with the City's interest in public benefit. By repurposing this underutilized property, CCCSB will enhance community resilience, reduce school disruptions, and contribute to economic vitality through job creation and partnerships.

Public Interest and Benefits

This proposal is in the City's best overall interest, as it transforms a vacant government building into a nonprofit-operated community resource. Benefits include:

Addressing a Pressing Public Health Crisis: Directly tackling the vaping epidemic in BCPS, potentially reducing disciplinary incidents and improving student outcomes.

Community Accessibility: Located on E. University Boulevard, the site offers high visibility and easy access for Melbourne residents, including those in underserved South Brevard areas.

Economic and Social Impact: As a nonprofit, CCCSB will not generate profit but will reinvest in services, facilitate long-term community stability and potentially attract grants for further development.

Sustainability: Minimal major renovations needed, leveraging the building's existing office layout for efficient conversion.

Continued Partnership and Revitalization: Building on our contractual agreement for the Founders Monument, this project further demonstrates CCCSB's dedication to Melbourne's revitalization and transformational community impact.

We are committed to working collaboratively with City staff during negotiations to ensure the project aligns with municipal goals. CCCSB looks forward to the opportunity to negotiate and finalize this purchase, contributing to a stronger, healthier, and more historically honored Melbourne.



**Concerned
Citizens
Committee**
of South Brevard

Contact Information

For any questions or to discuss this LOI, please contact:

Joseph McNeil, Jr., President
Concerned Citizens Committee of South Brevard
PO Box 1392
Melbourne, FL 32902
Phone: (321) 961-0456
Email: info@cccsb.org

Sincerely,

Joseph McNeil, Jr.
President
Concerned Citizens Committee of South Brevard

Enclosures:

Two (2) copies of this executed Letter of Intent

Organizational Documents (501(c)(3) Certification, EIN Confirmation)

Preliminary Concept Plan for Wraparound Prevention Center

Documentation/Reference to Founders Monument Agreement with City of Melbourne



**REAL ESTATE APPRAISAL REPORT
OF AN
OFFICE BUILDING
LOCATED AT:
695 E. UNIVERSITY BLVD,
MELBOURNE, BREVARD COUNTY, FL 32940
PO #25000893-00**

Prepared For:
Mr. Doug Dombroski,
Economic Development Manager,
City of Melbourne
900 E. Strawbridge Avenue

Effective Date of the Appraisal:
February 4, 2025

Date of the Report:
February 10, 2025

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

File Name: C25-4030

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

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

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

February 10, 2025

Mr. Doug Dombroski,
Economic Development Manager,
City of Melbourne
900 E. Strawbridge Avenue

Re: Real Estate Appraisal Report
Office Building
695 E. University Blvd,
Melbourne, Brevard County, FL 32940
File Name: C25-4030 PO #25000893-00

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

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

The subject is a single-tenant government office building containing 2,928 square feet originally constructed in 1968. The subject building is on a 0.48-acre site that provides direct exposure to E. University Blvd. The building is owned by the City of Melbourne and is currently occupied by the Housing and Community Development division. Ownership reported that the subject was originally a drive through DMV that was then converted to office space more than a decade ago. The building is in average condition and there have not been any major recent improvements or repairs. However, of particular importance, the building uses are currently limited by the existing zoning of I-1 Institutional District which is highly restrictive in regards to uses that are not public or semipublic in nature. A change to nonpublic ownership and usage would likely require a zoning change, which can be a speculative process.

The property is further identified as 695 E. University Blvd, Melbourne, Brevard County, FL 32940 and Brevard County Property Appraiser Parcel ID 28-37-10-00-760.

At the request of the client, the purpose of this appraisal is to estimate the Current Market Value of the subject property's Fee Simple estate in its "As Is" condition, effective February 4, 2025. Further, our analysis employs the following Extraordinary Assumption:

The current zoning of the subject is highly restrictive in regards to uses that are not public or semipublic in nature. A change in ownership or usage would likely require a zoning change which can be speculative in process. After information provided by Ms. Cindy Dittmer, AICP and Community Development Director, who indicated that "staff would support a recommendation to City Council for a rezoning to a C-1 District which would allow office uses along with other neighborhood commercial uses" we employ the assumption that there would be no significant obstacle in changing the zoning to allow for commercial use of the subject.

This letter of transmittal is not an appraisal report; however, the attached report sets forth the data, research, and analyses that support our value conclusions. Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Extraordinary Assumptions, we have made the following value conclusions:

Value Conclusions			
Premise	Interest Appraised	Effective Date	Value Conclusion
Current As Is Market Value	Fee Simple	2/4/2025	\$350,000

Please reference Page 7 of this report for important information regarding the Limiting Conditions and Assumptions; Page 10 for Extraordinary Assumptions, and Page 15 for scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology. Acceptance of this report constitutes an agreement with these conditions and assumptions.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The intended users of this report are City of Melbourne, and is intended only for use by them in estimating the market value of the subject property. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

We believe you will find this report to be self-explanatory; however, you are invited to contact us should you have any questions or require further information relative to this matter. We thank you for the opportunity to provide our professional services.

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

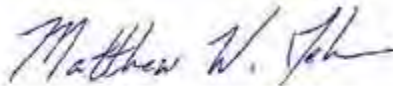
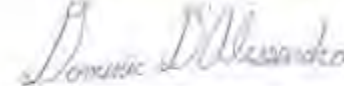
	
Matthew W. Jehs, MAI Cert Gen RZ2806	Dominic D'Alessandro Cert Gen RZ4536

TABLE OF CONTENTS

Summary of Important Facts and Conclusions	5
Limiting Conditions and Assumptions	7
Extraordinary Assumptions	10
Identification of Subject.....	11
Purpose of the Appraisal	11
Client.....	11
Intended Use and User of Appraisal	11
Owner of Record and Sales History.....	12
Legal Description.....	13
Scope of Work	15
Location Maps	17
Neighborhood Analysis	18
Zoning	27
Zoning Maps	29
Assessment and Taxes	30
Property Description	31
Improvements Description.....	41
Highest and Best Use	44
Market Analysis	47
Valuation Methodology	51
Sales Comparison Approach.....	52
Subject.....	52
Comparables	52
Sales Comparison Approach Conclusion.....	63
Final Reconciliation	64
Certification	65
Addenda	66
Definitions.....	67
Professional Qualifications	70

Summary of Important Facts and Conclusions

Report Dates	
Report Date	2/10/2025
Inspection Date	2/4/2025
As Is Date of Value	2/4/2025

Subject Summary	
Property Name	Single Tenant Office Building
Property Major Type	Office
Address	695 E. University Blvd
City	Melbourne
County	Brevard
State	Fl
Zip	32940
Tax ID	28-37-10-00-760
Owner	City Of Melbourne
Land SF	20,909
Acres	0.48
FAR	0.14
Zoning	I-1
Zoning Type	I-1 Institutional District
GBA	2,928
Year Built	1968
No. of Buildings	1
No. of Stories	1
Construction	Concrete Block Stucco
Quality	Average
Condition	Average
Design Appeal	Below Average to Average

Intended Use and Users

Intended Use

The client will rely upon this appraisal for internal use, including but not limited to, rendering a decision relative to a financial transaction or asset valuation

Intended Users

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

Land Summary

Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Traffic Count	Access
28-37-10-00-760	0.48	20,909	0.48	20,909	8,670	Average

Building Summary

Building Name/ID	Year Built	Condition	Gross Building	Construction	Appeal and Appearance
Office Building	1968	Average	2928.0	Concrete Block Stucco	Below Average to Average

Value Conclusions

Premise	Interest Appraised	Effective Date	Value Conclusion
Current As Is Market Value	Fee Simple	2/4/2025	\$350,000

The current zoning of the subject is highly restrictive in regards to uses that are not public or semipublic in nature. A change in ownership or usage would likely require a zoning change which can be speculative in process. After information provided by Ms. Cindy Dittmer, AICP and Community Development Director, who indicated that "staff would support a recommendation to City Council for a rezoning to a C-1 District which would allow office uses along with other neighborhood commercial uses" we employ the assumption that there would be no significant obstacle in changing the zoning to allow for commercial use of the subject. It is likely this would be contingent on any prospective contract.

Limiting Conditions and Assumptions

1. Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.
2. The values given in this appraisal report represent the opinion of the signers as to the values as of the dates specified herein. Values of real estate are affected by an enormous variety of forces and conditions which will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.
3. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however similar the same may be.
4. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.
5. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.
6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.
7. Possession of any copy of this report does not carry with it the right of publication, nor may it be used, or relied upon, for any purpose by anyone other than the client without prior written authorization of the client and identified as such herein, and in any event, only in its entirety. Parties who receive a copy of this report as a consequence of disclosure requirements applicable to our client do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such by our client at the time of engagement for services.
8. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.
9. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.
10. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.

11. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless noncompliance is stated, defined and considered in the appraisal report. Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.
12. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.
13. All data relating to land sales, improved property sales, and comparable rentals used in this report are considered to be proprietary; that is, owned by Tuttle-Armfield-Wagner. It is provided to the client for use within this report only. Any other use or distribution of this data without the prior written consent of Tuttle-Armfield-Wagner is specifically prohibited.
14. An environmental assessment was not provided for use in this assignment. No evidence of contamination was observed during our inspection, nor did we note the presence of commonly known toxic chemicals/hazardous materials. Nonetheless, we are not qualified to inspect/evaluate a site for potential hazards or contamination. Therefore, lacking contrary information, we assume that no contamination or environmental hazards exist that would adversely affect the subject utility and/or market value. Accordingly, the market value estimate contained herein is based on the accuracy of this assumption (subject to verification via a current environmental assessment as conducted by a duly qualified environmental scientist or engineer).
15. There are no proposed judgments or pending or threatened litigation that could affect the value of the property.
16. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
18. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
19. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

20. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Maps and plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.
21. Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.
22. It is assumed there are no encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.
23. This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.
24. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to ADA. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

Extraordinary Assumptions

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

Extraordinary Assumptions

A current professional title search was not available for our use in this assignment. Therefore, we assume that no easements, encroachments, or deed restrictions exist which would adversely affect the subject utility and hence market value, other than as described herein.

The current zoning of the subject is highly restrictive in regards to uses that are not public or semipublic in nature. A change in ownership or usage would likely require a zoning change which can be speculative in process. After information provided by Ms. Cindy Dittmer, AICP and Community Development Director, who indicated that "staff would support a recommendation to City Council for a rezoning to a C-1 District which would allow office uses along with other neighborhood commercial uses" we employ the assumption that there would be no significant obstacle in changing the zoning to allow for commercial use of the subject. It is likely this would be contingent on any prospective contract.

Identification of Subject

The subject is a single-tenant government office building containing 2,928 square feet originally constructed in 1968. The subject building is on a 0.48-acre site that provides direct exposure to E. University Blvd. The building is owned by the City of Melbourne and is currently occupied by the Housing and Community Development division. Ownership reported that the subject was originally a drive through DMV that was then converted to office space more than a decade ago. The building is in average condition and there have not been any major recent improvements or repairs. However, of particular importance, the building uses are currently limited by the existing zoning of I-1 Institutional District which is highly restrictive in regards to uses that are not public or semipublic in nature. A change to nonpublic ownership and usage would likely require a zoning change, which can be a speculative process.

The property is further identified as 695 E. University Blvd, Melbourne, Brevard County, FL 32940 and Brevard County Property Appraiser Parcel ID 28-37-10-00-760 with Tax Account ID 2852431.

Purpose of the Appraisal

At the request of the client, the purpose of this appraisal is to estimate the Current 'As Is' Market Value of the subject property's Fee Simple estate effective February 4, 2025. The "Market Value" and "Fee Simple" interests are defined in the Addendum.

Client

This appraisal report has been prepared for Mr. Doug Dombroski, Economic Development Manager with the City of Melbourne located at 900 E. Strawbridge Avenue, Melbourne, FL, 32901.

Intended Use and User of Appraisal

Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services. The client will rely upon this appraisal for internal use, including but not limited to, rendering a decision relative to a financial transaction or asset valuation.

This report is not intended for any other use or user. No one other than the named client or any other party not identified as an intended user should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use.

Owner of Record and Sales History

The Brevard County Property Appraiser's Record Card indicates current ownership is listed as City of Melbourne. The identified subject property last transferred on April 13th, 1993 when it was transferred from the Board of County Commissioners of Brevard County to the City of Melbourne. According to ownership, the subject is not currently listed for sale, or under contract but ownership plans to list the property for sale. We assume this information is correct.

Based on Information obtained from the client, various recognized published data sources and / or the county assessor's records, the subject property ownership history has no prior sales in the last three years.

This information was verified with the Brevard County Property Appraiser records. We assume this information is accurate as described by ownership and public records, however, if further verification is required, we strongly suggest it be obtained via a current title search.

Legal Description

The following Legal Description was obtained via Brevard County records, Clerk of Courts, provided leases, and survey. We assume it is correct but strongly advise a current title policy be obtained if further verification is necessary.

Address: 695 E. University Blvd, Melbourne, Brevard County, FL 32940

Parcel ID: 28-37-10-00-760

A parcel of land lying in Section 10, Township 28 South, Range 37 East, Brevard County, Florida; being more particularly described as follows:

Commence at the Northwest corner of the Southeast one-quarter of said Section 10; thence South $88^{\circ}53'33''$ East along the North line of the Southeast one-quarter of said section 10 also being the North right-of-way line of University Boulevard (150.00 foot right-of-way) a distance of 1104.41 feet; thence South $00^{\circ}24'59''$ West a distance of 150.00 feet to the South right-of-way line of University Boulevard; thence South $88^{\circ}53'33''$ East along said South right-of-way of University Boulevard for a distance of 50.00 feet to the point of beginning of the herein described parcel; thence South $00^{\circ}24'59''$ West for a distance of 150.00 feet; thence South $88^{\circ}53'33''$ East for a distance of 139.35 feet; thence North $00^{\circ}07'59''$ East for a distance of 150.01 feet to the South right-of-way of University Boulevard; thence North $88^{\circ}53'33''$ West along said right-of-way for a distance of 138.61 feet to the point of beginning said parcel contains 0.48 acres more or less.

Plat Map



The aerial depictions are from the Brevard County Property Appraiser records. The property boundaries are not exact. They are for illustrative purposes only.

Aerial



Eagle View



Scope of Work

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

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

Scope Summary - Definition of the Problem

Problem

The purpose of the appraisal is to estimate the Current Market Value of the Fee Simple interest of the subject property on an 'As Is' basis.

Intended Use

The client will rely upon this appraisal for internal use, including but not limited to, rendering a decision relative to a financial transaction or asset valuation

Intended User(s)

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

Appraisal Report

Based on the intended users understanding of the subject's physical, economic and legal characteristics, and the intended use of this appraisal, an appraisal report format was used.

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

Utilized Approaches to Value

Cost Approach

☐

Overall, we have determined that this approach is not required to deliver credible value results and the Sales Comparison Approach carries more weight with knowledgeable market participant.

Sales Comparison Approach

☒

There is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach

☐

Overall, we have determined that this approach is not required to deliver credible value results and the Sales Comparison Approach carries more weight with knowledgeable market participant.

Scope of Work

Property Identification

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

Is this a 'Land Only' appraisal?

No

Inspection

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

Zoning

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

Market Analysis

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

Highest and Best Use Analysis

A complete As Vacant and As Improved H&BU analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the most reasonably

Information Sources

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

Verification

This is a Self-Contained report as defined by the Uniform Standard of Professional Appraisal Practice under Standards Rule 2-2(A). This format provides a detailed and complete description of the appraisal process, subject data and valuation.

Comments

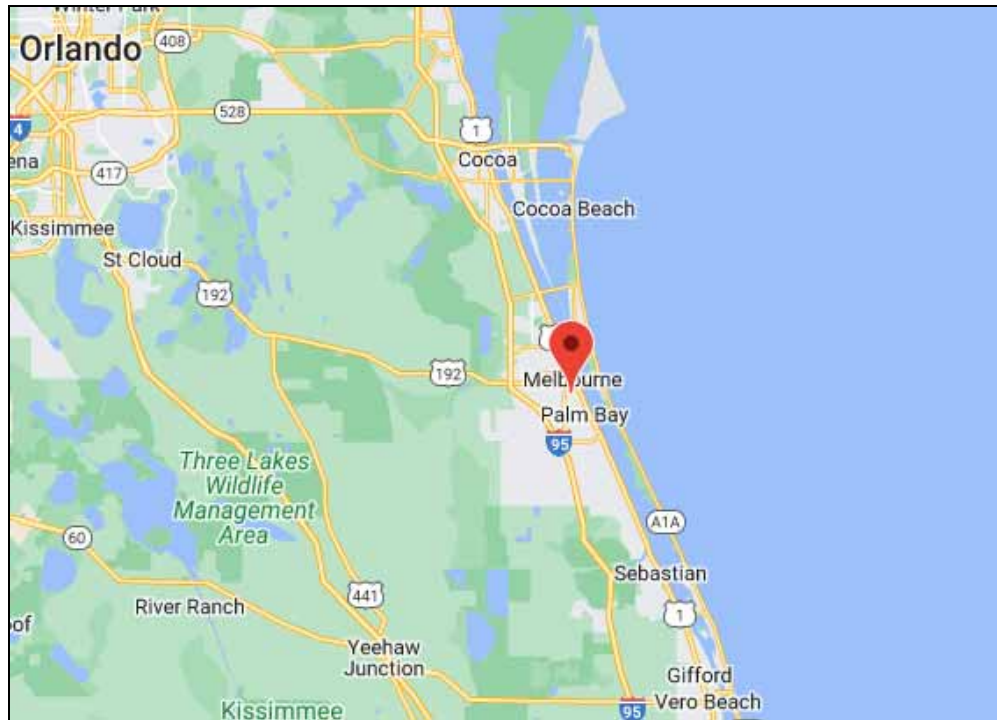
The employed methods and level of analysis provides a credible value conclusion for the subject property.

Competency Comment

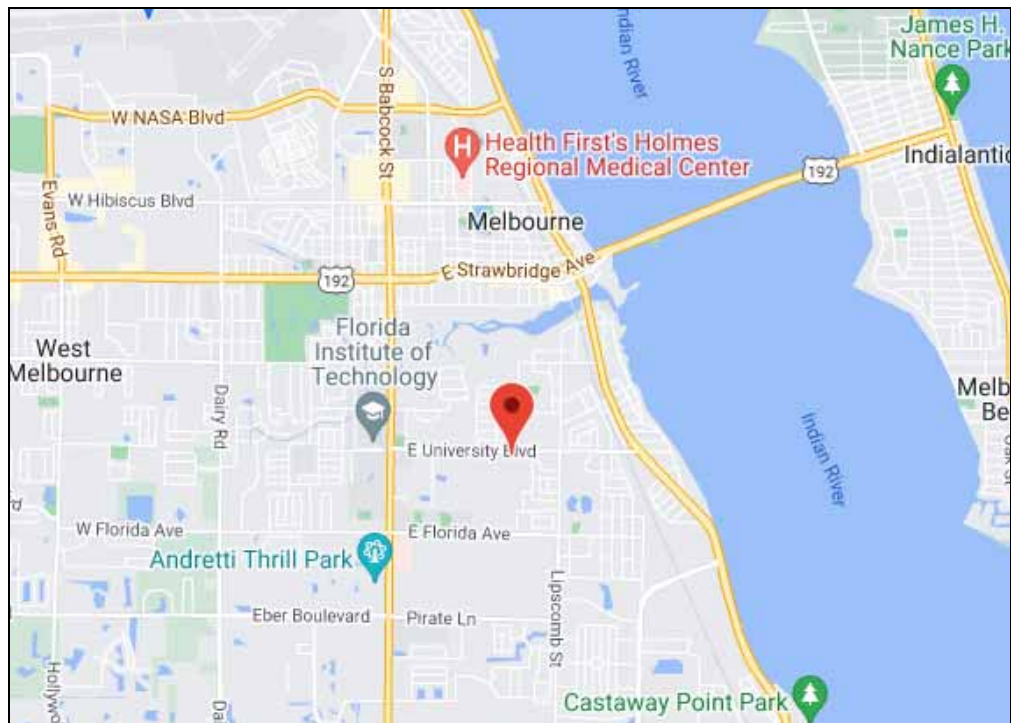
The person(s) signing this report are licensed to appraise real property in the state the subject is located. They affirm they have the experience, knowledge, and education to value this type property. They have previously appraised similar real estate.

Location Maps

Regional Perspective



Neighborhood Perspective



Neighborhood Analysis

Area Location and Boundaries:

The subject is located in the City of Melbourne which is located on the coast of east central Florida. Melbourne is about an hour's drive south of the Kennedy Space Center, and 1½ hours' drive due east of Disney World. Melbourne is approximately 41 square miles in size, with about 75% of this land area in use.

The subject's market area is best defined as that area bordered by Eau Gallie Blvd to the north, Malabar Road to the south, Interstate 95 to the west and US-1 to the east. The defined area contains about thirty-five square miles and includes parts of Melbourne, West Melbourne, Palm Bay, and unincorporated Brevard County.

Market Area and Property Characteristics

Development in the neighborhood comprises primarily commercial use properties along the main roadways, with industrial and residential uses located along interior side streets. The most significant land uses in the neighborhood include the Melbourne Square Mall, HealthFirst, Holmes Regional Medical Center, and the Melbourne Municipal Golf Course. The Melbourne International Airport is located just north of the subject neighborhood.

Other existing commercial developments include several anchored and non-anchored strip shopping centers, medical and professional office buildings, convenience stores, service stations, banks, restaurants, and free-standing retail buildings. The historic district of Downtown Melbourne is located in the eastern quarter of the neighborhood and features small offices, restaurants, and retail shops.

