



City of Melbourne, Florida City Council Agenda

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

April 28, 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 One through Six except that the Mayor will vote last as provided by City Code and the Vice Mayor will vote second to last.

A. OPENING

1. **Invocation** - Father John Triolo, Ascension Catholic Church
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
 - a. Proclamation declaring May 3-9, 2026 as "National Drinking Water Week"
 - b. Certificates for the Winners of the National Drinking Water Week Drop Savers Poster Contest
 - c. Proclamation declaring May 3-9, 2026 as "National Small Business Week"
 - d. Presentation of Employee Service Awards
 - e. Exceptional Citizen Award Presentation to Samuel Plummer
5. **Approval of Minutes** - April 14, 2026 Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. **Ordinance No. 2026-18, Certificate of Occupancy Process:** (Second 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) (First Reading - 4/14/2026)

C. NEW BUSINESS

9. Utilization of the Horizontal Directional Drill Services contract for additional utility conflict deflections for the Sarno Road Emergency Force Main Replacement, Project No. 32726, Concurrent Utility Services LLC, Rockledge, FL - \$152,344.67.

10. **CONSENT AGENDA:**

- a. Purchase of a replacement heavy-duty service crew truck for the Streets Division, Bozard Ford, St. Augustine, FL - \$191,537.

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

12. **Ordinance No. 2026-19, Creative Playground:** (First Reading/Public Hearing) An ordinance granting a conditional use to allow the sale and consumption of alcoholic beverages (beer and wine) on premises as an accessory use to an interactive arts and crafts business in a 1,654±-square foot unit within a 3-unit building located on 0.20±-acre developed acres, zoned C-3 (Central Business District), located on the west side of Highland Avenue, south of Eau Gallie Boulevard and north of Montreal Avenue (1416 Highland Avenue). (Owner - Gorezik LLC, Derek Gores) (Applicant/Representative - Joshua Lehman) (P & Z Board - 4/2/2026)

13. **Ordinance No. 2026-20, Olde Eau Gallie Riverfront CRA Plan Amendment:** (First Reading/Public Hearing) An ordinance amending Chapter 20, Article VI, Olde Eau Gallie Riverfront Community Redevelopment Agency to amend the Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA) Redevelopment Plan to update the duration of the Agency consistent with the Revised and Restated Interlocal Agreement with Brevard County and Brevard County Resolution No. 2026-031. (P & Z Board - 4/2/26)

14. Discussion on the City's enhanced Code Enforcement process. (Postponed - 4/14/2026)

15. Discussion on Volunteer Boards.

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.

Memorandum

To: Department Directors
Thru: Ruth Lovejoy, Acting Director of Human Resources
From: Sally Alford, Administrative Assistant III
Date: March 30, 2026
Re: April 2026 Employee Service Award Presentation

The following employees will reach milestone anniversaries during the month of April 2026. Employees receiving a service pin and gift card for twenty years or more of service are provided a separate invitation to attend a Service Award presentation on **Tuesday, April 28th** at 6:30 p.m. in the Council Chamber.

Twenty-Five Years

Sheridan Shelley - Police Operations
Jody Kahler - Fire Operations

Twenty Years

Robert Ober - City Manager
Stephen Koubek - Police Operations
Rodney Calloway - Fire Operations

Fifteen Years

Michael Sicilia - Water Production

Five Years

Ross McGinn - Financial Services
Angel Aguilar - Parks Maintenance
Kenneth Lowke - Crane Creek Golf Course
James Micciantuono - Police Operations
Olivia Bachtold - Community Development
Michael Hamel - Streets Management
Tracey Mack - Water Distribution
Garrett Hembree - Water Distribution
Matthew Vega - Water Production

Gift card expenses for Service Awards are charged to the department budget object number 515000 and the gift card processing fees and costs for service pins for 20 or more years of service will be charged to object number 552000.

Attached is a spreadsheet reflecting charges that will be made to your specific operating expense line item for gift cards.

Thank you.

cc: Tammie Rodriguez, Payroll Specialist

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

A. OPENING

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

Present:

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

4. Proclamations and Presentations

Council Member Mimi Hanley asked if Council would consider postponing Item 18 relating to the discussion on the city’s code enforcement process to the April 28 regular City Council meeting (at 6:30 p.m. at Melbourne City Hall). There were no objections from City Council.

Mayor Alfrey and City Manager Jenni Lamb congratulated Ms. Dorothy “Dot” Lindon on being the recipient of the “Service Act Award” from the Congressional Medal of Honor Society. A video documenting Ms. Dot’s service to the community was shown.

Mayor Alfrey presented two proclamations, one declaring April 12-18, 2026 as “National Public Safety Telecommunicators Week” to Deputy Chief David Waltemeyer and staff of the Melbourne Police Department and the other declaring April 24, 2026 as “Arbor Day” to Parks and Recreation Director Nikki Caldwell and staff.

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The Exceptional Citizen Award presentation to Samuel Plummer was postponed.

5. Approval of Minutes – March 24, 2026 Regular Meeting

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

6. City Manager's Report

Mrs. Lamb provided an update on the Downtown Core Streetscape Project, stating that staff presented the budget for upcoming capital improvement plan projects to the Downtown Melbourne CRA Advisory Committee on April 3. The Advisory Committee members expressed concerns regarding overall project cost, potential impacts to merchants during construction, and the loss of other important CRA projects. 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.

Mrs. Lamb also provided an update on the Small Business Incentive Program and the discussion that occurred with the Downtown Melbourne CRA Advisory Committee.

Finally, Mrs. Lamb reminded Council of the public meeting regarding Fire Station 72 that is scheduled for Monday, April 20 at 5:30 p.m.

Mr. Smith noted that he spoke to the City Attorney regarding the Small Business Incentive Program and continues to work on ways to influence the growth of small business in Downtown Melbourne.

7. Public Comments

Tammy Dennis, Indialantic, coordinator for Education and Citizenship Armed Forces Coalition, invited Council to attend the upcoming United States Military Enlistment Ceremony at Viera High School on April 17th at 5:00 p.m.

Dan Torchio, 1100 Luminary Circle, shared his concern with the loud noises that are occurring across the street from his home. He noted that he has spoken to the Melbourne Police Department and the issue has not yet been resolved.

Mrs. Lamb reported that the city is proactively monitoring the area and are providing a higher presence of police officers during the nighttime hours. She also noted that she will speak to the Police Department about testing decibel levels.

Larry Snider, Brevard County, proposed the idea that the City of Melbourne form a sister city relationship with the City of Nanaimo, Canada, as they are also known as the Harbor City.

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Theresa Clifton, Executive Director of the Brevard Humane Society and Molly Mutt Thrift Shop, noted that Molly Mutt recently obtained a new location with the help of a private donor; however, she has been having issues with the city's Code Enforcement division due to periodically housing cats that are up for adoption. She asked that Council help her move the process along.

Mrs. Lamb reported that staff is requesting a meeting with Ms. Clifton to discuss the issues occurring.

Shannon Blair, Palm Bay, discussed the importance of Arbor Day and keeping Earth clean. She also asked that Council consider adopting the Plant Based Treaty.

At this point in the agenda, the Mayor noted that he would be moving Item 13 up to the next item and that following Item 13, Council will resume the normal order of the agenda.

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.

City Attorney Adam Conley read the ordinances by their titles.

Council Member Mark LaRusso asked if a property will be asked to annex into the city following the bill that was being considered by the Legislature. Attorney Conley noted that the referenced bill has not been signed yet and that the version presented to the Governor for signature would be effective in 2027. Once the bill goes into effect, revised City Code language will need to be adopted. (NOTE: following the meeting, Attorney Conely e-mailed City Council noting that

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this response was inaccurate. The referenced bill was tabled and the companion Senate Bill was not accepted by the House to present to the Governor.)

Mrs. Lamb noted that the waterline is already in place.

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

Moved by Neuman/Bassett for approval of Ordinance No. 2026-14, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

Moved by Neuman/Kennedy for approval of Ordinance No. 2026-15, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

Moved by Neuman/Kennedy for approval of Ordinance No. 2026-16, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

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)

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

Moved by Neuman/Smith for approval of Ordinance No. 2026-17. The roll call vote was:

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

Motion carried unanimously.

C. NEW BUSINESS

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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.

(Mr. Neuman stepped out of the chamber at 7:37 p.m.)

Public Works and Utilities Director Jennifer Spagnoli reported 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.

Moved by Hanley/Bassett for 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. Motion carried unanimously. Mr. Neuman was absent for the vote.

11. Contract award for Street Sweeping Services, Sweep One, LLC, Sanford, FL - \$176,160.

(Mr. Neuman returned to the chamber at 7:39 p.m.)

City Engineer James Ennis reported that 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 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

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roadways for compliance with the additional maintenance of traffic requirements to perform work within FDOT right-of-way.

Mr. LaRusso asked how weather will affect these dates. Mr. Ennis noted that they will adjust these months if weather pushes their sweeping back in dates.

Moved by Bassett/Neuman for approval of a contract award to Sweep One, LLC, Sanford, FL, for street sweeping services, in the amount of \$176,160. Motion carried unanimously.

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.

Mr. Ennis reported that 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

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plans and permitting with Brevard County and other agencies. The work will be completed within 165 days from the Notice to Proceed.

Mr. Smith asked how the coordination is going with Brevard County and the HOA for the traffic signal. Mr. Ennis noted that Brevard County is on board with this project and the city is providing them with all requested information on the project. Mr. Ennis discussed the HOA's landscape island that is essentially separate from the subdivision tract and in the city's right-of-way. The HOA will be coordinated throughout the entire design process, but the appropriate information and layout needs to be available to present to the HOA.

Vice Mayor Julie Kennedy noted that when the HOA was at a previous City Council meeting, they seemed excited for this project. She asked how many staff hours have been put into this without the HOA's approval at this point. Mr. Ennis stated that he did not have an exact number at this point. He described the work involved with getting the proposed improvement documents ready.

Attorney Conley also noted that the HOA's attorney reached out to the city to discuss the project; however, it was only a conversation on a conceptual basis.

Mr. Neuman asked if the HOA is aware of the scope of this project. Attorney Conley responded yes.

Council Member Mimi Hanley also reiterated Vice Mayor Kennedy's point that when the HOA discussed this project before, it was pushing for this project to happen.