The limited availability of vacant commercial sites constrains new development within the defined market area. Land values in the market area are average to above average. This is due in part to the proximity to the mall, the Melbourne central business district, and several large local employment centers.

Commercial Uses

The subject is just south of a significant interchange between US Highway 1 and New Haven Avenue. US 1 is the dominant north-south arterial in the market, and New Haven Avenue is a significant east-west thoroughfare that connects I-95 through Melbourne and out to the beachside communities. As a result, the interchange located approximately one-half mile to the north is highly traveled and has become a desirable location for high-intensity commercial use. Restaurants, banks, and medical/professional office buildings dominate this area.

The commercial properties within the subject's vicinity are about average, compared to the overall Melbourne market. The area is older, built up, and limited new construction. Most development is via remodeling.

Light Industrial Uses

Industrial uses in the neighborhood are most heavily concentrated toward the west, near I-95, with the Ellis Industrial Park being the dominant node for this use.

However, significant industrial uses tend to be on side and feeder streets to US Highway 1. Most of the properties are not directly on US 1, but 1-2 blocks west, and several are situated in close proximity to the tracks of the Florida East Coast Railroad. The light industrial uses provide a high employment base.

Melbourne Downtown Central Business District

Melbourne's "central business district" in the original downtown part of Melbourne. This section of Melbourne, from the intersection of New Haven Avenue and Strawbridge Avenue on the west to the Indian River Lagoon on the east and from Crane Creek on the south to Palmetto Avenue on the north, comprises the Melbourne Downtown Redevelopment District. The Redevelopment District was created in 1982 to revitalize the historic downtown area centered on New Haven Avenue.

In 2009, the City of Melbourne opened a new City Hall building along the north side of Strawbridge Avenue. Afterward, a parking garage was built to the east of city hall. Within the past three years, the city added streetscape improvements along both sides of the downtown portion of New Haven Avenue that have enhanced the appeal of this roadway. The improvements help to provide stability to the downtown area.

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

Because New Haven Avenue has only two lanes between the FEC railroad and the intersection with Strawbridge Avenue, traffic through this downtown area is congested, and parking is limited. The central business district is nearly 100% developed, with new developments replacing older buildings. The subject is located near the central part of this downtown business district, within easy walking distance to numerous restaurants, stores, and shops.

Some additional new developments to the downtown area include an apartment project and two hotels. We also note that several older properties have been renovated for modern office use, including a former church at Strawbridge and Livingston and a two-story office condominium on Strawbridge.

In the summer of 2020, the \$31 million Highline complex on New Haven Avenue opened to residents. This apartment complex features 171 studio, one-bedroom, and two-bedroom apartments with nine-foot ceilings, front-load washers and dryers, and balconies. Monthly rents start at \$1,325 to \$2,375, and units range from 552 to 1,086 square feet. The complex is mixed-use, with a restaurant and two smaller retail-commercial units occupying the ground floor, while the second floor will include a swimming pool.

Crane Creek Landings is a gated waterfront community of 20 luxury townhomes featuring a community pool and dock with deep-water access.

Hell and Blazes at 1002 E New Haven Avenue is a fully renovated microbrewery bar with limited food options at the east end of New Haven Avenue. The project cost \$950,000 to purchase the building, \$600,000 in improvements, and \$200,000 in equipment.

Florida Eye Associates purchased a 6,000+ SF building at 509 E New Haven Avenue to open up a retail eyeglass facility, additional medical office space, and doctor offices. It is an expansion of their existing 30,000 SF facility on Strawbridge Avenue.

Another construction project completed in the 1st quarter of 2021 was Hotel Melby. The \$42 million 11-story Tapestry Collection by Hilton boutique hotel at the former city-owned parking lot behind Meg O'Malley's Restaurant & Irish Pub (located across the street from the subject) in Downtown Melbourne.

City officials estimate hotel guests will inject \$8.8 million a year into the surrounding economy, not including lodging costs. The hotel has 156 rooms, including 24 corner suites and a rooftop bar and lounge featuring 4,900 SF of event-meeting space. A 170-space parking garage forms the base of the building, and there are an additional 30 public parking spaces at the rear of the hotel along E. Melbourne Avenue.

Surrounding Residential Home Trends

The majority of the single-family residential structures in this area were built over twenty-five years ago and are small to mid-size homes in fair to average condition. At this time, there is no evidence of any new residential development although there is a parcel of land in the immediate area that is on the market and holds the potential for a significant residential development. This property was proposed for development by Southern Homes. Due to market conditions the property is offered for sale.

The multi-family development consists of scattered apartment and condominium development. There are a mix of small scale and medium scale apartment complexes located along University Boulevard. Apartments located near the western end of University Boulevard are oriented toward providing housing for students of Florida Institute of Technology (FIT) and their occupancies tend to fluctuate based on the school calendar.

MLS Statistics - December 2024

You will find monthly, quarterly, and yearly reports of Brevard County Sales, detailed by Single Family Homes and Townhouses/Condos, on our website. In addition, there are Yearly Distressed Market Summaries for both types of properties.



A quick recap of the Brevard County Residential Report for December 2024:

- **Closed Sales are up 22.1%** for December 2024 in which the number of units closed was 817 compared to 669 in December 2023, with an increase in cash sales of 3.1%.
- **New Pending Sales are up 6.8%** and New Listings are down -2.1%.
- **The Median Sales Price for Brevard Single Family homes is 0.0%** to \$369,995 compared to a year ago, which was \$370,000.
- **Months' Supply of Inventory is up 25.0%** to 4.0 months, an increase from 3.2 months in December 2023.
- **Traditional Sales are up 21.7%** with a median sales price of \$369,990.
- **Foreclosure/REO Sales are up 100%** with 4 closed sales and a median sales price of \$412,500.
- **Short Sale Closings N/A** with 1 closed sale and a median sales price of \$236,000.

Institutional Influence

There are a number of institutional uses in the immediate area. The Dr. Martin Luther King, Jr. public library is to the east of the subject. Stone Magnet Middle School is to the east, and Lipscomb Park is to the southeast. Brother's Park is three blocks to the north. The Florida Department of Health office is to the west, and the Florida Institute of Technology is to the west. This is a college campus that includes a botanical garden and a large library. The Palm Bay Senior High School is one mile to the south.

Holmes Regional Medical Center

The southeast portion of the defined area contains a concentration of medical offices due to the presence of the Holmes Regional Medical Center. This hospital is the primary care provider for South Brevard and has become a major magnet for neighborhood growth.

Within a one-mile radius around Holmes, a large medical office park has developed. The medical office market predominately comprises numerous freestanding buildings occupied by physician specialists on staff or support the hospital.

Within the past five years, the hospital was expanded by 50,000 SF to house 12 new operating suites, a pharmacy, a pre-surgical testing center, and a new Heart Institute. A new birthing wing was also added.

Transportation & Traffic Patterns

Interstate 95 is an arterial highway that traverses the east coast of the United States from Maine southward to south Florida. This road also serves as a commuter route for local traffic from Palm Bay to Titusville and beyond. There are currently sixteen interchanges serving Brevard County. There is an interchange with U.S. 192 (W. New Haven Avenue) approximately six miles west of the subject.

U.S.1 is a six-lane arterial road that connects the Melbourne area with Rockledge/Cocoa to the north and Palm Bay to the south, and points beyond. The highway experiences high traffic counts in the defined area.

Babcock Street is a four-lane traffic artery that connects the neighborhood with Palm Bay to the south and U.S.1 to the northeast. This road provides an alternate north/south route to U.S.1 through the south part of the Melbourne area.

New Haven Avenue (U.S. 192) is a four-lane, east-west artery with center turn lanes that connects Melbourne with the south Brevard beach communities to the east and with the St. Cloud/Kissimmee area and points between to the west.

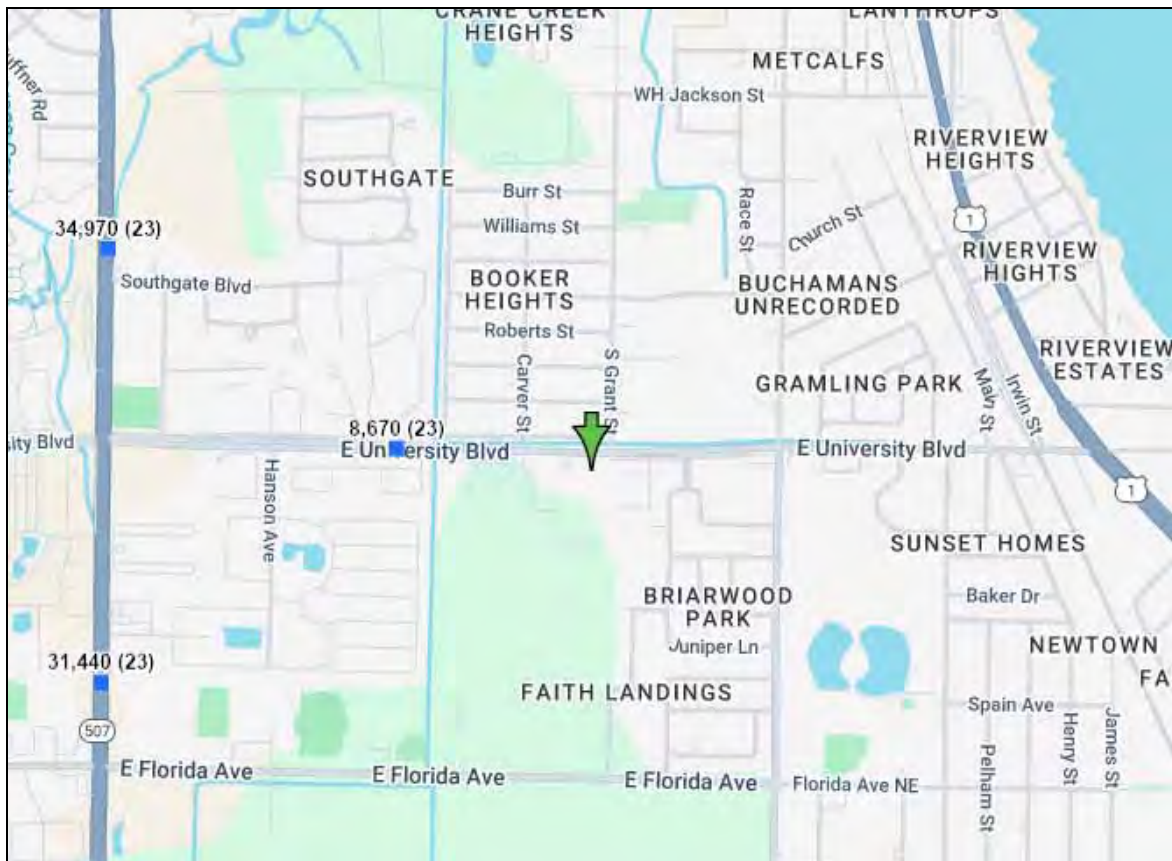
New Haven Avenue is the main street serving the Historic Downtown Central Business District for the City of Melbourne. This is a destination shopping and entertainment district. U.S. 192 is an arterial highway that connects Melbourne with the south Brevard beach communities to the east and with Orlando and points between to the west. Through Melbourne and West Melbourne, this road is known as New Haven Avenue. Just to the east of Babcock Street, at the junction with Strawbridge Avenue, New Haven Avenue becomes a two-lane collector street and then continues east through the Melbourne downtown area. Strawbridge Avenue then becomes the four-lane arterial that continues eastward across U.S.1 where it becomes the Melbourne Causeway.

The Melbourne International Airport (MLB) is located about one mile north of the subject, while the Orlando International Airport (MCO) is located approximately 55 miles northwest; travel time is about 10 minutes to MLB and one hour to MCO, depending on traffic conditions. Public Transportation is provided by Space Coast Area Transit and provides access along Wickham Road. Connecting routes allow access to all of Brevard County. The local market perceives public transportation as average compared to other market areas in the region. However, the primary mode of transportation in this area is the personal automobile.

The area traffic system and transportation facilities appear to serve the existing and near-term future local transportation needs adequately.

Traffic Count Map

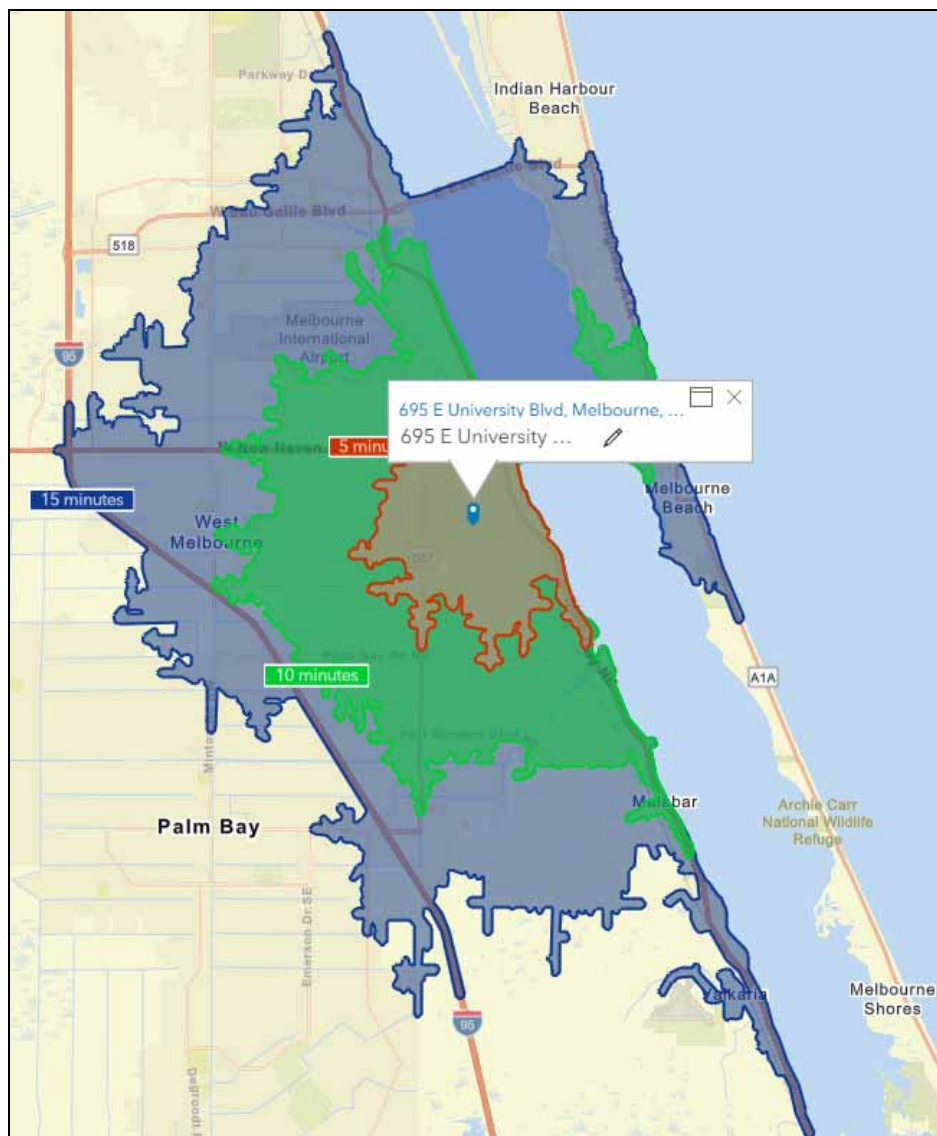
A traffic count map for roadways in the area is located below. In the subject's area, E University Blvd has a traffic count of 8,670 vehicles per day.



Demographics

For demographic data, we have included a detailed analysis of the neighborhood provided by ESRI, the endorsed GIS firm utilized by both the Appraisal Institute and CCIM members. This data incorporates information reported by U.S. Bureau of the Census, 2000 and 2010 Census of Population and Housing. ESRI then makes credible forecasts for 2024 and 2029. ESRI converted the Census data into 2020 geography. Due to the geographical factors presented by the Indian River Lagoon, the most appropriate study areas are 5, 10, and 15-minute drive times.

Population and income information for the five-, ten-, and fifteen-minute drive times are shown in the following tables. The five-minute study area indicates a slight decrease in population, while the ten and fifteen-minute study areas show an increase forecast for population levels. The five-minute drive time area has the greatest income levels.





Community Profile

695 E University Blvd, Melbourne, Florida, 32901 2
695 E University Blvd, Melbourne, Florida, 32901
Drive time: 5, 10, 15 minute radii

Prepared by Esri
Latitude: 28.06332
Longitude: -80.60939

	5 minutes	10 minutes	15 minutes
Population Summary			
2010 Total Population	15,421	62,664	116,458
2020 Total Population	16,966	71,521	133,021
2020 Group Quarters	1,344	3,364	4,208
2024 Total Population	18,008	75,277	139,538
2024 Group Quarters	1,430	3,561	4,443
2029 Total Population	18,477	77,209	143,339
2024-2029 Annual Rate	0.52%	0.51%	0.54%
2024 Total Daytime Population	22,809	94,526	164,139
Workers	11,854	51,647	87,695
Residents	10,955	42,879	76,444
Household Summary			
2010 Households	6,777	28,241	51,084
2010 Average Household Size	2.11	2.14	2.23
2020 Total Households	7,370	31,358	57,014
2020 Average Household Size	2.12	2.17	2.26
2024 Households	8,009	33,484	60,523
2024 Average Household Size	2.07	2.14	2.23
2029 Households	8,351	34,785	62,935
2029 Average Household Size	2.04	2.12	2.21
2024-2029 Annual Rate	0.84%	0.77%	0.78%
2010 Families	3,412	15,471	29,958
2010 Average Family Size	2.84	2.78	2.82
2024 Families	3,808	17,995	34,759
2024 Average Family Size	2.95	2.87	2.90
2029 Families	3,927	18,488	35,820
2029 Average Family Size	2.91	2.84	2.87
2024-2029 Annual Rate	0.62%	0.54%	0.60%
Housing Unit Summary			
2000 Housing Units	7,364	27,620	51,279
Owner Occupied Housing Units	45.8%	54.4%	60.9%
Renter Occupied Housing Units	42.6%	34.3%	29.0%
Vacant Housing Units	11.6%	11.3%	10.1%
2010 Housing Units	8,199	33,663	59,865
Owner Occupied Housing Units	43.1%	50.3%	56.6%
Renter Occupied Housing Units	39.6%	33.6%	28.8%
Vacant Housing Units	17.3%	16.1%	14.7%
2020 Housing Units	8,360	35,486	63,749
Owner Occupied Housing Units	40.9%	51.2%	57.7%
Renter Occupied Housing Units	47.2%	37.2%	31.8%
Vacant Housing Units	11.4%	11.7%	10.6%
2024 Housing Units	9,044	37,638	67,301
Owner Occupied Housing Units	39.3%	50.3%	57.2%
Renter Occupied Housing Units	49.3%	38.6%	32.7%
Vacant Housing Units	11.4%	11.0%	10.1%
2029 Housing Units	9,377	38,927	69,706
Owner Occupied Housing Units	41.8%	52.0%	58.6%
Renter Occupied Housing Units	47.3%	37.3%	31.7%
Vacant Housing Units	10.9%	10.6%	9.7%

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

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

February 03, 2025

	5 minutes	10 minutes	15 minutes
Median Household Income			
2024	\$48,981	\$60,704	\$68,374
2029	\$56,355	\$69,854	\$79,525
Median Home Value			
2024	\$319,000	\$319,514	\$352,186
2029	\$407,916	\$390,015	\$425,217
Per Capita Income			
2024	\$30,915	\$37,434	\$40,773
2029	\$36,746	\$44,470	\$48,180
Median Age			
2010	43.7	45.0	45.3
2020	43.5	45.7	46.0
2024	44.4	46.0	46.1
2029	46.0	47.3	47.2

Summary and Conclusion

In summary, the subject's neighborhood is considered to be primarily a residential area with commercial support development concentrated on the major arteries. Growth within the subject's immediate neighborhood has been limited. The major influence within the neighborhood has been Florida Institute of Technology's housing for on-campus students and the recent completion of an approximate 74,000 office facility that is occupied by the college. This is several blocks to the west of the subject and the subject is mostly outside of the main influence of FIT.

No adverse area conditions are known, nor were any observed, that preclude or severely limit the subject's utilization to its highest and best use as determined herein.

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

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

Zoning

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

Zoning Summary	
Zoning Authority	City of Melbourne
Zoning Code	I-1
Zoning Type/Description	I-1 Institutional District
Zoning Intent/Summary	The provisions applicable to this district are intended to apply to an area which can serve the needs of the community for public and semi-public facilities of an educational, recreational, health or cultural nature. Since the site and building requirements for such uses vary with the size and type of use, a review and approval of the plans is specified and the zoning itself is predicated upon the approval of the site plan.
Permitted Uses	Permitted uses within the "I-1" district include, but are not limited to: Public and semi-public buildings and activities (auditoriums, government offices, or similar uses), Educational institutions (from primary schools to universities), Health institutions (hospitals, clinics, nursing homes), Cultural institutions (churches, museums, libraries, community centers, cemeteries, gardens), Recreation uses (parks, playgrounds, golf courses, marinas), Homeless shelter facilities, Soup Kitchens, Recovery home/halfway house, Public utility service facilities, and Domestic violence shelters. A variety of accessory uses and structures are also allowed (as an accessory to the primary permitted use). Prohibited uses and structures include any use that is not public or semi-public in character and temporary labor agencies.
Future Land Use	Public/Institutional
Minimum Lot Area	20,000 SF
Minimum Lot Width	100 feet
Minimum Lot Depth	150 feet
Zoning Parking Requirements	The planning and engineering department and the planning and zoning board shall determine the parking need based on the nature of the proposed use.
Deed Restrictions/Moratoriums	To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.

Clearly, the existing zoning is very limited for potential private uses of the property. We reached out to City of Melbourne Planning officials for clarity on rezoning to a less restrictive district if the City decided to sell the asset. Her response email indicated:

“In a quick review of the surrounding uses and zoning districts, staff would support a recommendation to City Council for a rezoning to a C-1 zoning district which would allow office uses along with other neighborhood commercial uses such as retail, restaurant, personal services, etc. The adjacent properties are zoned commercial or institutional and the multi-family uses to the east are separated by a public right-of-way.”

Cindy Dittmer, AICP
Community Development Director
cynthia.dittmer@mlbfl.org
321-608-7500

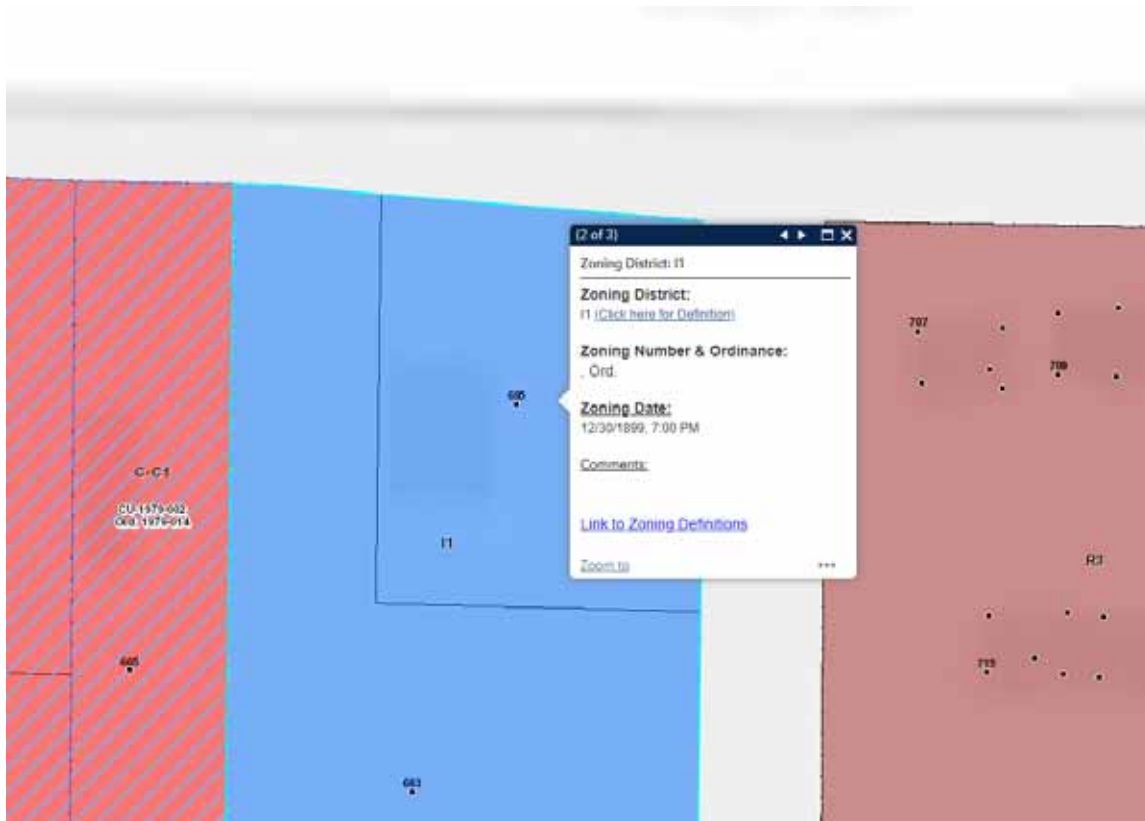
A summarized description of the C-1 zoning district is provided below.

Zoning Intent/Summary: The C-1 low density commercial district is intended to apply to an area adjacent to major arterial streets and convenient to major residential areas. The types of uses permitted are intended to serve the consumer needs of nearby residential neighborhoods as well as the commercial needs of the motorist. Lot sizes and other restrictions are intended to reduce conflicts with adjacent residential uses and to minimize the interruption of traffic along thoroughfares.

Principal Uses and Structures: In the C-1 low density commercial district, several uses and structures are permitted on sites of three acres or less, whether developed separately or as a unit with shared site improvements. These include retail stores, sales and display rooms (excluding automotive and similar uses), and places where goods are produced and sold at retail on the premises. Also permitted are personal service establishments like beauty shops, barbershops, laundry and dry cleaning pickup stations, and tailor shops. Professional offices, studios, clinics, laboratories, general offices, business schools, and similar uses are allowed, as are hotels, motels, and guest cottages. Eating and drinking establishments are also permitted, along with vocational and trade schools that do not involve industrial operations. Finally, banks and financial institutions, as well as public and private parking lots and garages, are allowed in this district.

We therefore employ the assumption that there would be no significant obstacle in changing the zoning to allow for commercial use of the subject.

Zoning Maps



Assessment and Taxes

Real Estate Assessment and Taxes					
Tax ID	Total Assessment	Millage Tax Rate	Ad Valorem Taxes	Non Ad Valorem Taxes	Total Parcel Taxes
28-37-10-00-760	\$201,880	17.2369	\$0.00	\$564.09	\$564.09

The tax year runs from January 1st to December 31st. Real estate taxes in Brevard County are paid one year in arrears (2024 taxes are paid in 2025), and are due and payable November 1st of each year or as soon thereafter as the certified tax roll is received by the Tax Collector from the Property Appraiser. Properties in Brevard County are assessed Ad Valorem Taxes and Non-Ad Valorem Taxes. Ad valorem taxes, or real property taxes, are based on the value of such property. Non-ad valorem assessments are NOT based on value but are set amounts. The Non-Ad Valorem Taxes the subject is responsible for goes toward solid waste disposal and emergency medical services. According to Florida law, assessments are to be at 'Full Just Value'. This term is generally held to be 100% Market Value, less reasonable costs of sales. It has been our experience, however, that assessments vary widely in relation to market value as defined in this report. Reassessments are annual based on a calendar year.

Exemptions: The subject property has historically only paid Non-Ad Valorem taxes because there is an exemption in place for the municipally owned property.

Tax History			
Assessed Year	Total Assessment	Taxes	% Change
2020	\$208,800	\$459	
2021	\$186,050	\$459	0.0%
2022	\$208,880	\$502	9.4%
2023	\$205,810	\$537	7.0%
2024	\$201,880	\$564	5.0%

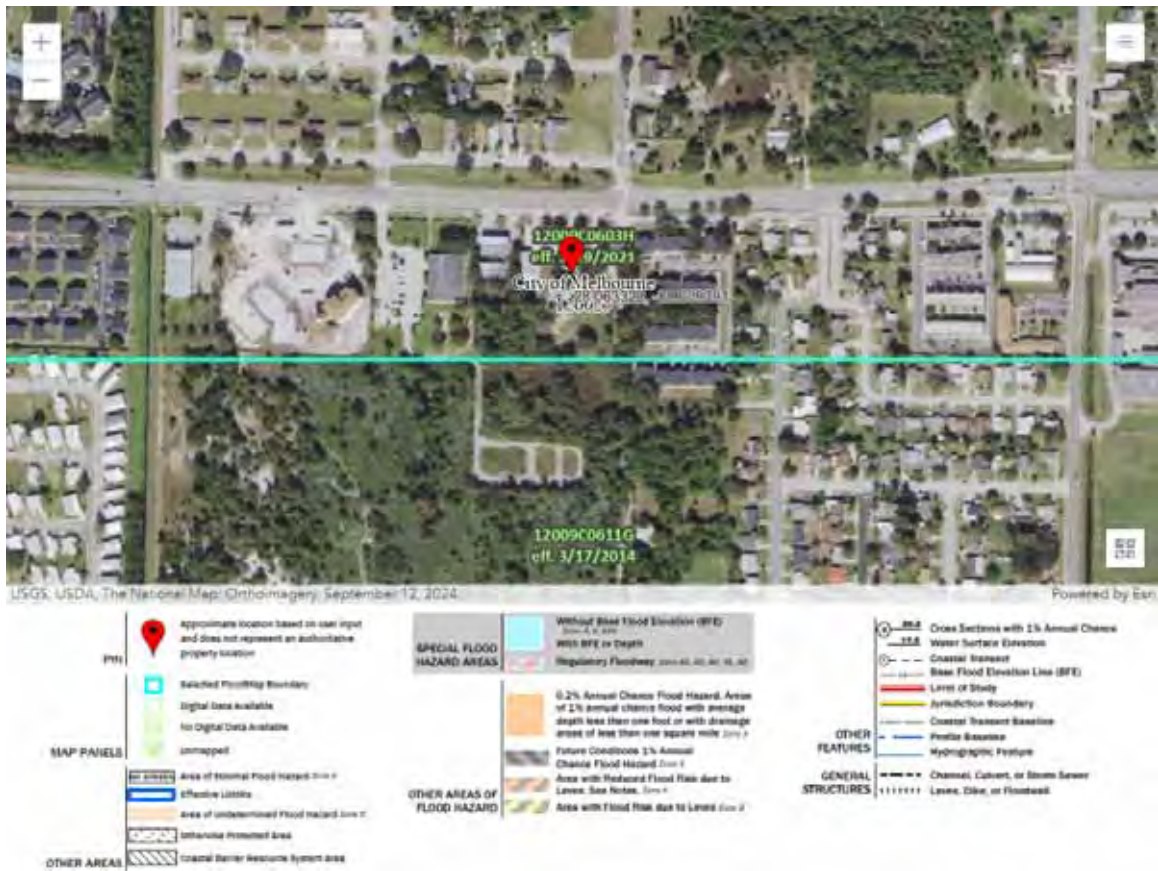
Property Description

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

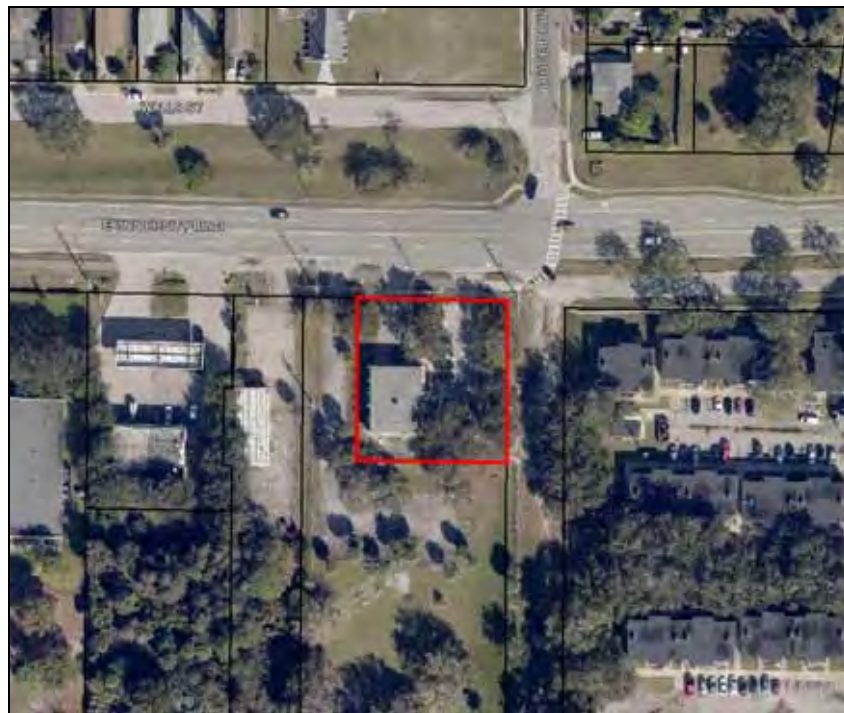
Site Summary	
Parcel ID	28-37-10-00-760
Location	The subject has an assigned address of 695 E. University Blvd,
Land Use	8910 - Municipally Owned Land - Improved
Current Use	Improved with a single tenant office building
Proposed Use	Continued Use - Office
Traffic Count (Most Recent)	8,670
Traffic Count Date	12/31/2023
Map Latitude	28.063302
Map Longitude	-80.609405
Adjacent Land Uses	Adjacent land uses consist of primarily single family and multi-family dwellings in the surrounding area.
Site Analysis & Comments	The site has location, access, visibility, and frontage sufficient for low intensity office use. Overall utility is average.
Site Size Attributes	
Parcel 1	
Gross Land Area (Sq Ft)	20,909
Gross Land Area (Acres)	0.48
Usable Land Area (Sq Ft)	20,909
Usable Land Area (Acres)	0.48
Excess Land Area Comments	There is no indicated excess land. The subject Floor Area Ratio (FAR) meets or exceeds current building trends for this property type.
Usable Land Area Comments	Other than the setback ordinances required by zoning, we have been provided no information that any of the subject land is unuseable.
Source for Site Size	Derived from calculations of the boundaries provided within the legal description.
Site Size Analysis	The total subject land area is typical for a commercial use in the subject neighborhood.
Site Utilities	
Parcel 1	
Adequacy of Utilities	The subject's utilities are typical and adequate for the market area.
Public Electricity	Provided by FPL
Water Supply Type	City water
Sewer Type	City sewer

Site Characteristics	
	Parcel 1
Corner Lot	is not
Primary Frontage Street Name	E University Blvd
Frontage - Primary Street (Feet)	135
Average Depth (Feet)	170
View	Average
View Description	The primary street frontage is along E University Blvd. The subject site is located on a commercial roadway; there is no view amenity.
Access	Average
Access Description	Access to the subject's site is via one of two ingress/egress along E University Blvd.
Site Visibility	Average
Site Visibility Description	The subject has direct frontage and exposure along E University Blvd.
Site Improvements	Site improvements include a concrete paved entry drive and parking lot. Additional site improvements include concrete walkways, landscaping, irrigation, and signage.
Off-Site Improvements	The off-site improvements consist largely of the improved roadways and municipal utilities.
Street Lighting	There is street lighting along E University Blvd.
Sidewalks	There are sidewalks and curbs along E University Blvd
Drainage	There is an on-site retention area towards the eastern boundary. We assume this adequately services the site, but we were not provided with information regarding whether the site currently meets the on-site compensatory stormwater requirements.
Landscaping	The subject has average landscaping.
Topography	The subject has level topography at grade and no areas of wetlands.
Shape	Roughly rectangular
Soil Conditions	The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.

Site Hazards	
Parcel 1	
FEMA Map #	12009C0603H
FEMA Map Date	1/29/2021
Flood Zone	X
Flood Zone Comments	The Flood Zone X classification denotes areas that are “determined to be outside the 500-year flood”, and are considered to be of minimal flood hazard. The appraiser is not an expert in this matter and is reporting data from FEMA maps.
Encumbrance / Easement Description	We were not provided a current survey or title policy of the subject property. We assume that no easements, encumbrances, and or deed restrictions exist that adversely affect subject utility or market value. Accordingly, the market value estimated herein is contingent on the accuracy of this assumption. Please reference Limiting Conditions and Assumptions.
Environmental Issues	We were not provided with an Environmental Survey report addressing potential contaminants or hazards. No adverse environmental conditions on the subject site were reported to the appraisers, and we assume the site is free and clear of environmental hazards. Please reference Limiting Conditions and Assumptions.
Encroachments	No encroachments onto the subject property were noted by inspection or survey. We assume there are no encroachments onto the subject site.
Retention	On-Site
Possible Nuisance	No nuisances were observed upon inspection of the subject property.



Aerial View



Eagle View



Above map is intended for description purposes only. Not a survey. Map layers may not precisely align. Source - Brevard County Property Appraiser