Moved by Smith/Neuman for 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. Motion carried unanimously.

13. **Resolution No. 4414:** A resolution adopting the honorary street name of "Ms. Dot Linson Circle" for a public street named Colbert Circle.

Mr. Ennis reported that 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.

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Joseph McNeil Jr., 804 Poplar Lane, expressed his support for this renaming.

Moved by Neuman/Smith for approval of Resolution No. 4414. Motion carried unanimously.

Ms. Dot was presented with a commemorative honorary street sign.

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

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.

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- 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.

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

- 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.

Assistant to the City Manager Rebecca Thibert reported that 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 proposals for disposition of the property and are provided in the agenda package.

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Staff is requesting that City Council consider the 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.

Mr. Neuman noted that he has sent some ideas to Mr. Dittmer on what the property can be used for in the community. He asked for details on an upcoming economic study for the University Boulevard area. Mrs. Lamb replied that it is something that will be something for the upcoming budget if funding is available. She added that it would be approximately six months to complete the study.

The Mayor noted that there are public speakers wishing to speak on this item.

Rev. Nathaniel Harris, Macedonia Community Development Corporation of South Brevard, shared his appreciation for Council's aid in affordable housing in the Melbourne community and noted that his corporation will utilize this property as an administrative office to help residents in the area.

Ray Lea, Malabar, shared a presentation on how the Macedonia Community Development Corporation of South Brevard has served the community of Melbourne and why this property will be of great value to this organization if Council selects it as the p buyer for this project.

Joseph McNeil Jr., 804 Poplar Lane, representing the Concerned Citizens Committee of South Brevard, Inc., discussed how this property could be vital for their wrap around community services related to mental health care. He discussed how preventing children from going into foster care or having drug-related issues is a win for the community. He noted that a private investor has come forward to help with their proposal.

Tyrone Bryan, Melbourne, stated that the Concerned Citizens Committee is planning to address a need in the community. He discussed how they plan to use the property to have access to various opportunities for care.

Wendi Wengel, Melbourne, discussed her life experiences and expressed her support for the selection of the Concerned Citizens Committee of South Brevard, Inc. as the buyer.

Chad Wengel, Melbourne, expressed his support for the selection of the Concerned Citizens Committee of South Brevard, Inc. as the buyer and the importance of investing in the community's youth.

Judge A.B. Majeed, representing Hi Tech Development Group, Inc., Bright Horizons Academy, Inc. and the Islamic Society of Brevard County, noted that these three organizations have decided to merge their offer into one. He discussed the public and community intent with this property, including improving

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the structure's interior and exterior and using the facility for continuing education and civic and moral responsibilities.

Mr. Neuman asked for clarification on the intended use of the property, since the three organizations that were referred to submitted three different bids with different proposals. Judge Majeed stated that the property will be an education institution regardless of which offer is picked.

Vice Mayor Kennedy asked for clarification on the bid amount if all three organizations are going to be considered as one. Judge Majeed replied that the bid is \$350,000.

Ms. Hanley expressed her confusion with Judge Majeed's comments. Attorney Conley commented that Judge Majeed's comment allude to a consolidation of purpose between the three bids. He noted that this is not a formal solicitation process and continuing, asked if the representative from Hi Tech Development Group, Inc. has provided any confirmation to support Judge Majeed's comments. Judge Majeed noted that Mr. Rafeek is in the audience to support the proposal.

Mr. LaRusso asked if staff knew this consolidation was happening prior to the start of this meeting. Attorney Conley replied that he did not. Mrs. Lamb replied her office found out late this afternoon that the three organizations had a connection to the Islamic Society. Mrs. Thibert stated that Judge Majeed phoned her this afternoon to tell her he would be speaking and representing the three organizations.

Mr. Neuman asked if there are any zoning issues with any of these proposals. Mrs. Dittmer noted that following the explanation from Judge Majeed, there does not appear to be any concerns. Continuing, Mr. Neuman asked about the state of the building. Mrs. Thibert reported that although an older building, the property is likely in need of air conditioning and a new roof.

Ms. Hanley commented on the earlier referenced study. Mrs. Lamb noted that the study has not been approved in the budget – it is not being undertaken at this point. Ms. Hanley asked how much such a study would cost. Mrs. Dittmer noted that it depends on what the study would look like, but a guess is around \$100,000. Ms. Hanley asked where the funding would come from. Finance Director Ross McGinn reported that there is already funding for projects such as this study.

Discussion continued.

Mr. Smith disclosed that he has a voting conflict of interest and therefore, will abstain from voting on this item (see attached voting conflict of interest form). He described his conflict as the fact that he holds the position of Vice President with the Concerned Citizens Committee of South Brevard, Inc. Continuing, Mr. Smith stated that he believes a study needs to be done for the South Melbourne study.

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Council Member Rachael Bassett asked what services are being offered by the Citizens Committee. Mr. Bryan described further what “youth drop-in services” would look like.

Following discussion with the City Attorney about how to select a primary and alternate buyer, a roll call was taken for Council Members to select their preferred primary buyer:

Concerned Citizens Committee of South Brevard, Inc.: LaRusso and Bassett

Macedonia Community Development Corporation of South Brevard: Neuman, Hanley and Kennedy

Hi Tech Development Group, Inc.: Alfrey

(Note: Mr. Smith did not participate in the roll call.)

Moved by Neuman/Kennedy to select Macedonia Community Development Corporation of South Brevard as the primary buyer. Motion carried unanimously. Mr. Smith did not record a vote.

A roll call was then taken for Council Members to select their preferred alternate buyer:

Concerned Citizens Committee of South Brevard, Inc.: LaRusso, Neuman, Bassett and Hanley

Hi Tech Development Group, Inc.: Kennedy and Alfrey

(Note: Mr. Smith did not participate in the roll call.)

Moved by LaRusso/Bassett to select Concerned Citizens Committee of South Brevard, Inc. as the alternate buyer. Motion carried unanimously. Mr. Smith did not record a vote.

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)

Community Development Director Cindy Dittmer reported that the proposed Code amendment is intended to enhance the coordination of the completion of a development project between three 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

City of Melbourne, Florida
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April 14, 2026

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 (CO).

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.

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

Moved by LaRusso/Neuman for approval of Ordinance No. 2026-18 based upon the findings contained in the Planning & Zoning Board memorandum. Motion carried unanimously.

18. Discussion on the City's enhanced Code Enforcement process.

This item was postponed by Council to the April 28 meeting.

19. Appointment of three regular members to the Beautification and Energy Efficiency Board.

Moved by LaRusso/Neuman to appoint Nicholas Sanzone, George Kobosko, Stephan Newman and Austin Ekonomou as a regular members. Motion carried unanimously. (Terms: Sanzone and Kobosko – April 14, 2026 through February

City of Melbourne, Florida
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12, 2027, unexpired three-year term; Newman and Ekonomou – April 14, 2026 through February 12, 2029, unexpired three-year term.)

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Mr. Neuman asked for staff to start the process to procure more information on an economic study in the south Melbourne corridor. Mrs. Lamb noted that a proposal can be obtained, and it can be added to a quarterly budget adjustment. Mrs. Dittmer noted that staff can speak with the consultant to obtain some ideas following some guidance from Council on the scope of the study.

Ms. Hanley noted that she attended the TPO Safety Conference in Sumter County.

Mr. Smith noted that he will be bringing more information to the discussion on the next agenda regarding volunteer advisory boards to include board member profiles. Additionally, Mr. Smith discussed the valuation of the city's CRAs as of 2025. Brief discussion occurred on the city's CRAs.

Mr. LaRusso discussed various e-mails that have been sent to City Council from city staff and some concerned citizens. One issue he intends to spearhead and bring back to Council relates to the Eau Gallie harbor and the challenges there. Continuing, he expressed concern about various House Bills that were considered by the Legislature this year.

In closing, Mr. LaRusso discussed the City Code language that includes the procedure Council is to follow when a member cannot attend a City Council meeting. He recommended that the language be updated to include the words "shall notify the City Clerk in writing" with the reason for non-attendance. There were no objections for staff to prepare an ordinance related to this change.

Vice Mayor Kennedy noted that a Council discussion on e-bikes will be scheduled for the first meeting in May.

E. ADJOURNMENT

The meeting adjourned at 9:25 p.m.

Assistant City Clerk – April 22, 2026

Approved by Council:

Attachment: Form 8B – Memorandum of Voting Conflict of Interest, Item 18 (pending)

Memorandum

To: Mayor and Council
From: Jenni Lamb, City Manager
Date: April 23, 2026
Subject: City Manager's Report – Meeting of April 28, 2026

Updates:

- Staff is preparing a discussion item for the May 12, 2026 Council meeting to provide an update on the Fire Station 72 replacement.
- Brevard County Mosquito Control is required to have written authorization in order for aerial pesticide operations to be conducted over the City under Federal Aviation Regulations Chapter 137.51 (b) (1). Per standard administrative practice, the letter of authorization was provided to Brevard County Mosquito Control on April 23, 2026 and aerial coverage will be effective through the next renewal date of May 31, 2029.

Retirements:

- Dave Lindsay, Facilities Maintenance Supervisor, on April 30, 2026, after 29 years of service.

Upcoming Events:

- The Downtown Melbourne Stakeholders Meetings will be held on April 23, 2026 from 5:30 p.m. to 6:45 p.m. in the Council Chambers.
- The Melbourne Police Community Relations Council meeting will be held on Thursday, May 14, 2026 from 6:00 p.m. to 7:30 p.m. at the Melbourne Public Library on Fee Avenue.