Subject Photographs



Subject Front



Subject Side West Elevation



Subject Side East Elevation



Subject Rear



Subject Parking Lot



Subject Signage



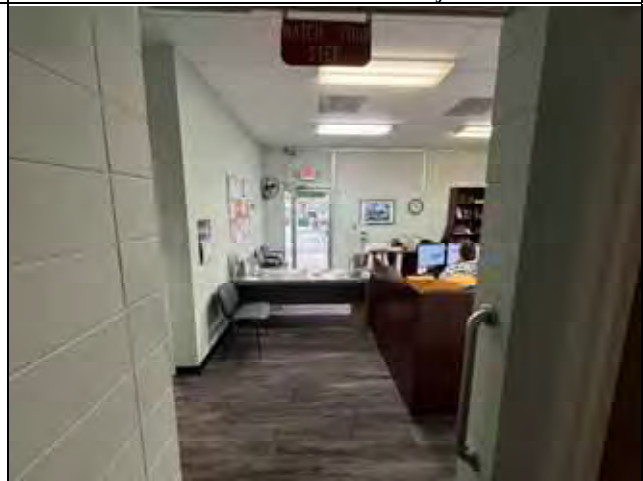
View of E University Blvd



View of Lot Behind Subject



East University Blvd Facing West



Subject Interior



Subject Interior



Subject Interior



Subject Interior



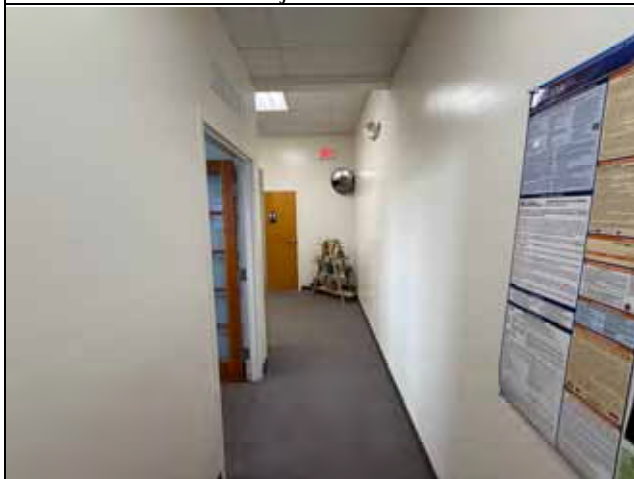
Subject Interior



Subject Interior



Subject Interior



Subject Interior



Subject Interior



Subject Interior



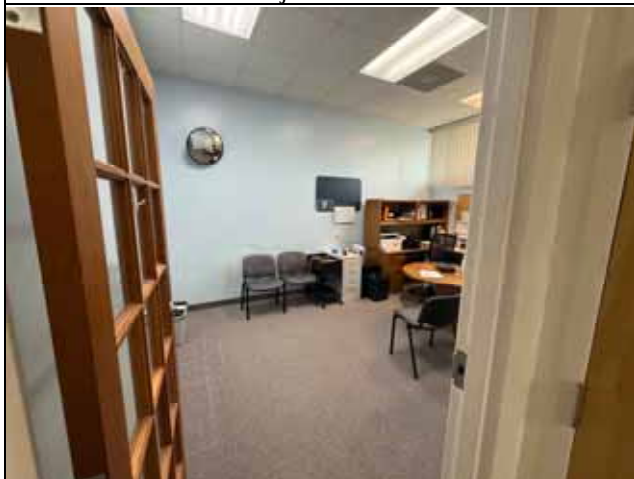
Subject Interior



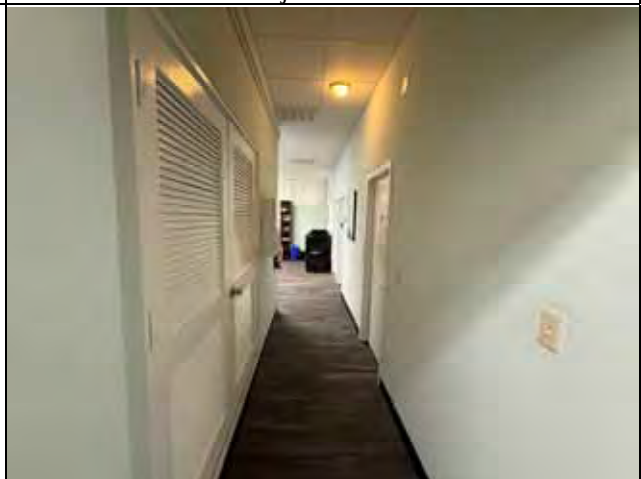
Subject Interior



Subject Interior

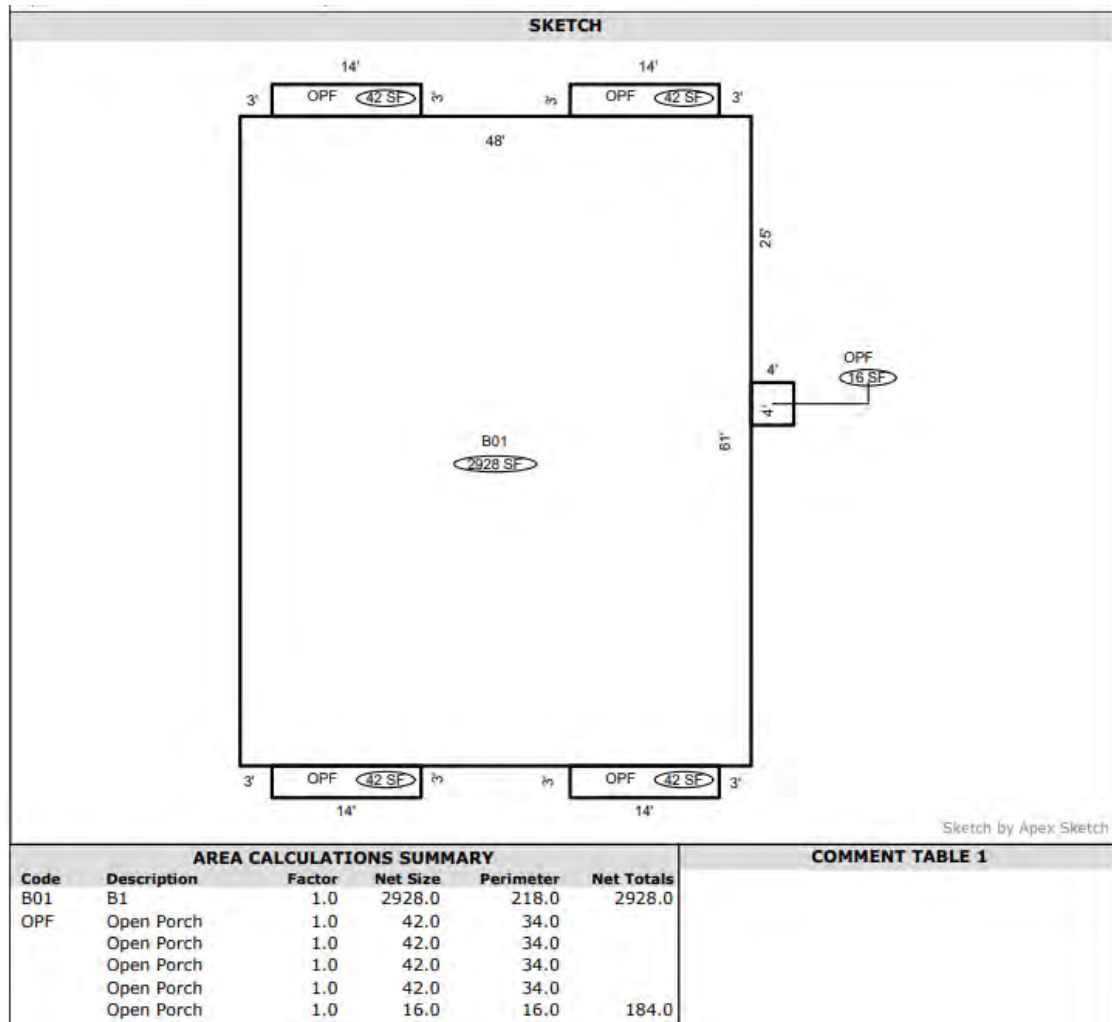


Subject Interior



Subject Interior

Building Sketches



Improvements Description

Overall Building Summary	
Capsule Description	The subject is a single-tenant government office building containing 2,928 square feet originally constructed in 1968. The subject building is on a 0.48-acre site that provides direct exposure to E. University Blvd. The building is owned by the City of Melbourne and is currently occupied by the Housing and Community Development division. Ownership reported that the subject was originally a drive through DMV that was then converted to office space more than a decade ago. The building is in average condition and there have not been any major recent improvements or repairs. However, of particular importance, the building uses are currently limited by the existing zoning of I-1 Institutional District which is highly restrictive in regards to uses that are not public or semipublic in nature. A change to nonpublic ownership and usage would likely require a zoning change, which can be a speculative process.
Number of Buildings	1
Predominant Bldg Class	C
Predominant Construction	Concrete Block Stucco
Construction Quality	Average
Overall Land to Building Ratio	7.14 to 1
Overall Floor Area Ratio (FAR)	0.14
Site Coverage Ratio	0.14
Parking Type	Paved open surface parking
Total Number of Parking Spaces	11
Condition of Parking Lot	Average
Parking Ratio Type	Spaces per GBA
Parking Ratio	3.76 spaces per 1,000 square feet
Parking Adequacy	There is adequate parking for the subject property's current use as a government office building. In addition, the property also meets parking requirements for general office use. The City of Melbourne requires one parking spot per 300 SF which equates to 10 parking spots. The subject has 11 parking spots and room for additional spaces to be added.
Source For Square Foot Areas	Brevard County Property Appraiser Records and measurements from inspection.
Overall Deferred Maintenance	The subject improved building has no readily apparent indications of deferred maintenance. We did not inspect the roof or mechanicals and assume they are in working condition.
Overall Design/Appeal & Functional Utility	The building was originally designed in the 1960's as a Dept. of Motor Vehicles office. Historically, it was used as a drive-through office, but approximately 10+ years ago was converted to 100% office use for Dept. of Housing. As a result, the subject is capable of supporting office use, but has a dated exterior design and adapted interior floorplan, that is not ideal for modern, maximally productive office use.
Planned Capital Improvements	Representatives of property ownership did not report any recent or planned capital improvements.
Most Probable Buyer	The most probable buyer of the subject is an owner-user.
Overall Property Comments	The property demonstrates physical depreciation commensurate with age, no specific items of deferred maintenance, but an adapted use to office from an older government facility. As a result, it is likely the subject would appeal to users that would accept a secondary location, older/dated exterior, and adapted, but functional office interior. It is also likely the subject would most appeal to an user looking for functional space at the lower end of office market pricing.

Building Summary	
Building 1	
Building Name/ID	Office Building
Building Description	Office Building
Building Class	C
Construction Class	Class C
Construction	Concrete Block Stucco
Construction Quality	Average
Year Built	1968
Overall Design/Appeal & Functional Utility	The building was originally designed in the 1960's as a Dept. of Motor Vehicles office. Historically, it was used as a drive-through office, but approximately 10+
Planned Capital Improvements	Representatives of property ownership did not report any recent or planned capital improvements.
Condition	Average
Appeal and Appearance	Below Average to Average
Number of Stories	1
Building Area	
Building 1	
Office GBA	2,928
Gross Building Area	2,928
Canopy Area	184
Source for SF Area	Brevard County Property Appraiser Records and measurements from inspection.
Percent Office	100.00%
Percent Finished	100.00%
Percent Under AC	100.00%
Foundation Frame/Ext.	
Building 1	
Foundation	Poured concrete slab
Frame	Masonry concrete block frame
Exterior Walls	Painted stucco over concrete block.
Windows	Fixed Casement
Roof Type	Pre Strs Conc
Roof Cover	Bituminous built up membrane cover.
Roof Condition	The subject roof was not inspected, and this appraisal assumes the roof is in adequate and serviceable condition. Ownership reports no leaks and no recent updates or repairs.

Interior	
Building 1	
Floor Plan Layout	The subject property is a single story building made up of 2,928 SF. There is a reception area at the entrance of the building and eight separate offices throughout the building. In addition to the eight offices there is a conference room and three bathrooms. One large closet is used for storage and to house the servers for the building. Ownership also reported accesible attic space that can be used for storage.
Interior Finish Rating	Average
Floor Covering	Carpet
Walls	Painted Concrete Block/Drywall
Ceiling Cover	Acoustic ceiling panels
Ceiling Height (Effective, Feet)	9
Eave/Building Height	20
Interior Lighting	Fluorescent lighting
Restrooms	There are three, two fixture restrooms
Mechanical Systems	
Building 1	
Heating	HVAC Split System
Cooling	HVAC Split System
Electrical	Assumed Adequate but not inspected.
Plumbing Condition	Assumed Adequate but not inspected.
Fire Sprinkler	No sprinkler system.
Parking Attributes	
Building 1	
Parking Spaces	11
Parking Type	Paved open surface parking
Parking Adequacy	There is adequate parking for the subject propertys current use as a government office building. In addition, the property also meets parking requirements for general office use. The City of Melbourne requires one parking spot per 300 SF which equates to 10 parking spots. The subject has 11 parking spots and room for additional spaces to be added.
Parking Ratio	3.76 spaces per 1,000 square feet

Highest and Best Use

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

“The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value 1.”

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

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

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

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

Highest and Best Use As Vacant

Legally Permissible

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

As discussed earlier in the zoning section, the current zoning classification is I-1 . Permitted uses within the “I-1” district include, but are not limited to: Public and semi-public buildings and activities (auditoriums, government offices, or similar uses), Educational institutions (from primary schools to universities), Health institutions (hospitals, clinics, nursing homes), Cultural institutions (churches, museums, libraries, community centers, cemeteries, gardens), Recreation uses (parks, playgrounds, golf courses, marinas), Homeless shelter facilities, Soup Kitchens, Recovery home/halfway house, Public utility service facilities, and Domestic violence shelters. A variety of accessory uses and structures are also allowed (as an accessory to the primary permitted use). Prohibited uses and structures include any use that is not public or semi-public in character and temporary labor agencies. Government offices properties are an allowed use under the zoning.

1 The Appraisal of Real Estate 12th Edition, Page 305, Appraisal Institute

The subject's current zoning classification is a restrictive classification that serves to limit the potential number of users of the property. It clearly excludes retail/commercial use and most other uses that are not public in nature. Any change in use that is not public or semipublic in nature would most likely require a change in zoning. After discussion with Ms. Cindy Dittmer, the Community Development Director for the City of Melbourne, we employ the assumption that there would be no issue in changing the zoning to allow commercial use of the subject.

To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.

Physical Factors

The category of Physically Possible uses is an analysis of the subject's ability to support various improvement types. Included in this category is an analysis of the physical attributes of the land, access and transportation, infrastructure and available public services, environmental considerations, along with current and expected future neighborhood development trends.

The site has location, access, visibility, and frontage sufficient for office use. The site size, topography, and access to utilities are conducive for institutional/office use development. Overall site utility is Average.

Financially Feasible

Financial Feasibility is an analysis of the ability of the property to return the highest possible yield to the investment of land and improvements based on its income producing capability and the return requirements of investors in the market.

The subject is located in an area that is primarily made up of multi family and single family properties but the subject is zoned for institutional use. Legal and physical parameters indicate a low intensity use such as government offices, but with possible zoning changes, commercial offices are likely.

Maximally Productive Use

Reviewing the permitted principal uses set forth under the zoning ordinance, as well as recent developments in the neighborhood, it is our opinion that institutional or commercial development is the most feasible use of the land.

Highest and Best Use As Improved

We must also address the Highest and Best Use of the property considering the existing improvements, to determine if the existing improvements should be modified in some way to become more productive, or replaced in favor of more appropriate improvements.

The subject is an existing single tenant government office building. This use is allowed as a principal permitted use within the zoning classification. Utilization of the subject for office use is not consistent with area development trends and with the surrounding land uses.

The subject's current zoning classification is a restrictive classification that serves to limit the potential number of users of the property. It clearly excludes retail/commercial use and most other uses that are not public in nature. Any change in use that is not public or semipublic in nature would most likely require a change in zoning. An extraordinary assumption is employed that states we believe there would be no conflict in changing the zoning to a category that would allow private office use of the subject as this would be the most likely use outside of the current public government office use.

The building has a functional layout and physical characteristics that are sufficient to meet most office users. However, the office space quality and appeal are dated and do not exhibit modern appeal and would be considered inferior to newer office buildings in the market.

There is no indicated excess land. The subject Floor Area Ratio (FAR) meets or exceeds current building trends for this property type. The subject, as improved, represents a higher value than as vacant land.

The subject building is legally permitted and is a physically possible use. The interior and finishes are dated and below newer office buildings. The underlying age of the structure is evident. We are not aware of any specific financially feasible changes that could be made to make the property more desirable or competitive within the market. We conclude continued use is the H&BU of the subject.

Exposure Time

Exposure time is the estimated length of time that the subject would have been offered on the market prior to a hypothetical sale of the property on the effective date of the appraisal. Based on data obtained from sales transactions and interviews with market participants, it is our opinion that the probable exposure time for the property at the concluded, "as is" market value is 4-6 Months for the effective date of February 4, 2025.

Marketing Period

Marketing period is an opinion of the amount of time it might take to sell the subject at the concluded market value during the period immediately following the effective date of the appraisal. Because we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is the same as its exposure time. Therefore, we estimate the subject's marketing period to be 4-6 Months for the effective date of February 4, 2025.

Market Analysis

We subscribe to CoStar Property Analytics, a recognized industry source for tracking market supply and demand trends. While not a comprehensive list of all properties, it does track enough to give a credible estimate on trends.

Overview

Melbourne Office

12 Mo Deliveries in SF

31.1K

12 Mo Net Absorption in SF

55.7K

Vacancy Rate

6.7%

Market Asking Rent Growth

2.3%

Office demand in Melbourne has historically been modest compared to Florida's larger office markets; however, it has been weak for the past couple of years with negative absorption taking place for four of the previous eight quarters. Trailing 12-month absorption as of the first quarter of 2025 totals 56,000 SF, although the lackluster pace of demand in the last year still represents a significant improvement over the same period one year prior.

Although new development activity is currently limited, with only 120,000 SF underway, it is expected to easily outpace office demand for the year by the end of 2024. There is roughly 110,000 SF under construction as of 24Q4, and even at that modest rate it still represents a rise of more than 25% in the last year. Most of the new development is comprised of traditional office space but there is one medical office building underway. Within that group of buildings, only 15,000 SF in total remains available for lease as of the current quarter. Completions in the last 12 months total roughly 45,000 SF, and construction starts during that period total less than 70,000 SF.

Despite the negative pace of demand across the market, the limited construction pipeline is helping to keep the vacancy rate in check. Vacancy has remained relatively

flat over the last year and is now 6.7%. That is the highest rate among all office markets in Florida that have total inventory between 10 million SF and 20 million SF, and all peer markets, with the exception of Port St. Lucie, are experiencing a negative pace of year-over-year demand as of 24Q4. Within those same peer markets, however, Melbourne has the fastest rate of annual rent growth at 2.3%. That is well above the U.S. average of 1.1% and is slightly stronger than the pace of rent growth in the adjoining and larger Orlando market. Looking ahead, with office demand relatively stagnant, there will be limited opportunity to push rents in the months ahead, and as such, the pace of rent growth is expected to slow to the upper 1% range by the end of 2025.

Average asking rents in Melbourne tend to align with comparably sized nearby metros, including Daytona Beach and Lakeland, though they significantly trail those found in larger metros like neighboring Orlando. The metro's average rent is weighed down by the outsized share of office buildings that are 3 Star or below, which comprise roughly 95% of all office inventory in Melbourne. The limited amount of higher-end office space does tend to lease well and generally has a significant rental premium exceeding 25% above the metro's 3 Star inventory.

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
4 & 5 Star	515,871	8.0%	\$24.81	5.9%	(3,377)	0	35,000
3 Star	9,510,436	8.0%	\$23.32	7.9%	(52,708)	0	83,619
1 & 2 Star	8,027,273	5.1%	\$21.94	5.6%	3,393	0	0
Market	18,053,580	6.7%	\$22.76	6.8%	(52,692)	0	118,619
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	-0.2% (YOY)	7.7%	6.6%	11.2%	2003 Q3	4.8%	2000 Q1
Net Absorption SF	55.7K	147,309	43,344	758,668	2004 Q3	(221,552)	2001 Q1
Deliveries SF	31.1K	174,922	68,314	488,201	2009 Q4	12,000	2022 Q4
Market Asking Rent Growth	2.3%	2.2%	1.2%	12.4%	2006 Q1	-13.3%	2010 Q2

The Melbourne metro area is an integral part of the region known as Florida's Space Coast, a world-renowned aerospace hub. The region is home to NASA's Kennedy Space Center and Cape Canaveral Air Force Station, in addition to the launch and manufacturing operations of space companies including SpaceX, Boeing Co., Blue Origin, and Lockheed Martin Corp. The Space Coast is also home to the 45th Space Wing and the 920th Rescue Wing, both at Patrick Air Force Base, and the Naval Ordnance Test Unit at Cape Canaveral Air Force Station. Melbourne reported a 3.6% unemployment rate in June 2024, a rise of 50 basis points in the last year but 50 basis points below the national average.

It was announced in 2023 that Melbourne was chosen for the headquarters of the U.S. Space Force Space Training and Readiness Command ("STARCOM"), currently based in Colorado Springs. The command will be based out of Patrick Space Force Base and there are plans to grow it from 800 to 1,500 employees by 2026.

Manufacturing is a key industry in Melbourne, and a company that makes infrastructure for liquid hydrogen systems is planning a large expansion in Brevard County. GenH2, currently based out of Exploration Park at Kennedy Space Center, is preparing a \$35 million headquarters campus in Titusville on the former site of an automotive property. Site plans call for the redevelopment of an existing building into 60,000 SF of labs and offices, 100,000 SF of manufacturing area, and an observation deck for demonstrations and rocket launches.

Melbourne is also one of the nation's 10 most undervalued housing markets, according to a recent report by the National Association of Realtors, and was ranked #4 on U.S. News & World Report's recent ranking of the top places to retire in the U.S.

Melbourne Orlando International Airport (MLB) is America's fastest-growing aviation and aircraft manufacturing center, generating an estimated economic impact of nearly \$3 billion per year. Over 20,000 people work on the airport grounds every weekday, representing companies like Northrop Grumman, L3Harris, Embraer Executive Jets, Collins Aerospace, STS Mod Center, Thales, GE Transportation, Southeast Aerospace, Satcom Direct, and Avidyne Corp. The airport is underway on a terminal renovation and expansion project that includes \$72 million in upgrades, including the addition of 86,000 SF of new facilities.

Located directly on the main shipping lines along Florida's east coast, Port Canaveral offers 11 deep water berths and a deep draft main channel that offers unencumbered transit. The port is projected to have an economic impact of roughly \$6 billion during 2023, primarily within the Space Coast and in the Orlando area. That's up more than 50% in the past five years. Nearly 4 million tons of dry and liquid bulk cargo are handled annually at the port. Outside of cargo handling, the cruise industry is a driving force here, and cruise operations are driving a steadily increasing share of the port's total revenue now that the sector has recovered from initial pandemic-induced strains. Port Canaveral is also ranked as the world's 2nd busiest cruise port in multi-day embarkations, just behind Miami.

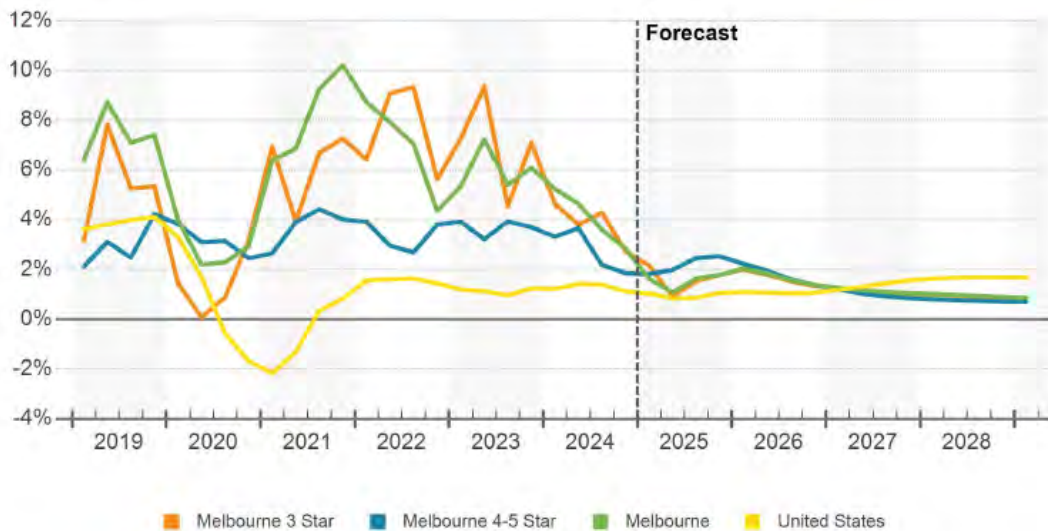
Neighborhood Analytics

For market trends, the search criteria are office properties within Brevard County. As indicated on the following charts, the average vacancy rate is decreasing, at an average of 6.7%, while the average rental rate is increasing, and is approximately \$23.00 per square foot.

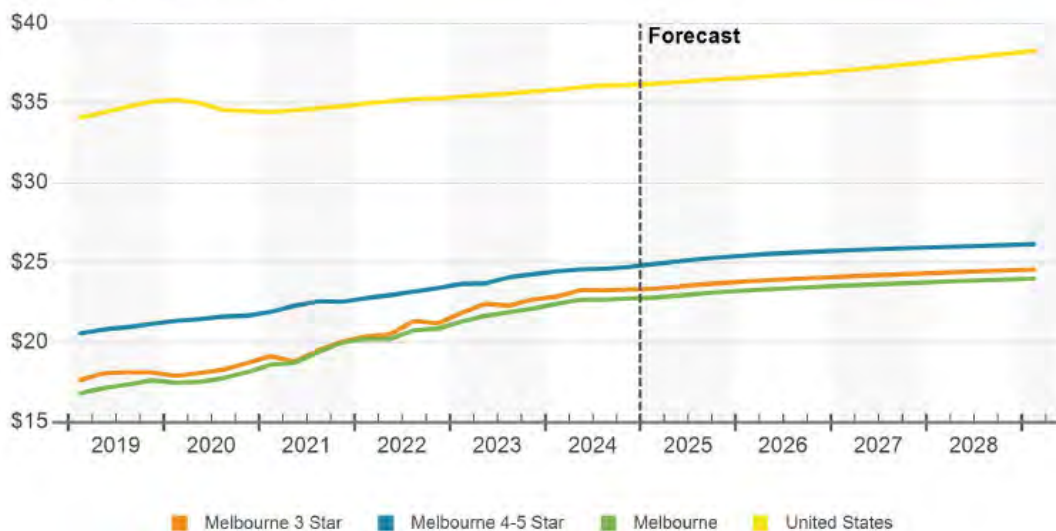
Rent

Melbourne Office

MARKET ASKING RENT GROWTH (YOY)



MARKET ASKING RENT PER SQUARE FEET



Sales

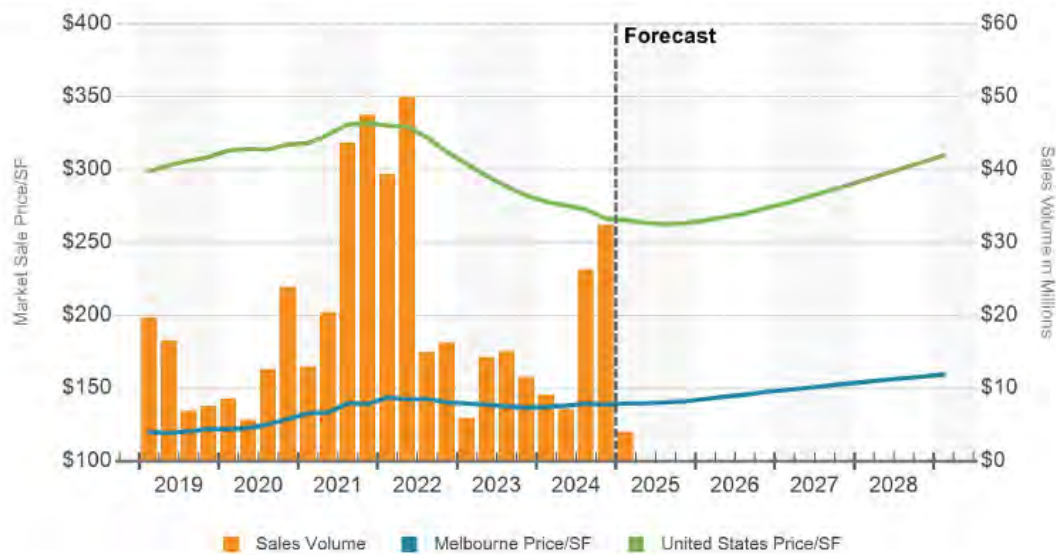
Melbourne Office

Investment activity in the past year has been modest in Melbourne, with only 70 deals accounting for \$75.5 million in total sales volume taking place in the 12-month period ending with the first quarter of 2025. That represents a most increase in year over year volume of less than 10%, and cap rates have moved up 40 and 60 basis points in the last year due in large part to slow demand and weakening rent growth. Office sales activity has slowed significantly for the last two years over what traded between 2021 and 2022, and investment volume in the last 12 months is roughly 30% below the 10-year historical average.

A majority of the year's transaction volume was driven by

smaller deals with an average sales price of \$1 million and an average building size of just over 9,000 SF. Despite the modest level of activity, the bid-ask spread has shrunk by roughly 300 basis points in the last year and is now hovering around -7%. The most significant investment sale by total price occurred in September 2024 when Titusville, FL-based Parrish Medical Center acquired a 45,241-SF medical office building at 490 N Washington Ave in Titusville from Melbourne, FL-based Health First Physicians, Inc. for \$8.7 million (\$192/SF). Despite being the largest transaction of the past year, it represented only a slight increase over its previous trade in September 2015 for \$8.4 million (\$186/SF).

SALES VOLUME & MARKET SALE PRICE PER SF



Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized as follows:

$$\begin{array}{r} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Land Value} \\ \hline = \text{Value} \end{array}$$

Income Approach

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

Sales Comparison Approach

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

Final Reconciliation

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

Utilized Approaches to Value

Cost Approach

☐

Overall, we have determined that this approach is not required to deliver credible value results and the Sales Comparison Approach carries more weight with knowledgeable market participant.

Sales Comparison Approach

☒

There is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach

☐

Overall, we have determined that this approach is not required to deliver credible value results and the Sales Comparison Approach carries more weight with knowledgeable market participant.

Sales Comparison Approach

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

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

Subject

The subject property is a single tenant government office building built in 1968. The subject was originally a government drive thru DMV but had been converted to office space more than a decade ago. The design and layout of the subject are commensurate with the age of the subject which is on the older end of the spectrum. The subject also suffers from restrictive zoning and a location that is primarily residential and not ideal for offices. Therefore, we have researched comparables with less desirable designs and layouts, restrictive zoning, and less desirable locations.

Comparables

We have researched several comparables for this analysis; several of these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction, when available.

Comparable 1



Transaction			
Address	165 N. Babcock St.	ID	12822
City	Melbourne	Date	8/7/2023
Zip	32935	Actual Price	\$785,000
Grantor	Pregnancy Resources, Inc.	Price Adjustment	
Grantee	Hawk Med Babcock LLC	Price	\$785,000
Transaction Type	Closed Sale	Price Per SF	\$121.42
Book/Page or Reference Doc		Property Rights	Fee Simple
Sale Verification Source	Steven Shull	Conditions of Sale	None
Tax ID	27-37-28-01-F-4	Financing	Market Terms
Building Description	Medical/ Office Building	Days on Market	186
Site			
Acres	0.5	Topography	Level w/ grade,
Land SF	22,216	Zoning	C2- Melbourne
Road Frontage	130 Babcock St, 170 Circle	Drainage	On-Site
Shape	Rectangular	Access	Average
Utilities	Public Water;Sewer	Visibility	Average
Site Coverage Ratio	0.291	Traffic Count	24,500
Improvements			
GBA	6,465	Condition	Average
Year Built	1985	Interior Finish	Average
Renovations	None Noted	Quality	Average
Building Height	13'	Percent Office	100%
Construction	Masonry concrete, steel	Percent Under AC	100%
Parking Ratio GBA	3.71	Distance	3.31

Sale Comments

This is the sale of an office building located on the SEC of Circle Ave. and N. Babcock St. less than a half mile south of US-1 in Melbourne. The property has 36 parking spaces and was built in 1964. The interior is in average condition and is currently setup with multiple offices, exam rooms, main lobby, and a large open area. it was formerly setup for two separate tenant suites, and could easily be split again giving two separate spaces with two separate electric meters. The roof was replaced in 2017.

The list price at time of sale was \$1,175,000 and was on the market for 186 days.

Comparable 2



Transaction			
Address	103 Longwood Avenue	ID	14027
City	Rockledge	Date	3/15/2023
Zip	32955	Actual Price	\$260,000
Grantor	103 Longwood, LLC.	Price Adjustment	\$0
Grantee	Cocoa Beach Ocean Front	Price	\$260,000
Transaction Type	Closed Sale	Price Per SF	\$141.30
Book/Page or Reference Doc	9743/2656	Property Rights	Fee Simple
Sale Verification Source	Sue Nisbet LA	Conditions of Sale	None
Tax ID	25-36-04-78-3-11	Financing	Seller Financed
Building Description	Medical Office Building	Days on Market	66
Site			
Acres	0.2	Topography	Level w/grade,
Land SF	7,893	Zoning	P-1
Road Frontage	66	Drainage	On-Site
Shape	Rectangular	Access	Below Average
Utilities	All to site	Visibility	Average
Site Coverage Ratio	0.323	Traffic Count	
Improvements			
GBA	1,840	Condition	Average
Year Built	1994	Interior Finish	Average
Renovations	5 years ago	Quality	Average
Building Height	10	Percent Office	100%
Construction	CBS	Percent Under AC	100%
Parking Ratio GBA	4.35	Distance	19.95
Sale Comments			

This is a 1,840 SF free standing medical office building located across from the Rockledge Regional Medical Center. The building is CBS construction with a shingle covered hip roof. The interior is designed for single tenant use with a medical office finish that features 3 exam rooms, 2 half baths, 3 offices, and storage room. There also is an air conditioned attic storage room with an interior stairway access. The interior was reportedly renovated approximately five years ago. The roof cover was replaced in November 2022 and the air conditioner was replaced approximately two years ago.

Comparable 3



Transaction			
Address	400 Fortenberry Rd.	ID	14547
City	Merritt Island	Date	6/28/2024
Zip	32952	Actual Price	\$699,000
Grantor	Cocoa Beach Area	Price Adjustment	\$0
Grantee	United for Healthcare	Price	\$699,000
Transaction Type	Closed Sale	Price Per SF	\$137.19
Book/Page or Reference Doc	10099/222	Property Rights	Fee Simple
Sale Verification Source	Scott Loveridge, LA	Conditions of Sale	None Noted
Tax ID	24-36-36-00-545	Financing	Conventional
Building Description	Office - Cocoa Beach	Days on Market	39
Site			
Acres	1.0	Topography	Level
Land SF	44,867	Zoning	BU-1
Road Frontage	524' Fortenberry Road	Drainage	Onsite
Shape	Highly Irregular	Access	Average
Utilities	All Utilities Available	Visibility	Average
Site Coverage Ratio	0.114	Traffic Count	3,620
Improvements			
GBA	5,095	Condition	Average
Year Built	1984	Interior Finish	Below Average
Renovations	Over Time	Quality	Average
Building Height	8'	Percent Office	100%
Construction	CBS	Percent Under AC	100%
Parking Ratio GBA	5.30	Distance	20.68

Sale Comments

This is the sale of a 5,095 SF office building with frontage along Fortenberry Road in Merritt Island. The property is 1.03 acres zoned BU-1 for general retail commercial in unincorporated Brevard County. The building was constructed in 1984 with concrete block construction and is currently in Average condition. The property was previously operating as the Cocoa Beach Chamber of Commerce.

The interior floorplan consists of a reception area, several private offices, multiple conference rooms, two restrooms, storage rooms and a kitchen with a dated interior finish. The buyer intends on converting the office to medical space inclusive of plumbing.

Comparable 4



Transaction			
Address	4015 N. Highway 1	ID	15805
City	Cocoa	Date	1/31/2024
Zip	32927	Actual Price	\$405,000
Grantor	Clinton Ruddock, Arnold	Price Adjustment	
Grantee	Nguyen Plaza, LLC	Price	\$405,000
Transaction Type	Closed Sale	Price Per SF	\$140.72
Book/Page or Reference Doc	9985/939	Property Rights	Fee Simple
Sale Verification Source	MLS, Derrick Richards	Conditions of Sale	None Known
Tax ID	23-36-31-00-763	Financing	Conventional
Building Description		Days on Market	233
Site			
Acres	1.3	Topography	Slightly Above Street
Land SF	54,886	Zoning	BU-1
Road Frontage	280'	Drainage	On-Site
Shape	Rectangular	Access	Average
Utilities	Water/Septic	Visibility	Average
Site Coverage Ratio	0.052	Traffic Count	32,500
Improvements			
GBA	2,878	Condition	Average
Year Built	1960	Interior Finish	Average
Renovations	None noted	Quality	Average
Building Height	10'	Percent Office	100%
Construction	Masonry concrete	Percent Under AC	100%
Parking Ratio GBA	1.39	Distance	27.17
Sale Comments			

This is a 2,878 SF building situated on 1.26 acres on the west side of N. Highway 1 in Cocoa north of SR 528. The site has 280 feet of direct road frontage. The building is CBS construction with a shingle covered hip roof. It was originally built in 1960 and has a 286 square foot carport.

It was reported that the sale has a reception area, eight offices, a kitchen, three two-fixture restrooms and a conference room. The interior build out is considered to be dated and in Average condition. The property was originally listed at an asking price of \$599,000 in April 2023 and was reduced in October 2023 to an asking price of \$485,000.

The buyer intended on owner occupying the property for use as a Spa, however is considering leasing the building to a tenant.

The seller financed \$145,000 for 2 years.

Comparable 5



Transaction			
Address	203 Nieman Avenue	ID	15842
City	Melbourne	Date	9/17/2024
Zip	32901	Actual Price	\$460,000
Grantor	CCC-USA LLC	Price Adjustment	\$0
Grantee	A Affordable Sign Co. Of Central Florida, Inc.	Price	\$460,000
Transaction Type	Closed Sale	Price Per SF	\$139.39
Book/Page or Reference Doc		Property Rights	Fee Simple
Sale Verification Source	Patricia Ellis Wong	Conditions of Sale	None noted
Tax ID	27-37-28-75-*-189	Financing	Cash
Building Description	Single Tenant Office Building	Days on Market	32
Site			
Acres	0.3	Topography	Level
Land SF	11,761	Zoning	C1-Office Building
Road Frontage	210	Drainage	Other
Shape	Irregular	Access	Good
Utilities	All Public	Visibility	Average
Site Coverage Ratio	0.281	Traffic Count	11,880
Improvements			
GBA	3,300	Condition	Average
Year Built	1964	Interior Finish	Good
Renovations	2022	Quality	Average
Building Height	11'	Percent Office	100%
Construction	Brick Over Concrete Block	Percent Under AC	100%
Parking Ratio GBA	1.82	Distance	3.05
Sale Comments			

The subject property consists of a 3,300 square foot commercial office building on a .27 acre lot. The property is situated on the east side of Nieman Avenue and south side of W. Avenue B with an access road (Branch Street) to the east, providing above average access to the property. The property is located within a mixed commercial/residential area of Melbourne.

Improvements to the property include a reroof with asphalt shingles in 2020, paved parking areas located on the northern and southern portions of the property, and limited landscaping.

The property was listed for approximately 32 days at \$495,000 before subsequently selling at \$460,000 on September 4, 2024.

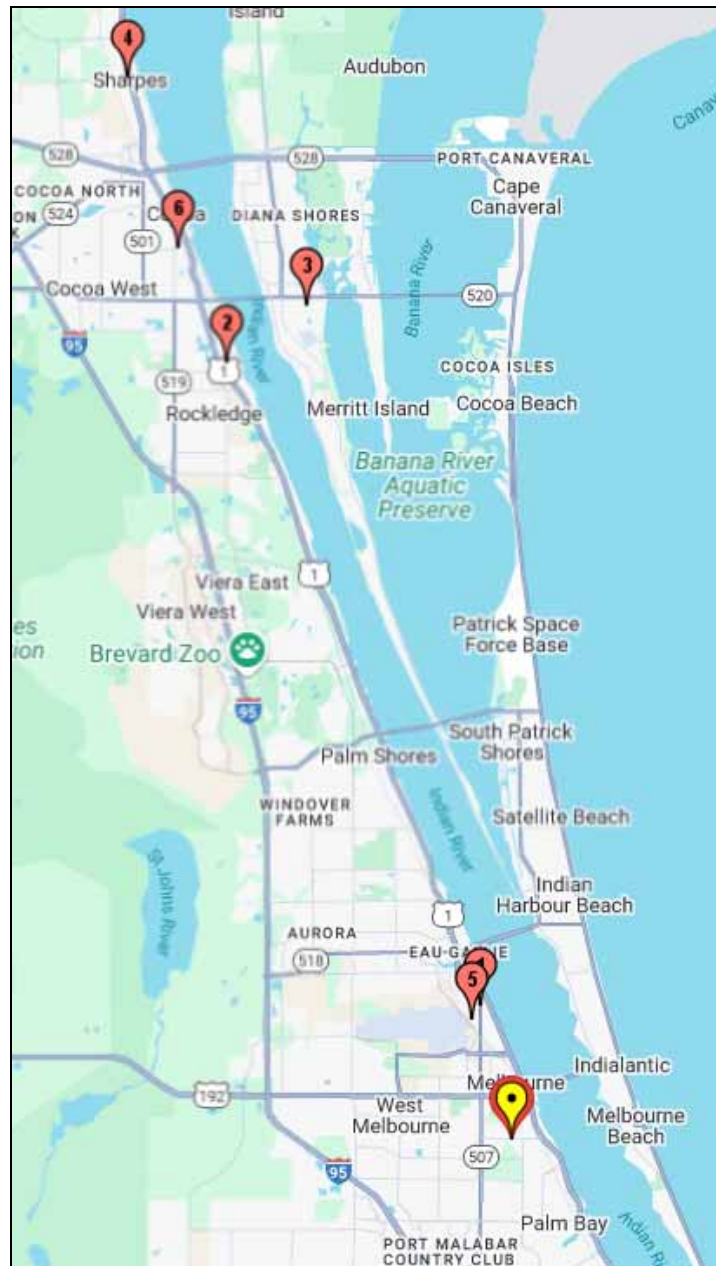
Comparable 6



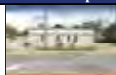
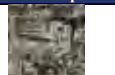
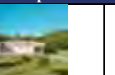
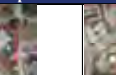
Transaction			
Address	937 Dixon Blvd	ID	2991
City	Cocoa	Date	10/15/2024
Zip	32922	Actual Price	\$575,000
Grantor	Network Group Inc	Price Adjustment	
Grantee	Bucamir Legacy Holding Co LLC	Price	\$575,000
Transaction Type	Closed Sale	Price Per SF	\$116.33
Book/Page or Reference Doc	10178/2074	Property Rights	Fee Simple
Sale Verification Source	Michael Moss II	Conditions of Sale	None
Tax ID	24-36-29-BY-*-8.01	Financing	Conventional
Building Description	Office Building	Days on Market	
Site			
Acres	2.0	Topography	Level w/ grade,
Land SF	84,942	Zoning	CN, Commercial
Road Frontage	200' on Dixon Blvd	Drainage	
Shape	Irregular	Access	Average
Utilities	All to site	Visibility	Average
Site Coverage Ratio	0.058	Traffic Count	10,200
Improvements			
GBA	4,943	Condition	Average
Year Built	1986	Interior Finish	Average
Renovations		Quality	Average
Building Height	12	Percent Office	100%
Construction	Masonry concrete block	Percent Under AC	100%
Parking Ratio GBA	7.69	Distance	22.92
Sale Comments			

This comparable sale involves the property located at 937 Dixon Blvd, Cocoa, FL. Originally constructed as a bank branch, the building was converted to office use in 1997. Subsequent renovations in 1999 enclosed the drive-thru teller lanes, expanding the available office space. The former vault area, with the door removed, is currently utilized as a copy/office equipment room. The sale was an arm's-length transaction between Network Group Inc. (seller) and Bucamir Legacy Holding Co. LLC (buyer). The buyer, a fully staffed counseling company, intends to owner-occupy the property for their business operations. While initially listed for \$775,000, the property ultimately sold for \$575,000. The adjusted sale price reflects the property's need for various upgrades, including a new roof and cosmetic improvements. Additionally, the seller's motivation to sell after a previous contract fell through and the property's time on market likely contributed to the price reduction.

Comparables Map



Legend	Address	City	Distance
Subject	695 E. University Blvd	Melbourne	
Comp 1	165 N. Babcock St.	Melbourne	3.31 miles
Comp 2	103 Longwood Avenue	Rockledge	19.95 miles
Comp 3	400 Fortenberry Rd.	Merritt Island	20.68 miles
Comp 4	4015 N. Highway 1	Cocoa	27.17 miles
Comp 5	203 Nieman Avenue	Melbourne	3.05 miles
Comp 6	937 Dixon Blvd	Cocoa	22.92 miles

Analysis Grid		Comp 1		Comp 2		Comp 3		Comp 4		Comp 5		Comp 6	
													
Address	695 E. University Blvd	165 N. Babcock St.	103 Longwood Avenue	400 Fortenberry Rd.	4015 N. Highway 1	203 Nieman Avenue	937 Dixon Blvd						
City	Melbourne	Melbourne	Rockledge	Merritt Island	Cocoa	Melbourne	Cocoa						
County	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard						
Date	2/4/2025	8/7/2023	3/15/2023	6/28/2024	1/31/2024	9/17/2024	10/15/2024						
Price	--	\$785,000	\$260,000	\$699,000	\$405,000	\$460,000	\$575,000						
Price Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0						
Adjusted Price	\$0	\$785,000	\$260,000	\$699,000	\$405,000	\$460,000	\$575,000						
GBA	2,928	6,465	1,840	5,095	2,878	3,300	4,943						
Price Per SF	\$0.00	\$121.42	\$141.30	\$137.19	\$140.72	\$139.39	\$116.33						
Transaction Adjustments													
Property Rights	0	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	Market Terms	0.0%	Seller Financed	0.0%	Conventional	0.0%	Conventional	0.0%	Cash	0.0%	Conventional	0.0%
Conditions of Sale	Cash	None	0.0%	None	0.0%	None Noted	0.0%	None Known	0.0%	None noted	0.0%	None	0.0%
Expenditures After Sale		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Adjusted Price/SF		\$121.42	\$141.30	\$137.19	\$140.72	\$139.39	\$116.33						
Market Trends Through	11/1/2022	6.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Adjusted Price/SF		\$121.42	\$141.30	\$137.19	\$140.72	\$139.39	\$116.33						
Subsequent Trends Ending	2/4/2025	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Adjusted Price/SF		\$121.42	\$141.30	\$137.19	\$140.72	\$139.39	\$116.33						
Characteristics Adjustments													
Location	Below Average	Average	Average	Average	Average	Average	Average	Average	Average	Average	Below Average		
% Adjustment		-5%	-5%	-5%	-5%	-5%	-5%	-5%	-5%	-5%	0%		
Qualitative		Superior	Superior	Superior	Superior	Superior	Superior	Superior	Superior	Superior	Similar		
GBA	2,928	6,465	1,840	5,095	2,878	3,300	4,943						
% Adjustment		5%	-5%	5%	0%	3,300	5%						
Qualitative		Inferior	Superior	Inferior	Similar	Similar	Inferior						
Year Built	1968	1985	1994	1984	1960	1964	1986						
% Adjustment		-5%	-5%	-5%	0%	0%	-5%						
Qualitative		Superior	Superior	Superior	Similar	Similar	Superior						
Condition	Below Average to Average	Average	Average	Average	Average	Average	Average						
% Adjustment		0%	0%	0%	0%	0%	0%						
Qualitative		Similar	Similar	Similar	Similar	Similar	Similar						
Construction	Concrete Block Stucco	Masonry concrete, steel	CBS	CBS	Masonry concrete	Brick Over Concrete	Masonry concrete block						
% Adjustment		0%	0%	0%	0%	0%	0%						
Qualitative		Similar	Similar	Similar	Similar	Similar	Similar						
Parking Ratio GBA	3.76	3.71	4.35	5.30	1.39	1.82	7.69						
% Adjustment		0%	0%	-5%	5%	5%	-5%						
Qualitative		Similar	Similar	Superior	Inferior	Inferior	Superior						
Zoning	I-1	C2- Melbourne	P-1	BU-1	BU-1	C1-Office Building	CN, Commercial						
% Adjustment	Assumed Rezoned to C-1	0%	0%	0%	0%	0%	0%						
Qualitative		Similar	Similar	Similar	Similar	Similar	Similar						
Traffic Count	8,670	24,500	Not Tracked	3,620	32,500	11,880	10,200						
% Adjustment		-5%	0%	0%	-10%	0%	0%						
Qualitative		Superior	Similar	Similar	Superior	Similar	Similar						
Adjusted Price/SF		\$109.28	\$120.11	\$123.47	\$126.65	\$132.42	\$110.51						
Net Adjustments		-10.0%	-15.0%	-10.0%	-10.0%	-5.0%	-5.0%						
Gross Adjustments		20.0%	15.0%	20.0%	20.0%	15.0%	15.0%						

Analysis and Adjustments

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

Adjustment to Price

No additional price adjustments were required.