CITY MANAGER'S ACTIVITY REPORT MARCH 2026

For Activity from March 1 to March 31, 2026

Public Assembly Permits Issued

- 3/1/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 3/7/26 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 3/7/26 Riverview - TCS Foods - Farmer's Market
- 3/8/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 3/14/26 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 3/14/26 Riverview - TCS Foods - Farmer's Market
- 3/15/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 3/21/26 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 3/21/26 Riverview - TCS Foods - Farmer's Market
- 3/22/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 3/22/26 Eau Gallie Square - Space Coast Pride Event
- 3/28/26 Riverview - TCS Foods - Farmer's Market
- 3/28/26 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 3/29/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding

Purchases Approved by the City Manager

- Emergency Request for Concurrent Environmental Services, LLC to install new 12-inch ductile iron water main deflection to accommodate the City's Southwest Trails project without causing extensive project delays - \$92,174.48.
- Purchase of a replacement pick-up truck for the Police Department, Duval Fleet Sales, Jacksonville, FL - total amount \$52,397.
- Purchase of Services for Fire Station 74 Bathroom Remodel, Mila Business Concepts LLC, Clermont, FL - Estimated cost is \$39,200.
- Purchase of Exhaust Fans for the Water Production Division, Ventilation Specialists Inc., Winter Haven, FL - estimated cost of \$87,600.
- Purchase and installation of flooring and cove base for Joseph N. Davis Community Center (JDCC), Carpet Fashions, Inc., Palm Bay, FL - \$24,890.
- Purchase of repair services to replace boom hose and boom hydraulic cylinder for vac-truck for the Wastewater Collection Division, Pat's Pump & Blower, Orlando, FL - total estimated amount of \$20,159.
- Approval to increase existing purchase order 26000073 by \$9,445 for Crane Creek Reserve Golf Course Lounge. Carroll Distributing, Melbourne, FL - \$24,445.
- Emergency repairs for solid waste discharge drying pad at D.B. Lee Water Reclamation Facility with Concurrent Environmental Services LLC - \$14,760.
- First Amendment to increase annual spend level by \$16,494 for liquid carbon dioxide for the Water Production Division, Matheson Tri-Gas, Inc., Irving, TX - total estimated annual amount of \$375,054 and total estimated contract amount of \$750,108.
- Purchase of (2) Submersible Pumps for the Lift Station Operations Division, Power & Pumps, Inc. - Jacksonville, FL - estimated cost of \$56,627.34.

- Emergency repairs to Bar Screen No. 1 at D.B. Lee Water Reclamation Facility with Parkson Corporation - \$388,817.
- Increase to an existing purchase order by \$8,000 for the Parks Division for blown-in mulch at playgrounds - IMulch, Inc., Oakland, FL - Total amount \$23,000.
- Purchase of Verkada Video Cameras and Installation for Joseph N. Davis Community Complex, Project No.11523, Atlantis Electrical Systems, LLC, Palm Bay, FL - \$44,306.66.

Engineering Activity

Consultant Task Orders

- ***Task Orders Approved by City Manager***
 - Canova Beach Pump Station, Project No. 31418, consists of obtaining a Brevard County permit, constructing 85 linear feet of eight-foot-tall chain-link fence and the installation of sound proof fabric on the fence, \$21,000.
 - Subsurface Exploration and Geotechnical Engineering Evaluation, Project No. 20019, consists of collecting soil stratigraphy data and groundwater level data at the location of the Apollo Blvd. /General Aviation Baffle Box site, Ardaman & Associates, Inc., \$19,890.50.
- ***Task Orders Approved by City Engineer***
 - Apollo Blvd. Baffle Box Construction Survey, surveying services that consist of location and elevations of the top of in-place sheet piles, location of existing well points and location of borings/piezo by Ardaman, a sketch of survey of the results, DRMP, Inc., \$3,975.

Development Plan Approvals

- ***Substantially Approved Plans (Pending Pre-construction Meeting)***
 - LAI-KWAN-JIMENEZ, ENGR2024-0010, New parking area and required landscaping.
 - Jackson Street 10-Plex, ENGR2024-0017, Construction of 10 multifamily building with associated parking, utilities and stormwater management system.
 - The ABC Company, ENGR2025-0002, Construction of 67,200 Sf of warehouse with associated site improvements.
 - VFW 4206 Parking Expansion, ENGR2025-0004, A parking lot expansion and stormwater upgrades for the existing building to provide additional parking. There are no proposed structural changes or utilities changes to the existing building. There is no existing permit for Stormwater treatment for the existing site. Tree preservation has been maximized to the fullest extent feasible.
 - View Apartments, ENGR2025-0006, The proposed improvements consist of a 115 Foot tall 10-story, 246-unit multifamily building with multistory parking garage with four parking decks. This will require a conditional use approval for the additional height.
 - Dairy Queen, ENGR2025-0016, 2495 N. Wickham Rd.
 - Walmart 1702 EV Charging Station Install, ENGR2025-0022, Installation of EV chargers in parking lot. Requires restriping of existing parking stalls for new EV charging stalls, transformer and switchgear.
 - The View at Palm Shores, UTIL2025-0011, Water only service connection @ 5560 N. Highway 1, Palm Shores.

- **Approved Plans**
 - Florida Recycle and Garden Center, ENGR2024-0024, Improvements to Recycle Center and the addition of a 900 SF Garden Center.
 - Melbourne Architectural – 325 East Dr., ENGR2025-0019, An addition of a new 55'x95' building expansion to the existing 12,000 square foot manufacturing facility. This expansion will also include a 20-foot overhang on the north side of the building for covered storage
 - 408 Strawbridge Building, ENGR2026-0002, Construction of a two-car garage & addition of 6 parking spaces for an existing office building in the downtown CRA.

Development Final Inspections

- **Final Inspections**
 - Fairfield Inn, ENGR-2017-00008, An approximate 6,985 sq ft building with 91 units located at 2450 N. Hwy. A1A.
 - Tidal Wave Auto Spa, ENGR2023-0025, Demolition of existing multiple tenant commercial building and construction of new drive thru carwash and all associated infrastructure.
 - Sunbelt Rentals, ENGR2023-0036, Construction of 4500 square foot retail structure for large equipment rentals, 9000 square foot shop building, associated equipment parking and storage areas.
- **Certificate of Completions Issued**
 - None this month.

Capital Improvement Project Final Inspections

- None this month.

Miscellaneous

- **Capital Improvement Projects**
 - **Pre-Construction Meetings**
 - None this month.
- **Total Applications Reviewed**
 - Permits/Plans: 273.
 - Right-of-Way Permits Approved: 17.

Engineering Construction Plan Submittals

- None this month.

Development Activity

Formal Application Submittals

- FOC2026-0004 / TEXT2026-0004 / Affordable Housing: Finding of Consistency and Zoning Text Amendment amending City Code, Part III, Appendix B, Article V, Section 4 (G), Monitoring and Compliance.
- TEXT2026-0003 / CBOZ Boundary: Zoning Text Amendment Request to extend the applicable area for the Central Business Overlay Zone.
- FOC2026-0003 / Mayfair Community Development District Contraction: Finding of Consistency amending City Code, Chapter 20, Article IX, Section 20-289 and Section 20-291, to amend the jurisdictional boundaries of the Mayfair Community Development District (CDD).

New Construction

- 676 Atlantis Rd Melbourne, FL 32904, Warehouse, Melbourne Business & Storage Center
- 1070 Prospect Av Melbourne, FL 32901, Commercial, Crane Creek West

Certificate of Occupancy

- 2000 W Nasa Blvd Melbourne, FL 32901, Addition, Northrop Grumman
- 1030 Gull Ln Melbourne, FL 32901, Build Out, Go Store It Self Storage

Internet Statistics

- Users – 53,000
- Pageviews – 138,000

Parks and Recreation Rentals

Facility Name	Number of Rentals
Ballard Park Pavilions	13
Brothers Park	0
Crane Park Pavilion	0
Eau Gallie Square	6
Front Street Gazebo	0
Front Street Pavilions	6
Jimmy Moore Pavilion	0
Eddie Lee Taylor, Sr. Park Pavilion	0
Pineapple Park Gazebo	0
Riverview Park Pavilions	11
Sherwood Pavilion	0
Southwest Pavilion	2
Wells Park	0
Eau Gallie Civic Center	33
Crane Community Center	11
Front Street Civic Center	25
Joseph N. Davis Community Center	0
Eddie Lee Taylor, Sr. Community Center	7
Melbourne Auditorium	16
Wickham Park Community Center	35

Water & Sewer Connection Permits

Inside City	Water	Sewer
Residential	8	8
Commercial	0	0
Outside City	Water	Sewer
Residential	2	0
Commercial	1	1
Relinquish Capacity	0	
New Connections	11	

Police Services

Type of Service	Number
Calls for Service Answered	9637
Traffic Contacts	1663
Traffic Citations Issued	1061
Parking Citations Issued	51
General Arrests	262
Narcotics Incident Offense Reports	6
Narcotics Arrests	39

Code Compliance Services

Fire Prevention Inspections	764
Building Inspections	1522
Building Permits	680
Code Enforcement Inspections	82
Non-permitted Signage	310

Fire Services

Residential	2
Commercial	4
Other	26
Mutual Aid	2
Rescue	1167
Miscellaneous	290
Total Fire Services	1491

HOUSING & URBAN IMPROVEMENT DIVISION

Community Development Block Grant (CDBG) & HOME Investment Partnerships Program (HOME)

- On March 23 and March 25, the Funding Recommendation Committee (Evaluation Committee) met to review the applications related to CDBG & HOME 2026-2027 Annual Action Plan, which will be brought before City Council in June of 2026
- Funding agreements for CDBG & HOME for FY 2025-2026 have been executed. The funding cycle ends on September 30, 2026.
- The substantial amendment to reallocate CDBG and CDBG-CV funds from FY 2019-2020 and 2020-2021 CDBG Action Plans was completed and approved by HUD. This Substantial Amendment will provide funding to Melbourne Fire Department for an activity benefitting a city CDBG target area.
- The Semi-Annual Labor Standards Report was submitted to the U.S. Department of Housing and Urban Development (HUD) on April 1. This report documents contracts executed by Local Contracting Agencies that are subject to the provisions of the Davis-Bacon Act.

Business Tax Receipts Issued

Business Name	Address	Application Date	Business Type	Business Location
Scott Aungst Roofing Llc	2518 Reed Ave Melbourne, FI 32901	1/20/2026	Contractor: Roofing	Home Base Business
Traffic & Mobility Consultants Llc	909 E New Haven Av Melbourne, FI 32901	1/28/2026	Professional Firm, Office, Clinic	Commercial
Eva La Cubinita Llc	2001 S Harbor City Blvd Melbourne, FI 32901	2/2/2026	Restaurants, Cafeterias	Commercial
Hava Java & T2	1005 E Strawbridge Ave Unit: Ste 5 Melbourne, FI 32901	2/19/2026	Beauty Salon	Commercial
The Psycho Barber Llc	1905 Municipal Ln Unit: Ste 202 Melbourne, FI 32901	2/19/2026	Barbershops	Commercial
Paradise A1a Llc	2450 N Highway A1a Melbourne, FI 32903	2/26/2026	Hotels And Motels	Commercial
Flush 'N Furious Inc	4470 Parkway Dr Melbourne, FI 32934	3/3/2026	Business Tax Receipt	Home Base Business
Consign And Design Interiors Inc	3680 N Wickham Rd Unit: C Melbourne, FI 32935	3/3/2026	Business Tax Receipt	Commercial
Utlus Inc	2428 Irwin St Melbourne, FI 32901	3/4/2026	Business Tax Receipt	Commercial
Lemonade Boys Llc	999 Mobile Food-Citywide Melbourne, FI 32901	3/5/2026	Business Tax Receipt	City Wide (Mobile Vending, Soliciting- Canvassing)
Apple Accreditation Inc	4840 Dairy Rd Unit: Ste 103 Melbourne, FI 32904	3/6/2026	Business Tax Receipt	Commercial
Dream Sleep Center Inc	109 Silver Palm Ave Unit: 110 Melbourne, FI 32901	3/10/2026	Business Tax Receipt	Commercial
Wickhum Walmart Ifix And Repair Llc	1000 N Wickham Rd Melbourne, FI 32935	3/11/2026	Business Tax Receipt	Commercial
Neo Home Health Llc	1313 Croton Rd Melbourne, FI 32935	3/13/2026	Business Tax Receipt	Commercial
It Is Well Integrative Health & Iv Therapy Llc	152 N Harbor City Blvd Unit: 100 Melbourne, FI 32935	3/13/2026	Business Tax Receipt	Commercial
Santello Rose	754 N Apollo Blvd Pmb 539 Melbourne, FI 32935	3/19/2026	Business Tax Receipt	Private Mail Box / Storage Unit
Rock Foundation Properties Llc	221 W Hibiscus Blvd Unit: #2013 Melbourne, FI 32901	3/19/2026	Business Tax Receipt	Private Mail Box / Storage Unit
Just Intime Handyman	1360 Lake Washington Rd Unit: 3 Melbourne, FI 32935	3/20/2026	Business Tax Receipt	Private Mail Box / Storage Unit
Sunradon Llc	1335 Gateway Dr Unit: 2004 Melbourne, FI 32901	3/23/2026	Business Tax Receipt	Commercial



Melbourne City Council
April 28, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	N/A
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	B.8.

Subject:

Ordinance No. 2026-18, Land Development Regulations Text Amendment (TEXT2026-0001)
 Certificate of Occupancy Process

Background/Consideration:

This is the second 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

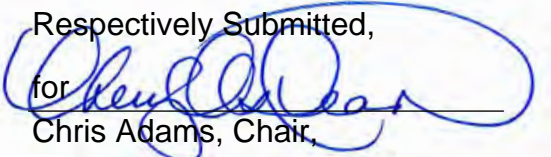
1. The proposed modifications to City Code are consistent with the goals and objectives of the Comprehensive Plan and will assist in the execution of policies within the Comprehensive Plan. The proposed revisions will implement policy language that address Certificate of Occupancy and Certificate of 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 14th day of April, 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 28, 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.9.

Subject:

Utilization of the Horizontal Directional Drill Services contract for additional utility conflict deflections for the Sarno Road Emergency Force Main Replacement.

Background/Consideration:

On October 12, 2025, Wastewater Collections staff identified a failure on the 16-inch ductile iron Force Main on Sarno Road near Kelmore Drive. Further inspection revealed deterioration of 380 linear feet of 10-inch pipe, 900 linear feet of 20-inch pipe and 400 linear feet of 24-inch ductile pipe. Based on these findings, an immediate replacement was recommended.

On October 28, 2025, City Council approved the recommendation authorizing a fund transfer from Project No. 30099 (Water & Sewer-Unappropriated Budget Savings), creation of Project No. 32726 (Sarno Force Main Replacement-Emergency), and utilization of City's Horizontal Directional Drill contract with Concurrent Utility Services, LLC. During the replacement work, additional utility conflicts were identified, requiring numerous deflections and routing adjustments with additional fittings along Sarno Road and into the D.B. Lee Water Reclamation Facility. Ground penetrating radar was needed to locate fiber along Sarno Road. Additional gate valves were installed at the request of staff for future isolation capabilities. The additional amount of this work with Concurrent Utility Services is \$152,344.67. A breakdown is provided.

Contract/Solicitation:

Fiscal/Budget Impact:

Funding is not sufficient in Capital Improvement Project No. 32726 (Sarno Road Force Main Replacement-Emergency). An administrative budget transfer in the amount of \$150,000 from Project No. 30099 (Water and Sewer - Unappropriated Budget Savings) is necessary to fund this additional work.

Requested Action:

Approval of utilization of the Horizontal Directional Drill Services contract for additional utility conflict deflections for the Sarno Road Emergency Force Main Replacement, Project No. 32726, Concurrent Utility Services LLC, Rockledge, FL - \$152,344.67.

CITY OF MELBOURNE



900 East Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7300

CHANGE ORDER NO. 1

PROJECT: Biosolids Improvements Grant Street and DB Lee WRF's

PROJECT NO.: 32726

NTP DATE: 10/28/25

TO: Concurrent Utility Services LLC

You are directed to make the following changes in this Contract:

Additions to include the following: MOT, addition of 3 gate valves and dewatering per contract pricing. Ground penetrating radar and soft digs to verify existing utilities due to fiber being installed in the Sarno ROW between bidding and installation of the emergency pipe. Additional manhours for deflecting around storm pipe, fiber, and force main, and demolition of old storm pipe and additional fittings for the deflections.

The original Contract Sum was.....	\$1,040,218.15
Net change by previous Change Orders.....	\$0.00
The Contract Sum prior to this Change Order was.....	\$ 1,040,218.15
The Contract Sum will be increased by this Change Order.....	\$152,344.67
The new Contract Sum including this Change Order will be.....	\$1,192,562.82
The Contract Time will be increased by.....	<u>0</u> Days
The Date of Completion as of the date of this Change Order therefore is.....	<u>6/25/2026</u>

This modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly and indirectly attributable to the changes ordered herein, for all delays related thereto and for performance of the changes within the time stated.

THIS CHANGE ORDER IS ACCEPTABLE TO CONTRACTOR:

Signed Patrick Johnson Title Regional Director Date 4/16/2026

RECOMMENDED AND APPROVED, CITY OF MELBOURNE:

Signed [Signature] Title Project Manager Date 4/21/26

Signed [Signature] Title City Engineer Date 4/21/2026

Signed _____ Title City Manager Date _____

Concurrent Environmental Services llc
 455 Guss Hipp Blvd
 Rockledge, Fl 32955



Job Proposal submitted to:
 City Of Melbourne
 Attn: Nic Coster
 900 E. Strawbridge Ave.
 Melbourne, Fl 32901
 Tel: 321.674.5726 fax: 321.674.5750 email: nicholas.coster@mbfl.org

Additional Investigations for Sarno Rd FM Completion					
Item No.	Discription	Quantity	Unit	Cost	Extended
OP-47	MOT - Lane Dividers - County	120	EA	\$60.00	\$7,200.00
	Gravity Sewer Conflict - Demo of conflicting storm pipe - Fiber Conflict on Sarno Rd	103	HR	\$537.84	\$55,397.52
	GPR Services - Verifying Existing Utilities	1	EA	\$7,805.29	\$7,805.29
OP-31	Install 2"-12" Gate Valve	3	EA	\$6,752.01	\$20,256.03
OP-39	Dewatering	1	EA	\$5,390.00	\$5,390.00
	Additional Fittings	1	LS	\$56,295.83	\$56,295.83
					\$0.00
					\$0.00
					\$0.00
TOTAL					\$152,344.67

We hereby propose to furnish labor and materials in accordance with the above specifications for the sum of: **\$152,344.67** If acceptable please sign below and issue your Purchase Order (if applicable). *Please note that full payment is expected within 10 days of receipt of invoice. Invoices not paid within 30 days will be assessed late fees @ 1.5% per month.*

Date 4/8/2026

Patrick Johnson
 Patrick Johnson
 Cell: 321-223-4759
 email: pjohnson@concurrentllc.net

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

AUTHORIZING
 PURCHASE ORDER #: _____
 Date _____

Printed Name _____
 & Title: _____
 Signature _____

City of Melbourne

THIRD AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES

Horizontal Directional Drill Services

Contract No. P25015K-0-2025/KL

This Third 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 30th, 2025, is hereby renewed for an additional twelve (12) month term beginning July 30th, 2026 through July 29th, 2027.
2. Except as expressly provided in this Third 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.

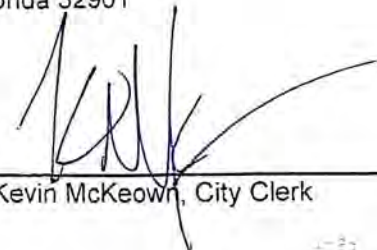
This Third Amendment shall become effective upon the last of the parties to sign.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

CONCURRENT UTILITY SERVICES LLC
a Florida limited liability company

By:  Date 4/3/26
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

By:  Date 04/02/2026
Name: Aaron Lafond
Its: President
455 Gus Hipp Blvd
Rockledge, FL 32955

Attest: 
Kevin McKeown, City Clerk

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.