Property Rights

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties owned in fee simple and in leased fee or partial interests. All of the sales reported fee simple property rights purchased by owner users leased fee property rights and no adjustments for this category are indicated.

Financing

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

Conditions of Sale

This category reflects extraordinary motivations of the buyer or seller to complete the sale. Examples include a purchase for assemblage involving anticipated incremental value or a quick sale for cash. This adjustment category may also reflect a distress-related sale, or a corporation recording a non-market price. In this case, no adjustments are warranted.

Economic Trends

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

In the course of our appraisal work we interview market participants including planning and zoning officials on planned projects, general contractors on costs, and brokers on supply and demand. Overall, we believe an annual time adjustment of 6.0% per year is appropriate for this property type.

Location

The subject's surrounding neighborhood is considered to be below average with no significant view or traffic amenity. The comparables are adjusted accordingly.

Physical Characteristics

The sales are adjusted qualitatively for physical characteristic differences. We considered the size of GBA, Year Built, Condition, Construction Type, Traffic Count, Parking Ratio GBA, Percent Office, and Zoning.

Improved Sale 1, located in the city of Melbourne, represents a Closed Sale of \$785,000 and is considered inferior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The location is deemed superior to the subject and a downward adjustment of -5.0% is applied. An upward adjustment of 5.0% is warranted for the gba of the comparable. The year built is deemed superior to the subject and a downward adjustment of -5.0% is applied. The traffic count is deemed superior to the subject and a downward adjustment of -5.0% is applied. Adjustments for condition, construction, parking ratio gba, percent office, zoning and retention were not necessary. A gross adjustment of 20.0% and net adjustment of -10.0% is applied as discussed in the analysis above.

Improved Sale 2, located in the city of Rockledge, represents a Closed Sale of \$260,000 and is considered similar to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The location is deemed superior to the subject and a downward adjustment of -5.0% is applied. A downward adjustment of -5.0% is warranted for the gba of the comparable. The year built is deemed superior to the subject and a downward adjustment of -5.0% is applied. Adjustments for condition, construction, parking ratio gba, percent office, zoning, traffic count and retention were not necessary. A gross adjustment of 15.0% and net adjustment of -15.0% is applied as discussed in the analysis above.

Improved Sale 3, located in the city of Merritt Island, represents a Closed Sale of \$699,000 and is considered slightly superior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The location is deemed superior to the subject and a downward adjustment of -5.0% is applied. An upward adjustment of 5.0% is warranted for the gba of the comparable. The year built is deemed superior to the subject and a downward adjustment of -5.0% is applied. A downward adjustment of -5.0% is warranted for the parking ratio gba of the comparable. Adjustments for condition, construction, percent office, zoning, traffic count and retention were not necessary. A gross adjustment of 20.0% and net adjustment of -10.0% is applied as discussed in the analysis above.

Improved Sale 4, located in the city of Cocoa, represents a Closed Sale of \$405,000 and is considered superior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The location is deemed superior to the subject and a downward adjustment of -5.0% is applied. An upward adjustment of 5.0% is warranted for the parking ratio gba of the comparable. The traffic count is deemed superior to the subject and a downward adjustment of -10.0% is applied.

Adjustments for gba, year built, condition, construction, percent office, zoning and retention were not necessary. A gross adjustment of 20.0% and net adjustment of -10.0% is applied as discussed in the analysis above.

Improved Sale 5, located in the city of Melbourne, represents a Closed Sale of \$460,000 and is considered superior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The location is deemed superior to the subject and a downward adjustment of -5.0% is applied. A downward adjustment of -5.0% is warranted for the condition of the comparable. An upward adjustment of 5.0% is warranted for the parking ratio gba of the comparable. Adjustments for gba, year built, construction, percent office, zoning, traffic count and retention were not necessary. A gross adjustment of 15.0% and net adjustment of -5.0% is applied as discussed in the analysis above.

Improved Sale 6, located in the city of Cocoa, represents a Closed Sale of \$575,000 and is considered inferior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. An upward adjustment of 5.0% is warranted for the gba of the comparable. The year built is deemed superior to the subject and a downward adjustment of -5.0% is applied. A downward adjustment of -5.0% is warranted for the parking ratio gba of the comparable. Adjustments for location, condition, construction, percent office, zoning, traffic count and retention were not necessary. A gross adjustment of 15.0% and net adjustment of -5.0% is applied as discussed in the analysis above.

Sales Comparison Approach Conclusion

The adjusted values of the comparable properties range on a per square foot basis from \$109.28 to \$132.42; the average is \$120.41 per square foot and the median is \$121.79 per square foot. Using weighted averaging, we reconcile to a value of \$120.00 per square foot.

Value Ranges & As Is Reconciled Value				
Number of Comps:	6	Unadjusted	Adjusted	% Δ
Low:		\$116.33	\$109.28	-6%
High:		\$141.30	\$132.42	-6%
Average:		\$132.73	\$120.41	-9%
Median:		\$138.29	\$121.79	-12%
Reconciled Value/Unit Value:			\$120.00	
Subject Size:			2,928	
Indicated Value:			\$351,360	
Reconciled Final As Is Value:			\$350,000	
Three Hundred Fifty Thousand Dollars				

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other. This amount is deducted from the As Complete value in order to arrive at the As Is Value.

Value Indications

Summary of Values	
Value Premise	As Is
Date of Value	2/4/2025
Value Type	Market Value
Value Perspective	Current
Interest Appraised	Fee Simple
Improved Sales Analysis	\$350,000
Value Conclusion:	\$350,000

Cost Approach

The Cost Approach to Value is most applicable for new, nearly new, or proposed improvements which represent the Highest and Best Use for the land. A cost approach was not applied as Overall, we have determined that this approach is not required to deliver credible value results and the Sales Comparison Approach carries more weight with knowledgeable market participant.

Sales Comparison Approach

The Sales Comparison Approach is most reliable when the market provides an ample supply of improved comparable sales. A sales comparison analysis was considered and was developed as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach – Direct Capitalization

An income approach was not applied as Overall, we have determined that this approach is not required to deliver credible value results and the Sales Comparison Approach carries more weight with knowledgeable market participant.

Value Conclusion

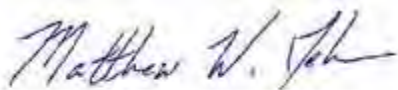
Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion(s), as of February 4, 2025, subject to the Limiting Conditions and Assumptions of this appraisal.

Value Conclusions			
Premise	Interest Appraised	Effective Date	Value Conclusion
Current As Is Market Value	Fee Simple	2/4/2025	\$350,000

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Matthew Jehs, MAI has completed the continuing education program of the Appraisal Institute.
11. We have both made inspection with photographs of the property that is the subject of this report.
12. The appraiser has performed a prior appraisal of the subject within the previous three years of the appraisal date. The appraisal was prepared for the same client. No one provided significant real property appraisal assistance to the person(s) signing this certification.



Matthew W. Jehs, MAI
Cert Gen RZ2806



Dominic D'Alessandro
Cert Gen RZ4536

Addenda

Definitions

Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate*. 15th ed. Chicago: Appraisal Institute, 2020. PDF.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 6th ed. 2015. PDF.
- The Appraisal Foundation. *2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP)*. Eff. January 1, 2020 through December 31, 2021 PDF.

Market Value: As defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 6th Edition)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary, 6th Edition)

Lease Types

Absolute Net Lease - A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant.

Gross Lease - A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called full-service lease.

Modified Gross Lease - A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease. (Dictionary, 6th Edition)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) (Dictionary, 6th Edition)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 6th Edition)

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 6th Edition)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region. (Dictionary, 6th Edition)

Stabilized Occupancy

1. The occupancy of a property that would be expected at a particular point in time, considering its relative competitive strength and supply and demand conditions at the time, and presuming it is priced at market rent and has had reasonable market exposure. A property is at stabilized occupancy when it is capturing its appropriate share of market demand.
2. An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life. (Dictionary, 6th Edition)

Professional Qualifications

Matthew W. Jehs

EXPERIENCE: Current Managing Director for Tuttle-Armfield-Wagner Appraisal & Research, Inc., Mr. Jehs has 22 years of appraisal experience, receiving his MAI in 2008. He has performed property valuations for a broad array of retail, industrial, and office properties including shopping centers, office/warehouses, bulk distribution warehouses, heavy manufacturing, both low-rise and high-rise professional offices and medical office buildings. Valuations have also included surgical centers, limited-service hospitality properties, condominium developments and conversions, residential subdivisions, and vacant land. Specialized real estate assignments include right-of-way projects, Cape Canaveral Port Facilities, Kennedy Space Center assets, and Melbourne Airport Aviation land, and jurisdictional wetlands. Clients served include accountants, investment firms, law firms, lenders, private corporations, local municipalities, and public agencies, including Veterans Affairs, Florida DEP Approved Appraiser, and SJRWMD. Valuations have been utilized for mortgage loan purposes, equity participation, due diligence support, condemnation proceedings and insurance purposes. Assignments have included the valuation of existing and proposed properties, as well as market studies, highest and best use studies, and property value impact studies.

EDUCATION: Bachelor of Arts Degree, Benedictine University, 2000

Appraisal Course Work Completed:

Appraisal Institute

110-Appraisal Principles
120-Appraisal Procedures
210-Residential Case Study
310-Basic Income Capitalization
410-Uniform Standards of Professional Practice – Part A
420-Uniform Standards of Professional Practice – Part B
510-Advanced Income Capitalization
520-Highest and Best Use and Market Analysis
530-Advanced Sales Comparison and Cost Approach
540-Report Writing and Valuation Analysis
550-Advanced Applications
Continuing Education in USPAP, ARGUS, STDB.com

LICENSES: State Certified General Real Estate Appraiser #FL-RZ2806

PROFESSIONAL ORGANIZATIONS: Member of the Appraisal Institute (MAI) #432527
2020 Past President Florida East Coast Chapter Appraisal Institute

I have been qualified as an expert witness in Brevard County circuit court. I have testified in court cases involving commercial Real Estate litigation.

Professional Qualifications

Dominic D'Alessandro

EXPERIENCE:

As a State Certified General Real Estate Appraiser at Tuttle-Armfield-Wagner Appraisal & Research, Inc., I bring over two years of experience in delivering comprehensive property valuations for a diverse range of commercial real estate assets. My expertise encompasses a wide spectrum of property types, including retail centers, office warehouses, distribution centers, heavy manufacturing facilities, office buildings, medical offices, surgical centers, limited-service hotels, and vacant land. I have also tackled unique real estate projects such as bowling alleys, ice skating rinks, and tennis clubs. Furthermore, I have honed my skills in appraising specialized assets within prominent locations like the Kennedy Space Center, Cape Canaveral Space Force Station, and Melbourne Airport. Additionally, my experience includes conducting Fair Market Rent Analyses for a variety of commercial spaces, including medical offices, hangars, and restaurants.

EDUCATION:

University of Central Florida, Orlando, FL
Bachelors of Science, Business Administration, Finance Concentration

Appraisal Course Work Completed:

Appraisal Institute

General Appraiser Income Approach Part 1 and 2
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation and Cost Approach
Real Estate Finance, Statistics, and Valuation Modeling
General Appraiser Market Analysis and Highest & Best Use
General Appraiser Report Writing and Case Studies
Advanced Income Capitalization
Three Hour Florida Law
2024-2025 7-Hour National USPAP Update Course
Advanced Concepts & Case Studies
Business Practices and Ethics
Uniform Appraisal Standards for Federal Land Acquisitions

LICENSES:

State Certified General Real Estate Appraiser #FL-RZ4536

PROFESSIONAL ORGANIZATIONS:

Appraisal Institute Practicing Affiliate



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



JEHS, MATTHEW W

412 E NEW HAVEN AVENUE
MELBOURNE FL 32901

LICENSE NUMBER: RZ2806

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 10/14/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



D'ALESSANDRO, DOMINIC

412 E. NEW HAVEN AVENUE
MELBOURNE FL 32901

LICENSE NUMBER: RZ4536

EXPIRATION DATE: NOVEMBER 30, 2026

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ISSUED: 10/22/2024

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City of Melbourne
Procurement Division
900 E Strawbridge Avenue
Melbourne, FL 32901
Phone: (321) 608-7062
Fax: (321) 608-7070

Tax Exempt Number: 85-8012621638C-2

Vendor

TUTTLE ARMFIELD WAGNER
412 E. NEW HAVEN AVE
MELBOURNE, FL 32901

Purchase Order

Fiscal Year 2025

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **25000893 - 00**

Delivery must be made within doors of specified destination.

Ship To

COMMUNITY DEVELOPMENT RM-316
PH: (321) 608-7503
900 E. STRAWBRIDGE AVE.
MELBOURNE, FL 32901
Email: douglas.dombroski@mlbf.org

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
321 723 7010 x225				2133	Doug
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/31/2025	203136				COMMUNITY DEVELOPMENT
NOTES					

Property Appraisal of 695 E. University

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Appraisal of City facility located at 695 E. University Blvd.	1.0	EACH	\$1,800.00	\$1,800.00



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.17.

Subject:

Ordinance No. 2026-18, Land Development Regulations Text Amendment (TEXT2026-0001)
Certificate of Occupancy Process

Background/Consideration:

This is the first reading of an ordinance amending Appendix D, Chapter 13, Article II, by creating Division 7, including two new sections: Section 13.69 entitled "Issuance of certificate of occupancy", and Section 13.70 entitled "Certificate of engineering construction completion."

The proposed Code amendment is intended to enhance the coordination of the completion of a development project between three (3) development departments, specifically the Fire Department's Code Compliance Division (Building), Engineering Department, and Community Development Department. The proposed language will ensure that all Federal, State, and local requirements, in addition to the Florida Building Code (FBC), have been met. The proposed language requires that a "Certificate of Engineering Construction Completion" be issued by the City's Engineering Department, which shall certify that all site design components are complete or have been bonded, prior to the issuance of a Certificate of Occupancy by the City's Building Official. The "Certificate of Engineering Construction Completion" shall also ensure that all City Council conditions are met prior to the Certificate of Occupancy issuance. The engineering site improvements include components such as water and sewer lines, parking lot/spaces, driveways, stormwater management systems, and landscaping.

The Building Official routinely coordinates with other City departments to ensure all required site improvements are completed prior to issuing a Certificate of Occupancy. However, recent amendments to Florida Statutes, Chapter 553, (effective date of July 2025), necessitate additional Code language to allow this continued coordination, authorizing the Building Official to withhold a Certificate of Occupancy for incomplete site improvements as was previously practiced prior to recent changes in legislation. Other jurisdictions, specifically Brevard County, Titusville, Palm Bay, and West Melbourne, have similar Code requirements to ensure all other government approvals are in place prior to the issuance of a Certificate of Occupancy.

There have been recent instances where a developer requests a Certificate of Occupancy for the building without having all required code and regulatory site improvements completed. Examples of scenarios for which the City is seeking to avoid include a CO issued for a building without a finished parking lot, or a required Florida Department of Environmental Protection (FDEP) water connection



approval that ensures proper water safety.

On March 19, 2026, the Planning and Zoning Board voted unanimously to recommend approval of the proposed amendment.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2026-18 based upon the findings contained in the Planning & Zoning Board memorandum.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Sandy Ramseth, AICP, Planner
Re: **Finding of Consistency (FOC2026-0001) and Land Development Regulations Amendment (TEXT2026-0001) Certificate of Occupancy**
Date: April 2, 2026

Owner/Applicant/Representative

Applicant – City of Melbourne

Proposed Action

Amend City Code Part III, Appendix D, Chapter 13, Article II, by creating Division 7, including two new sections: Section 13.69 entitled “Certificate of Occupancy”, and Section 13.70 entitled “Certificate of Engineering Construction Completion.”

Location

This action shall apply to properties in the City of Melbourne.

Issues and Considerations

In the City of Melbourne as with most areas of the State, development is typically divided into two distinct parts: the building side of the development, which is governed primarily by the Florida Building Code, and the site design, or the engineering side of the development. The building side of the development includes all things involved in the construction of a building or structure, including the foundation, electrical, plumbing, mechanical, fire protection, roofing, etc. The site design includes improvements such as sanitary sewer, potable water, parking lots, roads and driveways, stormwater management systems, landscaping, etc. These engineering components are governed by Federal, State and/or local requirements. Many times, the two sides of a development are constructed under different timelines and with different contractors, resulting in one component of the project being completed before the other. Quite often, it is the building component that is finished first.

Once a building is complete, and all building requirements have been met, the Building Official is then required by Section 111.2, Florida Building Code, to issue a “Certificate of Occupancy” certifying the building is complete and safe to occupy.

However, what happens if the parking lot or stormwater/retention areas are still not complete? Can the Building Official deny the “Certificate of Occupancy” per the Melbourne City Code? While neighboring jurisdictions, such as Titusville, Palm Bay, West Melbourne, and Brevard County all have code requirements that necessitate the engineering site components be completed prior to the issuance of a building “Certificate of Occupancy”, Melbourne does not currently have language in code to address the entire site development.

Historically, the Building Official routinely coordinated with other city departments to hold the Certificate of Occupancy pending incomplete but necessary site improvements. However, recent amendments to Florida Statutes, Chapter 553, (effective date of July 2025), necessitate additional code language to allow this continued coordination, giving the Building Official the same authority to hold a Certificate of Occupancy as was previously practiced.

There have been recent instances where the developer pressures city staff to utilize, or even open a building/business to the public without having all code required site improvements in place. While this scenario has not yet occurred, it is possible that a building could be opened without a finished parking lot, or the DEP (Department of Environmental Protection) water connection approval.

Additionally, changes to Florida Statute, Chapter 553, Section 553.791 which allow for “private providers” to conduct plan reviews and inspections in lieu of city staff, has sped up the timeline to “request a Certificate of Occupancy” from the Building Official, which cannot be denied as the City Code currently exists, as per F.S. 553.791(14)(a):

“...after receipt of a request for a certificate of occupancy or certificate of completion and the applicant’s presentation of a certificate of compliance and approval of all other government approvals required by law, including the payment of all outstanding fees, the local building official shall issue the certificate of occupancy or certificate of completion or provide a notice to the applicant identifying the specific deficiencies, as well as the specific code chapters and sections.”

Currently, the city does not have a Certificate of Compliance requirement in City Code to address the site improvement requirements. The intent of this amendment is to close that deficiency, and codify a process that has routinely been done in the city.

Analysis of the Text Amendment

The purpose of the text amendment to City Code Chapter 13, Article II, by creating Division 7, Section 13.69 entitled “Certificate of Occupancy”, and Section 13.70 entitled “Certificate of Engineering Construction Completion” is to enhance the coordination of the completion of a development project between the three main development departments: Code Compliance/Building, Engineering, and Community Development, by adding language that will ensure all Federal, State, and local requirements beyond the Florida Building Code, have been met. To do so will require that a “Certificate of Engineering Construction Completion” is issued by the city’s Engineering Department certifying that all site design components are complete or have been bonded for as applicable, prior the issuance of a “Certificate of Occupancy” by the City’s Building Official.

Business Impact Statement

This item should not have a deleterious impact on a business as it does not change or increase any City, State, or Federal codes or requirements that must be met. The amendment continues past practice and ensures that all development (building and site) requirements are met prior to the issuance of a Certificate of Occupancy by the City's Building Official.

Finding of Consistency

The proposed modifications to City Code Part III, Appendix D, Chapter 13, Article II, create Division 7, Section 13.69 entitled "Certificate of Occupancy", and Section 13.70 entitled "Certificate of Engineering Construction Completion". Both of these new Code sections are consistent with the City's Comprehensive Plan. Specifically, the proposal is consistent with future Land Use Element Objective 1.22 which states the City shall maintain, amend and develop new land use and development regulations to implement this comprehensive plan.

Planning and Zoning Board Action

On March 19, 2026, the Planning and Zoning Board voted unanimously to recommend approval of the proposed amendments.

Recommendation

Based upon the findings contained in the Planning and Zoning Board memorandum, the Community Development Department and the Planning and Zoning Board recommend:

Approval of the ordinance based upon the findings contained in the Planning and Zoning Board memorandum.

Memorandum

To: Mayor and Council

From: Chris Adams, Chair, Planning and Zoning Board

Re: **Finding of Consistency (FOC2026-0001) and Land Development Regulations Amendment (TEXT2026-0001) Certificate of Occupancy**

Date: March 20, 2026

Applicant: City of Melbourne

The Planning and Zoning Board, at its regular scheduled meeting on March 19, 2026, reviewed the above-referenced request for approval of a Land Development Regulations Text Amendment.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of a Land Development Regulations Amendment to amend City Code Part III, Appendix D, Chapter 13, Article II, by creating Division 7, including two new sections: Section 13.69 entitled “Certificate of Occupancy”, and Section 13.70 entitled “Certificate of Engineering Construction Completion.” These actions were based on the findings identified below:

Findings for the Proposed Code Revisions

1. The proposed modifications to City Code are consistent with the goals and objectives of the Comprehensive Plan and will assist in the execution of policies within the Comprehensive Plan. The proposed revisions will implement policy language that address Certificate of Occupancy and Certificate of Engineering Construction Completion components. The proposed Code change will enhance coordination between the City departments that review development projects.
2. The proposed revisions are specifically consistent with Future Land Use Element Objective 1.22, which states the City shall maintain, amend and develop new land use and development regulations to implement the Comprehensive Plan. The proposed modifications will aid in the implementation of land development regulations by creating new City Code sections for Certificate of Occupancy and Certificate of Engineering Construction Completion elements.
3. Per Future Land Use Element Policy 1.2.1, 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 modifications address the building and building regulations section of City Code. The revisions will ensure all Federal, State, and local requirements beyond the Florida Building Code, have been met for development projects in the City.