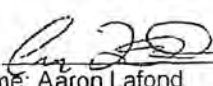
CITY OF MELBOURNE, FLORIDA

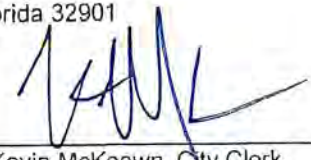
A Florida municipal corporation

CONCURRENT UTILITY SERVICES LLC

a Florida limited liability company

By:  Date 8/27/25
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

By:  Date 8/26/2025
Name: Aaron Lafond
Its: President
455 Gus Hipp Blvd
Rockledge, FL 32955

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)	\$ 58.04	\$ 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)	\$ 205.58	\$ 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: Jenni Lamb - Joan Junkala
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

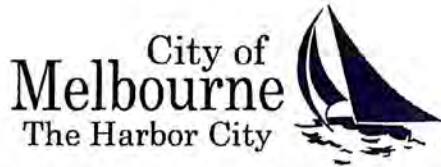
Attest: 
Kevin McKeown, City Clerk

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

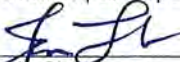
This Contract consists of the following documents: (Mark "X" where applicable)

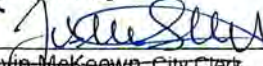
- Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services (Std Version 02/07/2024)
 - Exhibit A1. Statement of Work
 - Exhibit A2. Performance Standards
 - Exhibit A3. Maintenance Agreement
 - Exhibit A4. Pricing Schedule
- Exhibit B: Supplemental Provisions
- Exhibit C: Federal Compliance 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 Lamb, City Manager 7/24/25
Date

ATTEST: 
 Kevin McKeown, City Clerk

CONTRACTOR:

CONCURRENT UTILITY SERVICES LLC,
a Florida Limited Liability Company


 Signature: Aaron Laford 7/7/25
Date

Title: President

City Use Only Initial Method of Procurement (mark) <input type="checkbox"/> ITB # _____ <input checked="" type="checkbox"/> RFP # <u>P25015K-0-2025/KL</u> <input type="checkbox"/> 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: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 7-1 year terms <input type="checkbox"/> 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

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

4. INVOICING AND PAYMENT

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

5. NON-APPROPRIATION –

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

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

6. NON-EXCLUSIVITY

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

7. TERMINATION

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

8. FORCE MAJEURE

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

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

9. SCHEDULING AND ORDERS

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

10. WARRANTY

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

11. INDEPENDENT CONTRACTOR

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

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

12. SECURITY

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

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

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

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

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

15. INTELLECTUAL PROPERTY INDEMNIFICATION

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

16. GENERAL INDEMNIFICATION

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

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

17. COMPLIANCE WITH LAWS

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

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

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

18. RETENTION AND AUDIT

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

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

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

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

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

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

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

20. DISPUTES

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

21. ASSIGNMENT; SUBCONTRACTORS

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

require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

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

23. APPLICABLE LAW

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

24. HEADINGS

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

25. SURVIVAL

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

26. TIME

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

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

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

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EXHIBIT A1

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') horizontally of exit point shown.
 - Throughout its alignment, pilot hole shall be within five feet (5') of horizontal alignment shown and no shallower than vertical alignment shown.
 - Alignment shall have no intermediate high points that might trap air in pipe after installation.
 - Curvature of completed pilot hole shall not exceed that which after pipe installation will result in pipe wall stress greater than 0.50 yield stress.
- g) Acceptance: If pilot hole alignment fails to conform to specified requirements, Contractor shall drill a new pilot hole with alignment meeting specified requirements.
- h) Tunneling shall be performed by a steerable drill head with drill bit cutting process, utilizing a liquid clay, i.e. bentonite slurry drilling fluid. The drilling fluid will maintain tunnel stability and provide lubrication during the drilling process and to reduce frictional drag while the pipe is being installed. In addition, the clay fluid shall be totally inert and contain no environmental risk. The Contractor shall have a mobile spoils recovery system on-site to remove the drilling spoils from the access pits. The spoils shall be transported from the job site and be disposed of in accordance with local, state and federal regulations.
- i) Liquid clay type colloidal drilling fluid shall consist of high-grade, processed bentonite clay to consolidate cuttings of the soil, to seal the walls of the hole and to furnish lubrication for subsequent removal of cuttings. The slurry, shall be high in colloids of the bentonite type. Drilling fluid shall facilitate lubrication of the drill head, transport of drill cuttings stabilize the bore hole from collapse and inhibit the loss of slurry into surrounding formations. The drilling mud shall be in accordance with state/federal regulations and/or permit conditions. The Contractor shall install erosion and sedimentation control measures including, but not limited to, straw bales to prevent drilling mud from inadvertently spilling out of the entrance/exit pit.
- j) Mechanical, pneumatic, or water-jetting methods will be considered unacceptable due to the possibility of surface subsidence.
- k) After an initial bore has been completed, a reamer will be installed at the termination pit and the pipe will be pulled back to the starting pit. The reamer must also be capable of discharging liquid clay to facilitate the installation of the pipe into a stabilized and lubricated tunnel. All drilling fluids and cuttings brought to the surface shall be promptly removed and disposed of offsite.
- l) Upon completion of boring and pipe installation, the Contractor will remove all fluids, materials and spills from the starting and termination pits and project sites. All pits and project sites will be restored to their original condition.
- m) All waterways, ditches, wetlands and channels shall be protected by the Contractor from contamination by fluids and materials used and developed by the drilling process for this project. Contractor shall be fully responsible for any contamination of local waterways and wetlands by fluids and materials used and/or developed by the drilling process for this project.

- n) Contractor shall operate and maintain pedestrian and traffic barriers during all phases of construction activities and shall cover all open pits at the end of each working day.

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 pie, Contractor shall pressure test pipe as specified in City specifications. Contractor shall wait a minimum of twenty-four (24) hours before pressure testing of pipe.
- 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 affective 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

City of Melbourne, Florida
Summary of Action – Regular Meeting of the City Council
October 28, 2025

10. Work Order No. 24-06 to the contract for Asphalt and Milling Annual Resurfacing Program for the Kingsmill Subdivision Road Resurfacing and Restoration, Project No. 68122, V.A. Paving, Inc., Cocoa, FL - \$1,250,000.

Approved.

11. Task Order No. DRMP-I-2025-001 to the Continuing Contract for Professional Engineering Services for Riverview Park Roundabout and Parking Improvements, Project No. 13323, DRMP, Inc., Merritt Island, FL - \$89,480.

Approved.

12. Task Order No. DRMP-U-2025-001 to the Continuing Contract for Professional Engineering Services for the Lift Station No. 55 Rehab, Project No. 32526, DRMP, Inc., Merritt Island, FL - \$109,275.

Approved.

13. Sarno Road Emergency Force Main Replacement, Project No. 32726, in the amount of \$1,040,218.45.

a. Authorization to establish Project No. 32726 and a budget transfer in the amount of \$1,041,000 from Project No. 30099.

b. Utilization of Horizontal Directional Drill Contract P25015K-0-2025/KL for the Sarno Road Emergency Force Main Replacement to Concurrent Utility Services LLC, Rockledge, FL - \$1,041,000.

Approved.

14. CONSENT AGENDA:

a. Utilization of contract pricing for wireless air cards for multiple departments, Verizon Wireless, Basking Ridge, NJ - estimated annual cost of \$210,676.20.

b. Grant Funding Agreement between the City of Melbourne and Daily Bread, Inc./Providence Connects for Housing Case Manager services in the amount of \$100,000 for FY 2025-2026.

c. Grant Funding Agreement between the City of Melbourne and Eau Gallie Arts District Main Street, Inc. for providing a designated Florida Main Street Program within the Olde Eau Gallie Riverfront Redevelopment Area in the amount of \$85,000 for FY 2025-2026.

Vice Mayor Neuman announced that Item c. was removed from the consent agenda at the request of Council Member LaRusso. Items a and b were approved.



Melbourne City Council
October 28, 2025
City Manager's Item Report

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	4
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.13.

Subject:

Request to utilize Contract P25015K-0-2025/KL with Concurrent Utility Services LLC for the Sarno Road Emergency Force Main Replacement Project No. 32726.

Background/Consideration:

On October 12, 2025, City staff was notified of a wastewater force main break at 1070 Sarno Road and immediately mobilized to investigate. It was determined to be a break on a 16-inch ductile iron force main. This 16-inch force main transfers raw wastewater from Lift Station No. 23 to the D.B. Lee Water Reclamation Facility (WRF). In order to complete the repair, two (2) line stops and a 12-inch bypass had to be installed and 130 linear feet of ductile iron pipe was replaced with C900 polyvinyl chloride (PVC).

Between the repair and D.B. Lee WRF there is another 380 linear feet of 10-inch and 900 linear feet of 16-inch old ductile iron pipe in the Sarno Road right-of-way that is recommended for immediate replacement to avoid another similar incident resulting in emergency repairs and potential wastewater spills. There is also an additional 400 linear feet of 24-inch old ductile iron force main within the plant site that has had multiple repairs in the last two (2) years and is recommended for immediate replacement. Replacing the ductile iron pipe will strongly reduce the chances of another wastewater force main break in this area, resulting in a potential discharge to the Indian River Lagoon.

A quote was requested from Concurrent Utility Services LLC utilizing City Contract P25015K-0-2025/KL Horizontal Directioned Drill Services. The scope for work consists of mobilization, maintenance of traffic, directional bore of 380 linear feet of 10-inch high-density polyethylene (HDPE) force main, 900 linear feet of 20-inch HDPE force main, and 400 linear feet of 24-inch HDPE force main with line stops, fittings and connections to existing valves, grouting the existing force mains after the new mains are placed in service, restoration and as-built survey.

Fiscal/Budget Impact:

Funding is not available for this project. A new Project No. 32726 needs to be established and a budget transfer in the amount of approximately \$1,041,000 from Project No. 30099 (Water and Sewer Project unappropriated Budget Savings) is necessary to appropriate funds for the project.

Requested Action:



A. Authorization to establish Water and Wastewater Capital Improvement Project No. 32726 and a budget transfer from Project No. 30099.

B. Request to utilize Contract P25015K-0-2025/KL with Concurrent Utility Services LLC of Rockledge, FL for the Sarno Road Emergency Force Main Replacement, Project No. 32726, for a not-to-exceed amount of \$1,041,000.

Concurrent Environmental Services llc
 455 Guss Hipp Blvd
 Rockledge, Fl 32955



Job Proposal submitted to: Sarno RD Emergency FM Replacement

City Of Melbourne

Attn: Nic Coster

900 E. Strawbridge Ave.

Melbourne, Fl 32901

Tel: 321.674.5726 fax: 321.674.5750 email: nicholas.coster@mlbf.org

Item No.	Description	Quantity	Unit	Cost	Extended
OP-49	Arrow Board	5	Setup	\$85.00	\$425.00
OP-51	Lane Dividers	140	Setup	\$60.00	\$8,400.00
J-1	as-bults & easment layout	110	HR	\$162.00	\$17,820.00
PHASE 1					
REV	20" HDPE Bore 500+	900	Foot	\$285.00	\$256,500.00
REV	20" MJ Adaptor	12	Each	\$2,680.00	\$32,160.00
REV	24" HDPE Bore	400	Foot	\$408.00	\$163,200.00
REV	24" MJ Adaptor	6	Each	\$3,300.00	\$19,800.00
REV	20" Gate Valve	1	Each	\$23,692.00	\$23,692.00
REV	16" gate valve	1	Each	\$13,882.00	\$13,882.00
OP-31	Install 2" to 12" gate valve	1	Each	\$6,752.01	\$6,752.01
REV	16" tie-in to exist	1	Each	\$3,800.00	\$3,800.00
REV	16" dbl line-stop by-pass (no Saddles)	1	Each	\$18,674.00	\$18,674.00
REV	20" Double line stop with by-pass	1	Each	\$65,350.00	\$65,350.00
REV	20"x2" ARV assembly Complete	2	Each	\$9,276.00	\$18,552.00
REV	24"x12" wye w/ valve	1	Each	\$39,796.00	\$39,796.00
REV	24"x10" wye w/valve	1	Each	\$39,040.00	\$39,040.00
REV	24"x8" wye w/valve	1	Each	\$32,780.00	\$32,780.00
REV	12"x8" Tie-in w/valve	1	Each	\$11,200.00	\$11,200.00
REV	16x20 Reducer Installed	1	Each	\$5,220.00	\$5,220.00
REV	20x24 Reducer Installed	2	Each	\$7,540.00	\$15,080.00
REV	20x20 Tie-in to Existing	1	Each	\$70,390.00	\$70,390.00
OP-39	Dewatering (weekly) as needed	1	Each	\$5,390.00	\$5,390.00
OP-53	10x10 asphalt patch	4	Each	\$1,799.00	\$7,196.00
OP-52	5x5 Concrete Replacement	2	Each	\$879.00	\$1,758.00
OP-56	furnish and replace sod 5x5	6	Each	\$475.00	\$2,850.00
				PHASE 1 Total	\$879,707.01
PHASE 2					
E-3	10" HDPE Bore 101-500	380	LF	\$124.74	\$47,401.20
H-5	10" MJ Adaptor	6	Each	\$566.80	\$3,400.80
OP-20	10" c-900 (20')	1	Each	\$1,612.04	\$1,612.04
OP-36	connect to existing 10" valve	1	Each	\$2,464.07	\$2,464.07
OP-21	12" C900 (20')	5	Each	\$2,280.05	\$11,400.25
OP-37	connect to existing 12" valve	1	Each	\$2,816.08	\$2,816.08
OP-19	8" C900 (20')	5	Each	\$1,245.63	\$6,228.15
OP-35	connect to existing 8" valve	1	Each	\$1,900.85	\$1,900.85
REV	Cap Existing 20"	1	Each	\$10,115.00	\$10,115.00
OP-53	5x5 asphalt patch	2	Each	\$1,799.00	\$3,598.00
OP-56	furnish and install sod 5x5	5	Each	\$475.00	\$2,375.00
REV	Groute Existing 16" Main	1400	LF	\$48.00	\$67,200.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				PHASE 2 Total	\$160,511.44
TOTAL					\$1,040,218.45

We hereby propose to furnish labor and materials in accordance with the above specifications for the sum of: **\$1,040,218.45** If acceptable please sign below and issue your Purchase Order (if applicable).

Date 10/15/2025

Patrick Johnson
 Patrick Johnson
 Cell: 321-223-4759
 email: pjohanson@concurrentllc.net

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

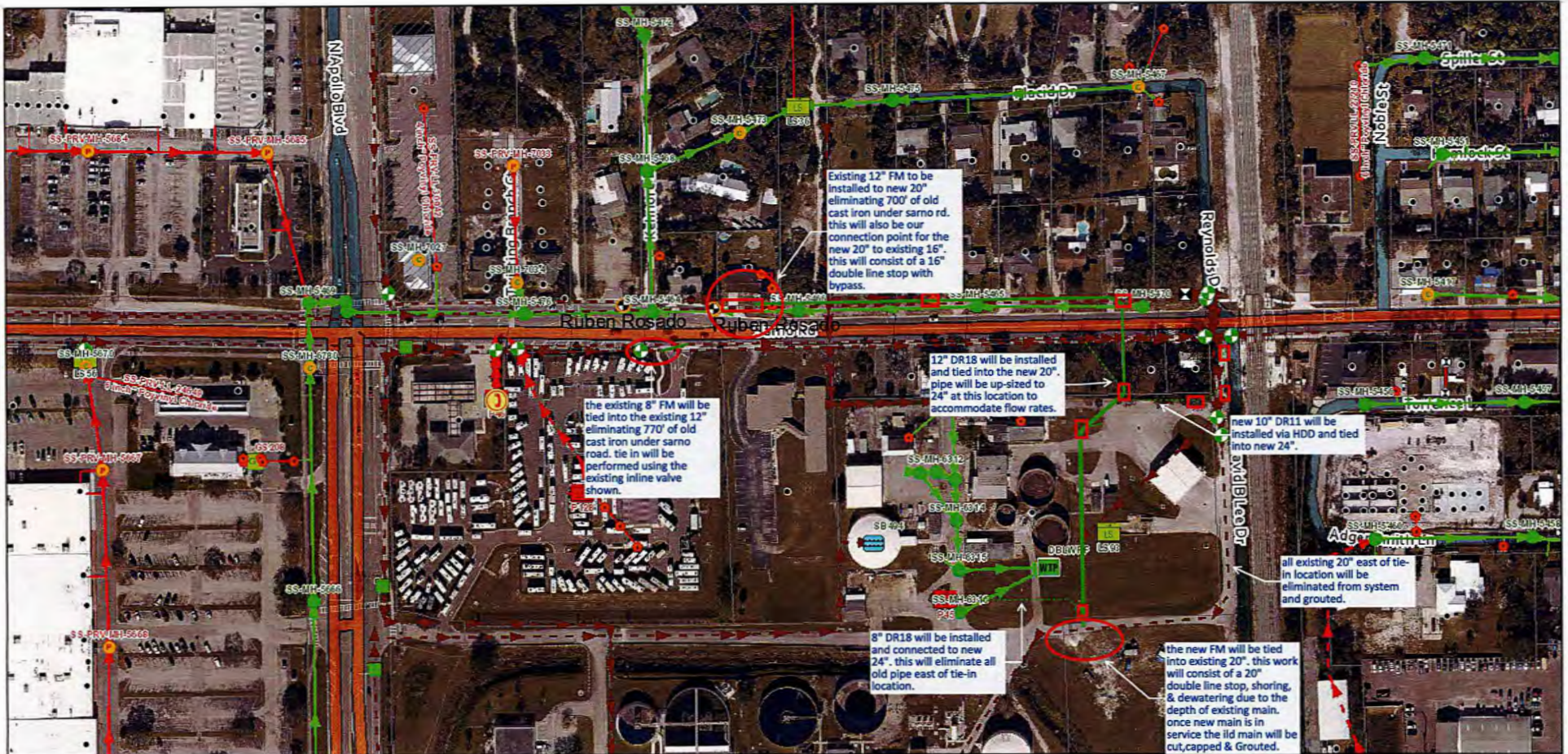
AUTHORIZING PURCHASE ORDER #: _____

Printed Name _____ & Title: _____

Date _____

Signature _____

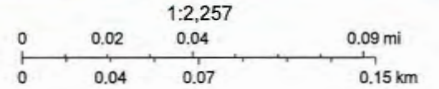
ArcGIS Web Map



10/15/2025, 7:37:07 AM

- Emergency Contact
- Do Not Open this Manhole
- Casings
 - Not City
 - Melbourne
- Lateral Line
 - Melbourne & Active

- Bore Pit
- 20"18"
- 12"10"18"



mGIS, Esri Community Maps Contributors, FDEP © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA,

Web AppBuilder for ArcGIS
 Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | mGIS | Information Technology Department, GIS Division |



Melbourne City Council
April 28, 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.10.

Subject:

Consent Agenda

Background/Consideration:

- a. Purchase of a replacement heavy-duty service crew truck for the Streets Division, Bozard Ford, St. Augustine, FL - \$191,537.



Melbourne City Council
April 28, 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.10.a.

Subject:

Purchase of a replacement heavy-duty crew service truck for the Streets Division.

Background/Consideration:

This purchase is for the replacement of Unit No. 4130, Asset No. 105393, a 2016 model year heavy-duty crew service truck. This vehicle will be purchased via Florida Sheriffs Association Contract number FSA25-VEH23.0. It comes with a basic two-year/unlimited-mile warranty on the cab and chassis and a five-year/100,000-mile power-train warranty. The estimated delivery time is 180 days.

Contract/Solicitation:

This purchase utilizes the contract pricing from Florida Sheriffs Association contract number FSA25-VEH23.0. This contract expires on September 30, 2026.

Fiscal/Budget Impact:

Funding is available in the Machinery & Equipment Replacement Fund, CME No. M2635 - Replacement Truck W/Utility & Crane.

Requested Action:

Approval of the purchase of a replacement heavy-duty service crew truck for the Streets Division, Bozard Ford, St. Augustine, FL - \$191,537.