4. The proposal will have no adverse effect on the City's ability to provide adequate public services and facilities. The proposed changes assist in the implementation of City Code requirements regarding building regulations and standards throughout the City. The proposed revisions will also enhance coordination among multiple City departments.
5. The proposed changes will not significantly change the general character of the City, cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments as the revisions reinforce the administration of City Code requirements. Specifically, the proposed modifications will enhance and clarify the building regulations for development projects within the City.
6. The subject modifications will further development and redevelopment efforts by making City Code more user-friendly to property owners, the development community, and City staff. The proposed revisions will also enhance the readability of the Buildings and Building Regulations section of City Code.
7. The proposed modifications promote the health, safety, education, cultural and economic welfare of the public by updating the Buildings and Building Regulations section of City Code.

Respectively Submitted,

for

Chris Adams, Chair,
Planning and Zoning Board

ORDINANCE NO. 2026-18

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO CERTIFICATES OF OCCUPANCY; MAKING FINDINGS; AMENDING APPENDIX D OF THE CITY CODE, ENTITLED "LAND DEVELOPMENT CODE"; AMENDING CHAPTER 13, BUILDINGS AND BUILDING REGULATIONS; AMENDING ARTICLE II, BUILDING; CREATING A NEW DIVISION 7, CERTIFICATE OF OCCUPANCY; CREATING A NEW SECTION 13.69, ISSUANCE OF CERTIFICATE OF OCCUPANCY; CREATING A NEW SECTION 13.70, CERTIFICATE OF ENGINEERING CONSTRUCTION COMPLETION; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (FOC2026-0001/ TEXT2026-0001)

WHEREAS, the development process is divided into two distinct parts: the building side of the development (which is primarily governed by the Florida Building Code and includes all things involved in the construction of a building or structure) and the site design/engineering side of the development (which is primarily governed by federal, state and/or local requirements) includes improvements such as sanitary sewer, potable water, parking lots and stormwater management systems); and

WHEREAS, once a building is complete and all building requirements are met, the city's Building Official is required by the Florida Building Code to issue a Certificate of Occupancy certifying that the building is complete and safe to occupy; and

WHEREAS, however, the City of Melbourne does not currently have City Code language that requires all site design/engineering components be completed prior to the issuance of a Certificate of Occupancy; and

WHEREAS, the Building Official historically has coordinated with other city departments to "hold" the Certificate of Occupancy pending incomplete (but necessary) site improvements; and

WHEREAS, recent amendments to Chapter 553, Florida Statutes, necessitate additional City Code language to allow this continued coordination, giving the Building Official the same authority to “hold” a Certificate of Occupancy; and

WHEREAS, the intent of the proposed ordinance is: to codify the process that has routinely occurred in the city; to enhance the coordination of the completion of development projects between the city’s three main development departments/divisions: Building/Code Enforcement, Engineering, and Community Development; and to ensure that all federal, state and local requirements beyond the Florida Building Code have been met prior to the issuance of a Certificate of Occupancy.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the foregoing recitals are hereby incorporated herein as findings supporting adoption of this ordinance.

SECTION 2. That Appendix D of the City Code of Melbourne, Florida, is hereby amended to read as follows:

APPENDIX D. LAND DEVELOPMENT CODE

* * * *

CHAPTER 13. BUILDINGS AND BUILDING REGULATIONS

* * * *

ARTICLE II. BUILDING

* * * *

DIVISION 6. VIOLATIONS AND PENALTIES

Sec. 13.68. Violations and penalties.

Any person, firm, corporation or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas,

mechanical or plumbing system, in violation of a detailed statement or drawing submitted and permitted thereunder, shall be guilty of a misdemeanor. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state laws.

DIVISION 7. CERTIFICATE OF OCCUPANCY

Sec. 13.69. Issuance of certificate of occupancy.

No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this Code, or of other ordinances of the jurisdiction.

A certificate of occupancy will not be issued by the city's building division without a certificate of engineering construction completion as provided below in section 13.70, compliance with all city and state code requirements, and payment of all outstanding city fees.

Sec. 13.70. Certificate of engineering construction completion.

A certificate of engineering construction completion is proof that all accessory structures and site improvements, beyond the principal building, are complete; and for certain types of permits, are released for use and may be connected to a public utility system. This certificate of engineering construction completion does not grant authority to occupy a building prior to the issuance of a certificate of occupancy.

Prior to certificate of engineering construction completion being issued, the site must receive final inspection and acceptance, or appropriate bonding, consistent with the approved construction plans. Final inspections will include, but not be limited to, water, sanitary sewer, reuse, stormwater management systems, roads, parking lots, signage, sidewalks, landscaping and visual screens, walls and fences, irrigation, solid waste collection facilities, preservation/conservation areas, and any other site-specific requirements as required in chapter 50, chapter 52, chapter 58, and appendix B and appendix D, chapter 8 and chapter 9.

* * * *

SECTION 3. Severability and Interpretation.

(a) That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal

or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

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

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

SECTION 5. That this ordinance was passed on first reading at a regular meeting of the City Council on the 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. 2026-18

Business Impact Estimate

To: Jenni Lamb, P.E., City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Sandy Ramseth, AICP, Planner
Date: April 2, 2026
Re: Ordinance - Land Development Regulations Text Amendment (TEXT2026-0001) Certificate of Occupancy Process

Summary of the Proposed Ordinance

The purpose of this text amendment to City Code Chapter 13, Article II, by creating Division 7, Section 13.69 entitled “Certificate of Occupancy”, and Section 13.70 entitled “Certificate of Engineering Construction Completion” is to enhance the coordination of the completion of a development project between the three main development departments: building and code enforcement, engineering, and community development, by adding language that will ensure all Federal, State, and local requirements beyond the Florida Building Code, have been met. To do so will require that a “Certificate of Engineering Construction Completion” is issued by the city’s Engineering Department certifying that all site design components are complete or have been bonded for as applicable, prior the issuance of a “Certificate of Occupancy” by the City’s Building Official.

The proposed ordinance provides language that was considered to be procedural policy, utilizing prior practices that will now be codified.

The proposed revisions address recent legislative changes to Florida Statutes to be consistent with Florida Statute, Chapter 553. Necessary language within these sections is established to identify that the successful completion of the site improvements are equally required to the completion of the building permits for a development.

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

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

There are no known compliance costs that businesses may reasonably incur if the ordinance is enacted.

There are no new charges or fees on businesses subject to the proposed ordinance, or for which businesses will be financially responsible.

Costs for the City's regulatory enforcement should have no change to the current process.

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

The proposed ordinance deals with the necessary requirements for a Certificate of Occupancy within the City of Melbourne. Any impact to businesses by the proposed ordinance is secondary, and does not implicate negative enforcement possibilities for businesses.



Melbourne City Council
April 14, 2026
City Manager's Item Report

Department:	Fire Department - Code Compliance
Presenter:	Mark Herold
Council District:	All Districts
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.18.

Subject:

Discussion on Enhanced Code Enforcement.

Background/Consideration:

The City's customary code enforcement process is generally effective. However, some property owners fail to comply despite fines and liens. Some outstanding code enforcement cases have worsened over time and have become so egregiously detrimental to the surrounding area that enhanced enforcement action is necessary to compel compliance. Enhanced enforcement may require Circuit Court Civil action, including injunctions and foreclosures. Amendments to the City's Code and updates to administrative policies will be required to ensure legal due process and other protections are in place prior to any such enhanced enforcement action by the City.

Staff requests Council's input, direction, support and authorization to proceed with necessary actions in a timely manner.

Fiscal/Budget Impact:

Increased demolitions and/or Circuit Court civil actions (e.g., injunctions, foreclosures) will result in additional costs.

Requested Action:

Council discussion.

CODE ENFORCEMENT

Ensuring the Community is
Safe, Healthy and Economically
Viable for Residential &
Commercial Cohesion



Types of Code Enforcement

- a) Proactive Enforcement (Comprehensive) – Means actively looking for and taking action on all observed violations of code.
- b) Proactive Enforcement (Limited) – Means actively looking for and taking action on observed violations of code that have been specifically predetermined.
- c) Proactive Enforcement (Conditional) – Means actively taking action on observed violations of code meeting certain predefined property conditions.
- d) Reactive Enforcement – Means complaint driven code enforcement action.
- e) Representative Enforcement – Means utilizing a combination of two or more various enforcement methods that are representative of community goals.
- f) Discriminatory Enforcement – Means code enforcement action that unfairly targets. (AKA: Selective, Unprincipled, “Pet Peeve” Enforcement).



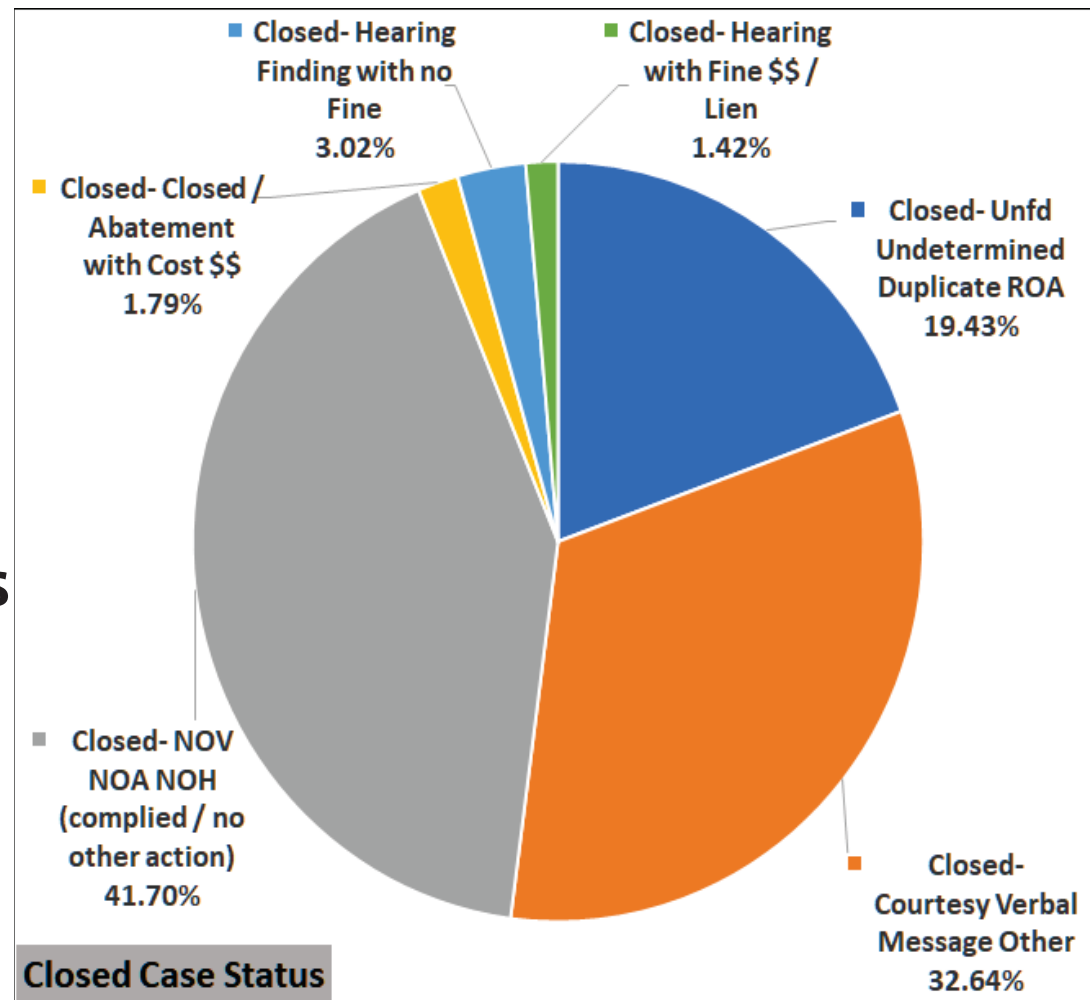
Customary Enforcement

1. A complaint – Recent legislation no longer allows anonymous complaints (by phone, email, or online).
2. Investigation – Site visit, are there observations of a code violations?
3. Notification – Contact, courtesy agreement, written notice, interactive follow-up.
4. Abatement – Generally, cleanup of unoccupied and abandoned properties.



Enforcement Success Rate

1. Initial enforcement action has a successful closure rate of over 95%
2. Code Board action is less than 3% of total cases
3. Fines and liens are less than 2% of total cases



Need for Enhanced Code Enforcement

Chronic Scrapping Activity



Dilapidated
Structures



Inoperable Vehicles



Significantly Noncompliant Property

- Property owners who are historically noncompliant, unresponsive, complicit and/or obstinate violators of City codes
- Whose code enforcement violations are egregious and unresolved
- Violations adversely effect community health, safety, peace, property values and overall economic welfare
- Property owners who have been resistant to customary enforcement methods (code enforcement fines & liens)



**Maintenance
Commercial Property**

**Dilapidated
Commercial Building**



Administrative Enforcement Approaches

There are administrative enforcement approaches that may force compliance against significantly nonresponsive property owners:

Full City Abatement (Administrative)

- a) Overgrowth abatement (City Code Chapter 32 Health & Sanitation)
- b) Debris Removal (City Code Chapter 32 Health & Sanitation)
- c) Vehicle Tow (City Code Section 36-21 inoperable vehicle city removal)
- d) Condemnation (City Code Section 13.82 adopting the International Property Maintenance Code)
- e) Structure Demo (City Code Section 13.82 adopting the International Property Maintenance Code)



-



State Statutes Ch 162.30 & Ch 823

(Ch 162.30 Civil Action; Ch 823.01 Nuisances & Penalty; Ch 823.05(1)(a) Declared Nuisance)

Allows municipalities to exercise formal court action forcing abatement of violations and providing for penalties to those who allow unresolved noncompliant properties to continue

- Circuit court injunctive relief, forcing an unresponsive property owner to take corrective action
- Circuit court injunctive relief, allowing the City to take abatement action
- Foreclosure of non-homesteaded property
- Other penalties against property owners who continually allow code violations to go unresolved



City staff plans for Enhanced Code Enforcement

- Utilize administrative enhanced enforcement methods
- Proposed Code changes for Council approval (i.e. towing and demolition)
- Utilize civil action



Customary Enforcement Actions		Comment:
Notification	Contact, Courtesy, Written Notice	95% Successful
Simple Abatement	Generally, Cleanup of Unoccupied Properties	
Code Board	Finding of Violation Order to Comply	Less than 5% of Cases
Fine & Lien	Non-Compliance with Board Order	Less than 2% of Cases
Enhanced Enforcement Actions		Comments:
Condemnation (May Include Abatement Measures)	Uninhabitable Property / May include Cost & Lien	FL St Chapter 162.13 , SUBAC & IPMC Adopted, & City Code Chapter 32
Demolition (Full Abatement)	Removal of Structures / Cost & Lien	FL St Chapter 162.13 , SUBAC & IPMC Adopted, & City Code Chapter 32
Code Enforcement Nuisance Injunction	Circuit Court Action: Uncooperative respondents with significant code violations that are a nuisance to surrounding properties.	FL St Chapter 162.13, 823, 60.05 & 60.06 (requires CAO). Permits jurisdictions to seek court action to abate a nuisance created by code violations and uncooperative owners. May include punitive action against the property owner.
Foreclosure	Circuit Court Action: Applies to non-homesteaded properties with existing City liens. City ownership of property may result in reallocation to low-income housing.	City Code Section 2-270 & FL St Chapter 162 (Requires CAO)
Other	Any other legal methods provided by federal, state or local laws.	FL St Chapter 162.30

Significant Cases

1683 & 1693 Harbor City Blvd/1684 & 1694 Avocado Ave

- Structure deterioration, significant open storage, junk vehicles, junk boats, transient activity
- May require a combination of Court injunction & foreclosure



Significant Cases

Continued...

1683 & 1693 Harbor City Blvd/1684 & 1694 Avocado Ave



Significant Cases

1921 Elizabeth Street

- Occupied homesteaded property in unsafe condition
- May require a court ordered injunction to allow for full City abatement of violations including vehicle towing (demo, debris removal, vehicle tow, lot clearing)



Significant Cases

1605 Norman Drive

- Unoccupied residential property in unsafe condition
- May require a simplified City demolition process (IPMC demo, debris removal, lot clearing)



Feb 18, 2020 11:50:07 AM



Significant Cases

1884 Jackson Avenue

- Occupied homesteaded residential property with significant scrapping activity
- May require a court injunction and court sanctioned, possibly punitive action



Significant Cases

908 Wisteria Drive

- Occupied homesteaded residential property with significant scrapping activity
- May require a court injunction and court sanctioned, possibly punitive action



Seeking Council Input & Support

Customary Enforcement Actions		Comment:
Notification-	Contact, Courtesy, Written Notice	
Simple Abatement-	Generally, Cleanup of Unoccupied Properties	95% Successful
Code Board-	Finding of Violation Order to Comply	Less than 5% of Cases
Fine & Lien-	Non-Compliance with Board Order	Less than 2% of Cases
Enhanced Enforcement Actions		Comments:
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Other	Any other legal methods provided by federal, state or local laws.	FL St Chapter 162.30



THANK YOU!

Videos

<https://www.fox35orlando.com/news/port-st-john-neighbors-plead-help-alleged-hoarder-house-we-want-see-gone>

[Bing Videos](#) **Man Jailed for Messy Yard**



CODE ENFORCEMENT ANNUAL REPORT

Created: 1/2/2025

CE REPORT FOR: 2025 All Areas Combined

I. ACTIVE COMPLAINTS THIS YEAR:

CARRYOVER (prev. yrs)		NEW	TOTAL	Closed	YRS REMAINING OPEN COMPLAINTS		
Old System	EnerGov	This Yr.	This Period	This Period	Older	EnerGov	Total Remaining
26	260	885	1171	877	23	271	294
286		294					

II. YRS. NEW COMPLAINTS BY TYPE:

1. Anonymous	6
2. Citizen	700
3. Other Agency / Dept.	83
4. CE Proactive	87
5. Council Member	9
TOTAL	885

III. YRS. NEW COMPLAINTS BY PROP. USE:

1. Residential	599
2. Multi-Family	63
3. Commercial / Industrial	147
4. HOA Common Area	11
5. Gov't / Public	10
6. Vacant / Unimproved	55
TOTAL	885

IV. YRS. NEW COMPLAINTS BY COUNCIL DISTRICT:

District 1	123
District 2	163
District 3	232
District 4	103
District 5	145
District 6	119
TOTAL	885

V. YRS. OTHER MISC. ACTIVITY:

1. Landscape Inspections	27
2. Animal Permit Inspections:	16
3. Other Misc. Activity	109
TOTAL	152

NOV / NOA's Mailed	592
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VI. YRS. ACTIVE VIOLATIONS BY TYPE:

TYPE	CARRYOVER (prev yrs)		NEW	Closed	YRS. REMAINING OPEN VIOLATIONS		
	Old Sys	EnerGov	This Yr.	This Yr	Old Sys	EnerGov	Total
1. Zoning	5	65	266	244	5	87	92
2. Overgrowth	8	45	235	227	5	56	61
3. IPMC / Building	15	120	243	235	15	127	142
4. Open Storage	12	65	184	175	10	76	86
5. Inoperable Vehicle	7	17	69	67	6	20	26
6. Engineering		11	18	11		18	18
7. Nuisance House		1	3	4			
8. Fire Prevention			2	1		1	1
9. Revenue		17	13	28		2	2
10. Safety		7	27	25		10	10
11. Demo			2	2			
12. Homeless		8	31	29		10	10
13. Other	4	18	83	74	4	21	25
Signs			4720				
TOTAL	51	374	5896	1122	45	428	473

425

473

CODE ENFORCEMENT ANNUAL REPORT

Created: 1/2/2025

CE REPORT FOR: 2025
All Areas Combined

VII. TOTAL HOURS THIS YR.:

Hrs. Worked	
1. Office	6712.00
2. Field	3275.25
3. Training	180.00
4. Overtime	112.50
5. Comp Earned	121.00
6. Admin / Other	
Total Worked	10400.75
Hrs. Absent:	
7. Holiday	480.00
8. Vacation	760.00
9. Sick	490.50
10. Comp Used	116.25
11. Other / Admin.	24.00
Total Absent	1870.75
TOTAL ALL HRS:	12271.50

IX. THIS YRS. TOTAL MAILING ACTIVITY:

Mailing Type	\$ Per Mail	# Mailed	\$ Total
1. Reg Mail	\$0.68	4,976	\$3,383.68
2. Cert Mail	\$8.69	3,643	\$31,657.67
	TOTAL	8,619	\$35,041.35

X. YRS. NEW CODE BOARD ACTIVITY:

1. Finding Prev. Yrs.	48	2025
2. Fine / Lien Prev. Yrs.	29	
3. Finding Current Yr.	24	
4. Fine / Lien Current Yr.	5	
	TOTAL	106

XI. STATUS OF COMPLAINTS CLOSED THIS YR:

Status:	Previous Yrs.	Current Yr.	Total
1.Complainant Not Verified or Retracted	5	31	36
2.Unfounded, Undetermined, ...	13	122	135
3.Informal Action (courtesy, verbal, ROA, Adm)	13	175	188
4.Notice Only (NOV, NOA, NOH,...)	99	338	437
5.Abatement by City w/ Service Cost \$	1	14	15
6.Board Finding (no fine)	27	10	37
7.Board Finding & Fine	24	5	29
TOTAL	182	695	877

Closure % Rate This Year

Closure % Rate for All Cases This Yr.:	Closure % Rate for This Yrs New Cases Only:
74.89%	78.53%