BOZARD 
GOVERNMENT FLEET

Quote Date	4/10/2026
Agency	City of Melbourne
ETA:	180 DAYS FROM PO
Contract	FSA25-VEH23.0
Description	Heavy Trucks and Buses

ITEM 51 SOUTH	FORD F-650 DRW 4X2 600A XL	\$ 68,618.00
W6A OEM	UPGRADE TO CREW CAB 2027 MODEL YEAR GAS MODEL	\$ 628.00
218WB OEM	218" WHEELBASE 108" CAB AXLE	\$ 427.00
99N OEM	7.3L V8 GAS ENGINE 335 HP @ 3750 RPM	STD
44P OEM	6-SPEED AUTOMATIC TRANSMISSION	STD
41B OEM	TRANSMISSION POWER TAKE-OFF PROVISION	\$ 293.00
643 OEM	WHEELS, FRONT 22.5" X 8.25" STEEL	STD
T2A OEM	TIRES, FRONT TWO 11R22.5H GOODYEAR 497 REV/MILE	STD
663 OEM	WHEELS, REAR 22.5" X 8.25" STEEL	STD
R2A OEM	TIRES, REAR FOUR 11R22.5H GOODYEAR 497 REV/MILE	STD
67H OEM	HYDRAULIC BRAKE SYSTEM BOSCH HYDROMAX	STD
152 OEM	7-WAY TRAILER SOCKET CONNECTION	\$ 99.00
43N OEM	10,000 LB. CAP. NON-DRIVING DANA E-1002I I-BEAM	\$ 681.00
61D OEM	TAPER LEAF SPRINGS PARABOLIC 12,000 LB CAP	\$ 303.00
472 OEM	REAR AXLE 17500 LB SINGLE SPEED DANA S17-140	STD
68M OEM	MULTI LEAF SPRINGS 19000 LB CAP	STD
X6A OEM	6.14 AXLE RATIO	STD
534 OEM	SINGLE CHANNEL STRAIGHT C FRAME 50,000 PSI	STD
91H OEM	SINGLE HORIZONTAL MUFFLER FRAME MOUNTED	STD
65D OEM	60 GALLON STEEL FUEL TANK	STD
STDALT OEM	EXTRA HEAVY DUTY ALTERNATOR 12V 210 AMP	STD
STDBAT OEM	BATTERY ONE 900 CCA WITH STEEL BOX	STD
88A OEM	30/0/30 FIXED VINYL SEATS WITH CONSOLETTA	STD
87C OEM	60/40 REAR BENCH SEAT WITH FLIP AND FOLD DOWN	STD
588 OEM	AM FM RADIO WITH USB AND CLOCK AND BLUETOOTH	STD
54M OEM	DUAL MIRRORS, HEATED	STD
YZ/E OEM	OXFORD WHITE EXTERIOR PAINT/ GRAY INTERIOR	STD
	F650 FORD SPEC DETAILED ON FOLLOWING PAGES	
NSO	KNAPHEIDE SERVICE BODY CRANE BODY WITH	\$ 120,488.00
	COMPRESSOR PACKAGE AND CORNER STROBES AND	
	LIGHT BAR AND INVERTER	

Thank you for the opportunity.

Patrick Robertson
Government Fleet Specialist
Bozard Ford
E:PATRICKR@BOZARD.COM

1
\$ 191,537.00
\$ 191,537.00

Quote Date	4/10/2026
Agency	City of Melbourne
ETA:	180 DAYS FROM PO
Contract	FSA25-VEH23.0
Description	Heavy Trucks and Buses

RECOMMENDED OPTIONS TO CONSIDER ADDING

WT	WEATHERTECH MATS OR EQUIV. FIRST AND 2ND ROW	\$	299.00
BUA	AFTERMARKET BACKUP ALARM	\$	199.00
3KR	THIRD KEY WITH PROGRAMMED REMOTE	\$	499.00
3KPS	THIRD KEY WITH PUSH BUTTON START WITH APPLIC.	\$	599.00
TINT	DEALER INSTALLED TINT	\$	499.00
TINT	ADD \$100 FOR WINDSHIELD STRIP	\$	100.00
LINER	PICKUP TRUCK BEDLINER	\$	599.00
NST	NEW TAG (SPECIFY STATE, CITY, COUNTY, COLLEGE)	\$	189.00
TEMP	30 DAY TEMP TAG	\$	19.00
WARRANTY OEM	FORD PREMIUMCARE ESP, \$0 DEDUCTIBLE, 1000+ COMPONENTS		REQUEST PRICING
WARRANTY OEM	FORD EXTRACARE ESP, \$0 DEDUCTIBLE, 113 COMPONENTS		REQUEST PRICING
WARRANTY OEM	FORD BASECARE ESP, \$0 DEDUCTIBLE, 84 COMPONENTS		REQUEST PRICING
MAINTENANCE OEM	FORD PREMIUM MAINTENANCE 7500 MILE SERVICE INTERVAL		REQUEST PRICING
WARRANTY & MAINTENANCE TERM AND MILEAGE ARE CUSTOMIZABLE			
QUOTED TERM			MONTHS
QUOTED MILEAGE			MILES

ADDITIONAL DESCRIPTION OF EQUIPMENT BELOW IF APPLICABLE

Seq.	Description	Item
1	<p>FURNISH AND INSTALL CRANE SERVICE BODY</p> <p>6157DL-30 Crane Body SP includes torsion floor mt kit, LED light kit and tailgate OVERALL LENGTH: ----- 157-1/4" 1V = 30-1/4" in length x 60" high OVERALL WIDTH: ----- 94" 2V = 26" in length x 40" high FLOOR WIDTH: ----- 54" 3V = 25" in length x 40" high SIDE COMPARTMENT HEIGHT: ---- 40" H = 50-3/4" in length x 18-1/2" high SIDE COMPARTMENT DEPTH: ---- 20" 4V = 25-1/4" in length x 40" high FLOOR HEIGHT: ----- 24" STANDARD SHELIVING: Includes (2) adjustable STREETSIDE COMPARTMENTATION: divider shelves each front vertical 1V = 30-1/4" in length x 40" high compartment, (1) bolt-in divider shelf al 2V = 26" in length x access steps curbside horizontal compartment, (1) 3V = 25" in length x 40" high adjustable divider shelf each 2nd and rear H = 50-3/4" in length x 18-1/2" high vertical compartments and (28) shelf 4V = 25-1/4" in length x 40" high dividers. CURBSIDE COMPARTMENTATION: WARRANTY: Standard Knapheide Limited Warranty 1 Y 157.25"L Body Length 1 Y Master Locking System 1 Y Outrigger Receiver Bumper Does not include outriggers. 1 Y Bumper Vise Socket curbside 1 N Bumper Vise Table loose 1 Y Paint Knap White 157 SP Interior and Exterior of body painted Knapheide white. Some touch up may be required by distributor after shipment and handling. includes bumper 1 N Power Hookup Kit w/Switch For use to power rear strobes on chassis with no factory upfitter switch. 1 N Ford Install Kit</p> <p>1 Y Mounting Plate,Compressor **Installed on compt top at front on street side ***compressor NOT included*** STREETSIDE (Left) 1 Y Access Steps-Gripstr L2V 1 Y Grab Rail for Steps L2V 1 Y Louver Vents-1pair LRV SP CURBSIDE (Right) 1 Y Venturo Top Plate Ay 30 1 Y Roller Guides-Hose RRV</p> <p>ADAPTER, 7 WAY, GM MED DUTY</p> <p>Tubular Door Seal .741" Wide x .656" High with Hole Black Rubber with #M ST1200 Acrylic Sealing Tape</p> <p>Miscellaneous Shop Supplies</p> <p>Install 132"-136" Service Body Includes: Body, Bumper, Lights, and Door Seal</p>	<p>PACKAGE</p> <p>35234615</p> <p>35589841</p> <p>12221958</p> <p>34999088</p> <p>35138937</p>
2	<p>FURNISH AND INSTALL LIGHT BAR</p> <p>3rd Brake Light Bar Mount, Buyers 8895560 Pro Series Drill-Free 2019 or Newer Ford Ranger Super Crew 2015 or Newer Ford F150 2017 or Newer Ford F250-F550 Aluminum Construction with 30lb Capacity Black 22.35" Long x 10.5" Wide x 6.19" High</p> <p>Mini Justice® lightbar</p> <p>Install Directional Light Bar Wired Ignition Hot to Switch in Cab</p>	<p>PACKAGE</p> <p>34979331</p> <p>35081005</p> <p>35139407</p>

3	INSTALL 7-WAY RV STYLE PLUG/BRACKET	PACKAGE
4	FURNISH AND INSTALL VENTURO CRANE PACKAGE	PACKAGE
	Crane, Electric / Hydraulic, 5,000lb Rating, Venturo ELBAAD-0000	36374610
	Electric-Hydraulic Crane: ET25KXX	
	5,000lb Capacity	
	10-20ft Hydraulic Boom	
	12V DC Winch	
	Hydraulic Rotation, Elevation Extension	
	Non-Proportional	
	Corded	
	ADJ BOOM REST	35461790
	Circuit Breaker, Buyers CB251PB	34980030
	250 Amp	
	Waterproof Design and Surface Mountable	
	Push-to-Trip Function	
	Manual Reset	
	3.325" Long x 1.875" Wide	
	Weight: .33lbs	
	Install Electric Crane and Wiring	35139331
	Install Boom Support	35139318
	Install Rear Outriggers	35139370
	STABILIZER ASM T1/T2 MO/CD SHI OUTRIGGER	35000603
	Rotary On/Off Switch, Buyers SW700	34981476
	Heavy Duty	
	Two-Position Switch	
	20 Amp Continuous, 125 Amp Intermittent Power Intervals	
	Pre-Labeled Face Plate Included	
	Corrosion-Resistant Brass Mounting Stems	
5	FURNISH AND INSTALL COMPRESSOR PACKAGE	PACKAGE
	BossAir 185 Scar Bcan 10221-001	35721216
	OPT, BHC 1 PTO GENERIC	35567561
	DRIVE LINE KIT	35429371
	BRACKET RELOCATE	35429311
	HOSE REEL ASSEMBLY 3/4" X 100'	35383035
	Install Hose Reel	35139326
	Install Under Hood Air Compressor	35139303
	PTO, F22-F1312-RS51XPX	35081005
	HOSES, FITTINGS ETC	36121745
	This Product is Imported Outside the United States and is Subject to Import Tariffs as Determined by Current U.S. Trade Policies. The Current Tariff Rate is 25%, Which may Affect the Product's Pricing. Please Note that Tariff Rates are Subject to Change Based on Government Regulations, and Any Such Changes may Impact the Future Cost of This Product.	36437439
6	WILTON BENCH VISE WILTON BENCH VISE	36125160
7	FURNISH AND INSTALL Service Body Water Cooler Rack	PACKAGE
	MOUNT WATER COOLER 5 GAL WH ITE	34978596
	Install Water Cask Stand	35139276
8	SPRAY LINER CARGO AREA, COMPARTMENT TOPS	PACKAGE
	SPRAY IN LINER LABOR	34995412
	PREP LABOR FOR SPRAY IN LINER	34995414
	Liner, Part A, Chemline 7025-A-30000-D55ROH	35595164
	Liner Part B, Chemline 7025-B-20000-S08-D55BOH	35595165
	Imported Order Price Adjustment	35081007