CODE ENFORCEMENT ANNUAL REPORT

Created: 1/2/2025

REPORT FOR: 2025

All Areas Combined

XII. END OF YR. STATUS OF REMAINING OPEN CASES:			
Status:	Prev. Yrs.	Current Yr.	Total
1. Complainant Verification	1	20	21
2. Initial / Pending Investigation		32	32
3. Administrative Abeyance / Hold	2	0	2
5. Informal Action Verbal, Message, ...		20	20
6. Notice Mailed (NOV, NOA)	16	91	107
7. Notice of Hearing Mailed (NOH)	4	9	13
8. Board Finding w/ Compliance Date	1	5	6
9. Board Extension of Compliance	20	4	24
10. Board Starts Fine / Fine Running	12	1	13
11. Board Stay of Action (fine/other)	9		9
12. Board Paused Fine	47		47
13. Abatement By City w/ Cost \$			
TOTAL	112	182	294

294

XIV. END OF YR. STATUS OF REMAINING OPEN CODE BOARD CASES:			
Status	Prev. Yrs.	Current Yr.	Total
1. Board Finding w/ Compliance Date	1	5	6
2. Board Extension of Compliance	20	4	24
3. Running Fine	12	1	13
4. Stay of Action	9		9
5. Paused Fine	47		47
TOTAL	89	10	99

99

XV. YRS. RESCISSION REQUEST	
1. Approved	1
2. Denied	
TOTAL	1

XIII. Open Complaints by Yr:	
Year	# Active
2025	182
2024	47
2023	24
2022	11
2021	7
2020	2
2019	1
2018	6
2017	8
2016	2
2015	1
2014	1
2013	
00-2012	2
TOTAL	294

CODE ENFORCEMENT ANNUAL REPORT

Created: 1/2/2025

CE REPORT FOR: 2025
All Areas Combined

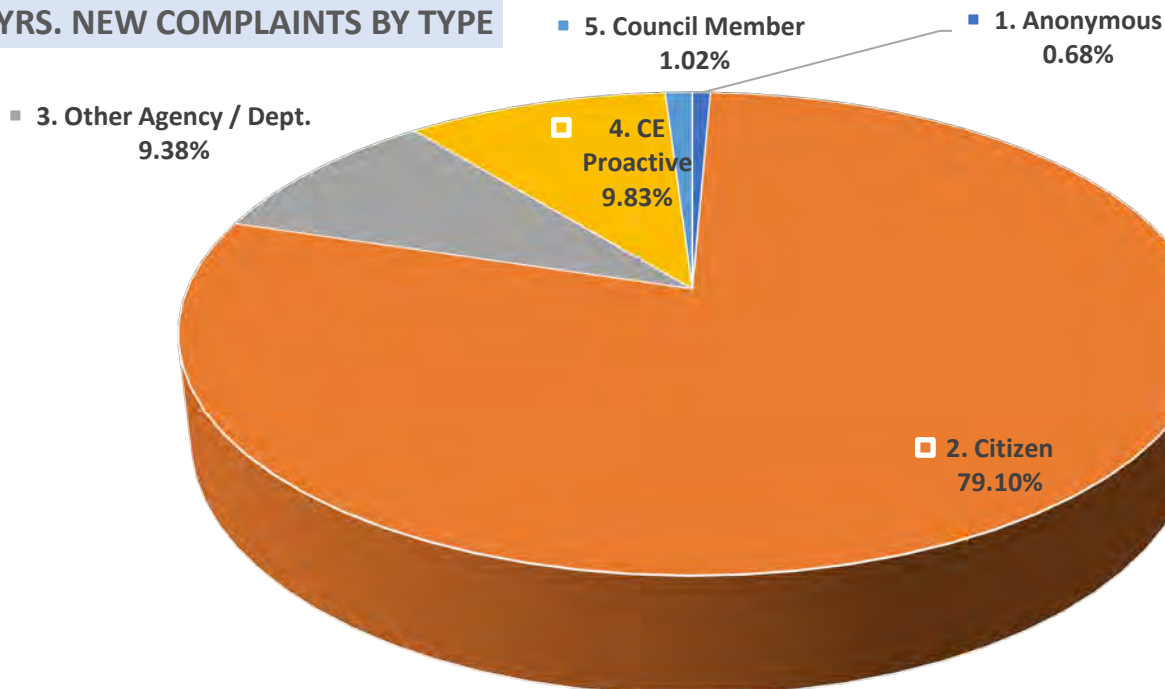
XVI. THIS YEAR'S FIELD ACTIVITY:

Month	(a) Field Stops	(b) Signs	(c) New Cases	(d) Field Miles	(e) Field Time
1. January	621	453	51	1772.50	267.50
2. February	684	514	56	2027.00	313.75
3. March	575	612	76	1385.00	268.00
4. April	561	312	60	1680.00	258.00
5. May	583	415	84	2033.00	273.50
6. June	498	366	77	1902.00	269.50
7. July	680	576	68	2489.00	333.75
8. August	578	345	112	1979.00	252.00
9. September	625	300	113	1828.00	265.50
10. October	653	364	76	2638.30	297.50
11. November	491	278	55	1757.20	239.00
12. December	550	275	56	1892.60	237.25
TOTAL	7099	4810	884	23383.60	3275.25

XVI. THIS YR'S FIELD ACTIVITY AVGS:

1. Avg. Monthly Stops	
2. Avg. Monthly Signs Removed	
3. Avg. Monthly New Cases	
4. Avg Miles Per Stop	3.29
5. Avg. Time Per Stop	0.46

II. YRS. NEW COMPLAINTS BY TYPE





Melbourne City Council
April 14, 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:

Appointment of members to the Beautification and Energy Efficiency Board.

Background/Consideration:

There are currently four (4) regular member vacancies on the Beautification and Energy Efficiency Board (BEEB) - two (2) of the vacancies are for unexpired terms that will end on February 12, 2027 and two (2) of the vacancies are for unexpired terms that will end on February 12, 2029.

To the greatest extent possible, members shall have the following backgrounds: economic development or business; environmental protection, natural resources management or sustainability practices; social services or community health; urban planning or transportation planning; education; environmental law; science; horticulture; marine industry; or retired military personnel. Additionally, the Board is encouraged to have two (2) business owners (the Board currently has one (1) business owner).

With the exception of the two (2) business owners and two (2) regular or alternate members, members must be a resident of Melbourne. All members must be residents of Brevard County and registered to vote.

Applications are attached from the following:

- Sanzone, Nicholas (currently serving as an alternate member)
- Kobosko, George (Melbourne resident)
- Newman, Stephan (Melbourne resident)
- Austin Ekonomou (Melbourne resident)

Fiscal/Budget Impact:

N/A

Requested Action:

Appoint Nicholas Sanzone as a regular member and appoint George Kobosko, Stephan Newman and Austin Ekonomou as regular members.

Beautification and Energy Efficiency Board

MEMBER	CONTACT INFO	TERM
Vacant		February 12, 2027 Unexpired 3-year term
Vacant		February 12, 2027 Unexpired 3-year term
Wade Senti 2783 U.S. Highway 1 Malabar, FL 32950	(non-resident) (321) 501-6660 (321) 728-7543 sentiwade@gmail.com	February 13, 2024 – February 12, 2027 3-year term
Vacant		February 12, 2029 Unexpired 3-year term
Vacant		February 12, 2029 Unexpired 3-year term
<u>Alternate Members</u>		
Robert C. Klaproth, Jr. 668 Everglade Drive Melbourne, FL 32935	(321) 848-2683 rklaproth@hotmail.com	February 13, 2025 – February 12, 2028 3-year term
Nicholas Sanzone 1539 Croftwood Drive Melbourne, FL 32935	(321) 213-2879 nicholasfranksanzone@gmail.com	July 22, 2025 – February 12, 2028 Unexpired 3-year term

Environmental Community Outreach Manager

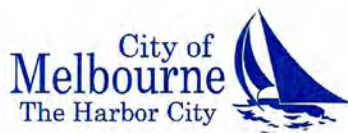
Megan Ruben
(321) 608-5083
megan.ruben@mlbfl.org

Recording Secretary

Cheryl Caldwell
(321) 608-5082
cheryl.caldwell@mlbfl.org

Beautification & Energy Efficiency Board 2025 Attendance; P=present; E= excused absense; U= unexcused absense

Current BEEB Member	Appoint/ Reappoint Date; Expiration Date	25-Jan	February	March	April	May	June	July	August	September	October	November	December
Dr. Randall Parkinson- Chair	3 year-2-12-2027	P	Cancelled	P	P	P	Cancelled	P	Cancelled	P	P	P	No Dec meetings
Ms. Joy Morris- Vice Chair	3 year-2-12-2027	P		E	E	P		P		P	E	Resigned	are scheduled
Mr. Wade Senti	3 year-2-12-2027	E		P	P	P		P		P	P	P	
Dr. John Windsor	New Appoint 2-14-2023; 3 year- 2-12-2026/reappointed 2-14-23	P		P	P	P		E		P	E	P	
Mr. Bruce Lindsay	Reappointed 2-14-23; 3 year- 2-12-2026	P		P	P	E		P		P	E	P	
Mr. Bob Klaproth-Alternate	New Appoint 5-9-2023; 3 year unexpired term/ 2-12-2026	P		E	E	P		P		P	U	P	
Mr. Nicholas Sanzone- Alternate	New Appoint 7-23-2025									P	P	P	
Past Members													
Mr. Andrew Pappas	New Appoint 1-9-2024; Resigned-Term ended 2-12-25	E											



VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: George Kobosko

Applicant Address: 2623 Aristocrat Drive
Address
Melbourne FL 32901
City State Zip Code

Telephone Number: 321-960-8855 E-mail: GKOBOSKO@GMAIL.COM
(Area Code)

Business Address: _____
Address

City State Zip Code

Telephone Number: _____
(During Business Hours) (Area Code)

RECEIVED

SEP 30 2024

Office of City Clerk
Melbourne, Florida

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 310

Verified by City Clerk Staff (Initials):

[Signature]

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months?



Yes



No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☐	Affordable Housing Advisory Committee* *Check qualifications on Page 2	☐	Golf Courses Advisory Board ¹	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☒	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☐	Planning and Zoning Board ²
☐	Citizens' Advisory Board ¹	☐	Library Board	☐	Police Officers' Retirement Trust Fund Board of Trustees ²
☐	Code Enforcement Board ²	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Zoning Board of Adjustment ²
☐	Firefighters' Pension Plan Board of Trustees ²	☐	Melbourne Economic Enhancement District Advisory Committee	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	
☐	General Employees' Pension Plan Board of Trustees ²	☐	Melbourne Housing Authority		

VOLUNTEER BOARD MEMBER APPLICATION

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

☒ I **do not** serve on any other board or committee.

☐ I currently serve on the following boards/committees:

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

VOLUNTEER BOARD MEMBER APPLICATION

CONFLICTING CONTRACTUAL RELATIONSHIPS

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➤ **Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.**

- ☒ I am not employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
 - Code Enforcement Board
 - Planning and Zoning Board
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 - Police Officers' Retirement Trust Fund Board of Trustees
 - General Employees' Pension Plan Board of Trustees
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 - Historic and Architectural Review Board
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

APPOINTMENT PROCESS

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at <https://melbournefl.portal.civicclerk.com/>.
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 - General policies that apply to all boards.
 - Attendance requirements.
 - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
 - Review of the duties and scope of the board, including current items/projects being considered.
 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: George Kobosho Date: 9/29/2024

George Kobosko
2623 Aristocrat Drive
Melbourne, FL 32901
gekobosko@gmail.com
321-960-8855

I have lived in Melbourne FL for 36 years. I am the HOA treasurer of Dartmouth Trail Owners Association which maintains the 2 acre retention pond. I am interested in water management and ways to conserve, preserve and maintain our waterways, green spaces and public areas. I am into composting, native landscaping, xeriscaping and keeping the environment healthy.

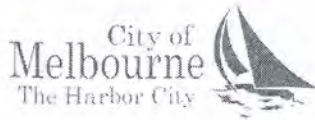
I have my Florida REAL ESTATE SALES ASSOCIATES, SL440192 EXPIRATION DATE: SEPTEMBER 30, 2026 .

I am currently working as Director of Worship/Music at Holy Name of Jesus Church

BM degree from The Cleveland Institute of Music/Case Western University

MM from Florida State University

Hobbies: Pickelball, Hiking, Biking, Gardening, Racquetball



VOLUNTEER BOARD MEMBER APPLICATION

RECEIVED

FEB 10 2025

**Office of City Clerk
Melbourne, Florida**

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
cityclerk@MLBFL.org

Applicant Name: Stephen Newman

Applicant Address: 1674 Avocado Ave.
Address
Melbourne, FL 32935
City State Zip Code

Telephone Number: (321) 255-4657 E-mail: dakinetrine@outlook.com
(Area Code)

Business Address: Same
Address
City State Zip Code

Telephone Number:
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 408 Verified by City Clerk Staff (Initials): SJ

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☒ 3	Affordable Housing Advisory Committee* *Check qualifications on Page 2	☐	Golf Courses Advisory Board ¹	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☐ 1	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☐	Planning and Zoning Board ²
☐ 2	Citizens' Advisory Board ¹	☐	Library Board	☐	Police Officers' Retirement Trust Fund Board of Trustees ²
☐	Code Enforcement Board ²	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Zoning Board of Adjustment ²
☐	Firefighters' Pension Plan Board of Trustees ²	☐	Melbourne Economic Enhancement District Advisory Committee	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	
☐	General Employees' Pension Plan Board of Trustees ²	☐	Melbourne Housing Authority		



VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☒ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

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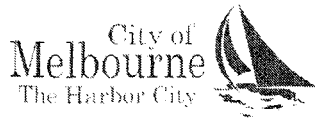
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☒ I do not serve on any other board or committee.

☐ I currently serve on the following boards/committees:

I'm on the Board of Trustees for the Green Party of Florida, but I don't think, in this context, that counts as a non-profit.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.



VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
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CONFLICTING CONTRACTUAL RELATIONSHIPS

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- Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.

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- ☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

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**VOLUNTEER BOARD MEMBER APPLICATION**

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
cityclerk@mlfl.org

APPOINTMENT PROCESS

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 - Review of the duties and scope of the board, including current items/projects being considered.
 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____

Date: _____

2/4/25

Born and raised in FL: Tampa to Orlando to
Floridana Bch. in 1980, Indialantic a couple years
later. Worked in restaurants, construction, and
landscaping, which evolved into tree work, which I
did while attending and graduating from Mel-Hi,
Brevard CC, and UF in 1996, (BSME). After
working as an engineer for a few years, while
simultaneously doing tree work, I phased out
my work as an engineer in favor of working full-
time as an arborist. My tree service is Melbourne-based.

I believe I can bring a unique perspective to
focus on common sense solutions to issues
facing our city.

Aloha



Steve Newman

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

RECEIVED

Applicant Name: Nicholas Frank Sanzone

Applicant Address: 1539 Croftwood Drive
Address
Melbourne
City FL State 32935 Zip Code

Telephone Number: 321-213-2879 E-mail: nicholasfranksanzone@gmail.com
(Area Code)

Business Address: 1539 Croftwood Drive
Address
Melbourne FL 32935
City State Zip Code

Telephone Number: 321-213-2879
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 414

Verified by City Clerk Staff (Initials):

[Handwritten Signature]

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☐	Affordable Housing Advisory Committee* <i>*Check qualifications on Page 2</i>	☒	Golf Courses Advisory Board ¹	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☒	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☒	Planning and Zoning Board ²
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☐	General Employees' Pension Plan Board of Trustees ²	☐	Melbourne Housing Authority		

VOLUNTEER BOARD MEMBER APPLICATION

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- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

☐ I do not serve on any other board or committee.

☒ I currently serve on the following boards/committees:

1. Indian River Lagoon National Scenic Byway - Our mission is to encourage visitors to experience the byway's unique natural, historic and cultural resources.
2. Brevard Marine Advisory Council - The scope of work includes all marine related issues to ensure a well-maintained, safe, healthy and friendly marine environment for the residents and visiting user of our marine resources

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CONFLICTING CONTRACTUAL RELATIONSHIPS

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- ☐ I am **not** employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☒ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

My business LagoonLife.org has been involved with planning the event Indian River Lagoon Day with the City of Melbourne.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

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 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature:



Date:

8/8/2024

Nicholas F. Sanzone

1539 Croftwood Drive Melbourne FL, 32935

Cell: (321) 213-2879 Email: nicholasfranksanzone@gmail.com

Education

University of Florida – Gainesville, FL

2007-2010

Bachelor of Science, Soil and Water Science Degree

Employment

1. Sebastian River Area Chamber of Commerce – Sebastian, FL

2024

Tourism Director

Promote the Visit Sebastian River Area brand by marketing tourism-related businesses and activities in the Sebastian River Area and enhancing the visitor's experience.

2. City of Satellite Beach - City of Satellite Beach, FL

2017- 2023

Environmental Programs Coordinator

Together with City staff, boards and community partners I am implementing our Sustainability Action Plan and working towards creating a more sustainable and resilient City through the coordination of policies, projects and programs.

- Responsibilities include: Serve on multiple boards, coordinate sustainability policies between departments, work with regional partners, design educational material, conduct workshops, create and implement community events, coordinate project workdays, oversee and manage volunteers and interns, create and perform in educational videos for public outreach and training to communicate environmental education information, build GIS maps and databases, acquire funding from grants, and provide oversight to environmental programs. Served as project lead on the Samsons Island Submerged Lands Restoration project to determine the feasibility of restoring oysters, clams and seagrass to the Lagoon, as part of the project I wrote and received three grants and two permits.

2. Marine Resources Council – Palm Bay, FL

2014-2017

Habitat Restoration Specialist

Worked to create and implement restoration projects and programs along the Indian River Lagoon.

- Responsibilities included: Mangrove propagation, planted living shorelines, educated citizen scientists, coordinated the water quality monitoring program, removed invasive species, gave lectures on science & ecology.

3. SCA/ National Park Service – Homestead– Jacksonville, FL

2013 -2014

Biscayne National Park: Alternative Spring Break coordinator & SCA Intern & Timucuan Ecological and Historical Preserve: Biological Science Technician & SCA Intern

- Responsibilities included: Coordination & oversight of volunteer and student cleanups and workdays at the beaches in the 173,000-acre park. Worked with the lionfish survey team and the water quality department in the field and the laboratory.
- Worked with preserve staff to assist with managing a 46,000 acre preserve, performing invasive species management. Responsibilities included: Habitat management and enhancement, use of a Trimble to collect GPS data, created maps in ARCGIS 10.1 determined best course of action for biological control for air potato, lead projects on Micro plastics and others.

5. SCA/ The Nature Conservancy – Hobe Sound, FL

2012-2013

Blowing Rocks Preserve: Steward & SCA Intern

Assisted with managing a 73-acre barrier-island preserve, performed restoration with local and regional partners.

Responsibilities included: Conducted nature tours and habitat management. Conducted oversight of contractors; provided light grounds maintenance, trail trimming, building maintenance, construction, and vehicle/equipment maintenance. Visitor management, operations and site maintenance, patrolled preserve using ATV.

Skills: Articulate public speaker. Team leader/player. Served on multiple boards. Collaboration Proficient in Arc GIS and MS Office software. Certified Stormwater Inspector. Volunteer coordinating 10+ years. Experienced in field identification of flora and fauna. Experienced in water quality monitoring. Proficient in operating boats, off-road vehicles and trucks with trailers and tractors. MOCC certified. Open Water SCUBA certified (NAUI). Red Cross CPR certified.

Applicant Name: austin ekonomou

Applicant Address: 1432 parkway dr. 7B
Address
melbourne florida 32935
City State Zip Code

Telephone Number: 3215434535 E-mail: austinallenekon@gmail.com
(Area Code)

Business Address: 515 E Altamonte drive
Address
altamonte springs Florida 32701
City State Zip Code

Telephone Number: 4073318883
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 402

Verified by City Clerk Staff (Initials): JLS

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☐	Affordable Housing Advisory Committee* *Check qualifications on Page 2	☐	General Employees' Pension Plan Board of Trustees ²	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☒	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☐	Planning and Zoning Board ²
☐	Citizens' Advisory Board ¹	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Police Officers' Retirement Trust Fund Board of Trustees ²
☐	Code Enforcement Board ²	☐	Melbourne Economic Enhancement District Advisory Committee	☐	Zoning Board of Adjustment ²
☐	Firefighters' Pension Plan Board of Trustees ²	☐	Melbourne Housing Authority	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- **Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.**

- ☒ I **do not** serve on any other board or committee.
- ☐ I currently serve on the following boards/committees:

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

➤ **Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.**

- ☒ I am **not** employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
 - Code Enforcement Board
 - Firefighters' Pension Plan Board of Trustees
 - General Employees' Pension Plan Board of Trustees
 - Historic and Architectural Review Board
 - Planning and Zoning Board
 - Police Officers' Retirement Trust Fund Board of Trustees
 - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

APPOINTMENT PROCESS

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at <https://melbournefl.portal.civicclerk.com/>.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
 - General policies that apply to all boards.
 - Attendance requirements.
 - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
 - Review of the duties and scope of the board, including current items/projects being considered.
 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____



Date: _____

03/27/2026

I am a 32-year-old Florida native who has lived in Brevard County for the majority of my life, giving me a strong connection to the local community and its growth. I attended Viera High School and Merritt Island Christian School, where I was actively involved in athletics, playing football throughout my high school years. This experience helped develop my discipline, teamwork, and leadership skills.

In addition to my high school education, I earned college credits through Eastern Florida State College, further expanding my academic and professional foundation.

Having spent over three decades in Brevard County, I bring a deep understanding of the area, its people, and its opportunities, along with a strong work ethic and commitment to community involvement.