BOZARD 
GOVERNMENT FLEET

9	SPRAY LINER BUMPER AND STEPS TO CARGO AREA FROM SIDE OF BODY Spray Line Complete Bumper	PACKAGE 35139038
10	6 CORNER STROBES Amber LOCATION REQUIRED Install 4 Corner Strobe System ION T-SERIES LINEAR LT AMBER	PACKAGE 35139382 35592615
11	3000 WATT POWER INVERTER w/ BATTERY Miscellaneous Shop Supplies Install Inverter BATTERY TO POWER INVERTER BATTERY TO POWER INVERTER BATTERY BOX W/ LID GROUP 24 BATTERY BOX W/ LID GROUP 24 300A SOLID STATE BATTERY DISCO 300A SOLID STATE BATTERY DISCO 2 AWG BLACK SGX WIRE 2 AWG BLACK SGX WIRE 2 AWG RED SGX WIRE 2 AWG RED SGX WIRE Install Auxiliary Battery and Battery Box ProLine 5000W 12V ProLine 5000W 12V HD 1-Gang Metal Weatherproof Electrical Box, Cover and GFCI Kit (24-in-1 Configurations), Gray FURNISH AND INSTALL HOME DUPLEX 110V ALL WEATHER RECEPTACLE ROADSIDE REAR OF BODY HD PARTS. ROADSIDE REAR OF BODY	PACKAGE 34999088 35139317 35820916 35985176 36123669 36125230 36125231 34995222 36122934 36125720 34995222

This chart gives a general summary of your coverage under the New Truck Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- months/years in service
- miles driven

The measure that occurs first determines how long your coverage lasts.

For more details on coverage, see:

- ➔ What Is Covered? (page 9-12)
- ➔ What Is Not Covered? (pages 12-15)

**Warranty Coverage for 2021-Model
F-650/F-750 Truck
(years or miles, whichever occurs first)**

COVERAGE	Two Years	Three Years	Four Years	Five Years	Life of Truck
Basic		Unlimited Miles			
7.3L Gas Engine w/Transmission					100,000 Miles (or 4,000 engine hours)
6.7L PowerStroke Diesel Engine					250,000 Miles (or 10,000 engine hours)
TorqShift Transmission powered by 6.7L PowerStroke Diesel Engine					250,000 Miles
Corrosion			Unlimited Miles		
Emissions Federal					50,000 Miles (Gasoline Engines) 100,000 Miles (Diesel Engines)
Emissions California					50,000 Miles (Gasoline Engines) 100,000 Miles (Diesel Engines)
Frame					Unlimited Miles
Noise Emissions					



Melbourne City Council
April 28, 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.11.

Subject:

Items Removed from the Consent Agenda

Background/Consideration:



Melbourne City Council
April 28, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	2
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.12.

Subject:

Ordinance No. 2026-19, Conditional Use Request (CU2026-0001), 1416 Highland Avenue – Creative Playground

Background/Consideration:

This is the first reading of an ordinance granting a conditional use to allow the sale and consumption of alcoholic beverages (beer and wine only) on premises as an accessory use to an art boutique and an art lab within a 3-unit building located on 0.20±-acre developed acres, zoned C-3 (Central Business District), located on the west side of Highland Avenue, south of Eau Gallie Boulevard and north of Montreal Boulevard (Tax Account #2717235). The property is designated Mixed Use on the City's Future Land Use Map, and is located within Council District 2, the Olde Eau Gallie Riverfront CRA, the Eau Gallie Activity Center and the Central Business Overlay Zone (CB-OZ).

The request is located in a 1,654±-square-foot unit within a multi-tenant building. The applicant proposes to serve beer and wine, accessory to their existing art boutique and an art lab. The on-premise consumption of alcohol, when not in conjunction with a restaurant, requires conditional use approval in the C-3 zoning district. The establishment offers a highly curated menu of materials, imaginative prompts, and interactive experiences, being equal parts art boutique and art lab. The applicant also indicates that the establishment will support local artists through retail offerings, workshop hosting and collaboration activities. The applicant's business plan indicates the establishment will be open from 10:00 a.m. to 6:00 p.m. Tuesday through Friday, with later hours on Friday (6:00 p.m. to 9:30 p.m.) when adult workshops and special events are hosted, and from 10:00 a.m. to 8:00 p.m. on Saturday and Sunday.

The floor plan identifies two retail areas and four art stations, depicting tables, booths, and a checkout counter. The unit has one unisex bathroom and the maximum permitted occupancy for this establishment is 66 persons.

Within a 500-foot radius of the subject property there is a mixture of uses such as retail, office, restaurant, and residential uses. A mixed-use commercial building is located across Highland Avenue and commercial uses are located both north and south of the subject site. The nearest single-family residence is located approximately 370 feet southwest of the subject property at 545 Montreal Avenue. Additional residential uses are located south of this portion of Montreal Avenue.

Staff has added multiple conditions to the ordinance to ensure that the on-premises consumption of



alcoholic beverages (beer and wine) will not affect the surrounding area. These conditions include: consumption of alcoholic beverages shall be accessory to the art boutique/art lab at a maximum occupancy of 66 persons; consumption of alcohol will be entirely within the interior of the building; two or more violations of the City's noise regulations or occupancy will be a breach of the conditional use; and other related conditions.

During the April 2, 2026 meeting, the Planning and Zoning Board voted unanimously to recommend approval of the request.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2026-19, based upon the findings and conditions contained within the Planning and Zoning Board memorandum.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, Community Development Director
From: Cheryl A. Dean, AICP, Planning Manager
Re: **Conditional Use Request (CU2026-0001) 1416 Highland Avenue – Creative Playground**
Date: April 16, 2025

Owner/Applicant/Representative

- Property Owner: Gorezik LLC - Derek Gore
- Applicant/Representative: Nicole and Josh Lehman

Proposed Action

This is a request for a conditional use approval to allow the sale and consumption of alcoholic beverages (beer and wine only) on premises as an accessory use to an art boutique/art lab in a 1,654±-square foot unit within a 3-unit building located on 0.20±-acre developed acres, zoned C-3 (Central Business District).

Location

The property is located on the west side of Highland Avenue, south of Eau Gallie Boulevard and north of Montreal Boulevard in Township 27, Range 37, Section 16 (1416 Highland Avenue) (Tax Account #2717235). This property is located within Council District 2, the Olde Eau Gallie Riverfront CRA, the Eau Gallie Activity Center and the Central Business Overlay Zone (CB-OZ).

History

The request is located on a portion of Lot 8, Block 23, Village Plat of Eau Gallie (PB 1, PG 47), recorded in 1884. The current building was constructed in 1955. The most recent business in the unit was Art Abilities.

A Conditional Use for the sale and consumption of alcoholic beverages (beer and wine) on premises, in conjunction with a wine bar, was approved by City Council for this site in 2023 (CU2023-0008). A condition is included with the current request that repeals the previously approved Ordinance No. 2023-30.

The property has a Mixed Use Future Land Use Map designation.

Adjacent Land Use and Zoning Information

Access: Highland Avenue, along the east property line
16-foot-wide alley, along the west property line

To the East: Across Highland Avenue, commercial building
 Zoning: C-3
 Land Use: Mixed Use

To the North: Commercial building unit owned by the property owner
 Zoning: C-3
 Land Use: Mixed Use

To the West: Across the alley, Housing Authority of Brevard County
 Zoning: C-3
 Land Use: Mixed Use

To the South: Ayana Coffee (restaurant use)
 Zoning: C-3
 Land Use: Mixed Use

Issues and Considerations

The applicant proposes to serve beer and wine as an accessory use to an art boutique/art lab. The on-premise consumption of alcohol, when not in conjunction with a restaurant, requires conditional use approval in the C-3 zoning district. The Conditional Use standards are located in Appendix B, Article IX, Section 5. Additional stipulations for the sale and consumption of alcohol on premises are presented in Appendix B, Article VI, Section 2(Q).

- Restaurant: Per City Code, a business is a “restaurant” if the sale of food and non-alcoholic beverages constitutes at least 51 percent of the gross revenue of the establishment. The applicant’s proposed business does not meet the definition of a restaurant.
- Bar/Tavern: A business is considered a “bar/tavern” if it sells more alcoholic drinks than food and non-alcoholic beverages. A regular 4COP quota beverage license issued by the Division of Alcoholic Beverages & Tobacco (ABT) does not require the sale of food and non-alcoholic beverages. The applicant intends to obtain a 2COP beverage license (beer and wine service only).

The Site

The subject property is the site of a 4,884± square foot building, attached to similar buildings located along the west side of Highland Avenue. The conditional use area is a 1,654± square foot unit within the larger building. According to the applicant’s business plan, the establishment will offer a hybrid art mercantile and immersive creation space designed for curious minds of all ages. The establishment will be equal parts art boutique and art lab. The business will offer a highly curated menu of materials, imaginative prompts, and interactive experiences. The applicant states in their business plan that The Creative Playground will serve as an interactive art lab, fostering creativity through hands-on experiences. Families and individuals can engage in various artistic activities, making it a destination for creativity and learning. The applicant also indicates that the establishment will support local artists through retail offerings, workshop hosting and collaboration activities.

The applicant intends to obtain a 2COP beverage license (beer and wine service). Alcohol service will be limited to designated adults, maintaining a family-friendly environment by ensuring no alcohol is served during youth-only programming times. The applicant notes that their staff will undergo responsible vendor training to enforce strict ID checks and maintain a safe atmosphere, ensuring all patrons are of legal drinking age at all times.

The floor plan identifies two retail areas and four art stations. The floor plan also depicts tables, booths, and a checkout counter. The unit has one unisex bathroom. The maximum permitted occupancy for this establishment is 66 persons within the unit. The applicant's business plan indicates the establishment will be open from 10:00 a.m. to 6:00 p.m. Tuesday through Friday, with later hours on Friday (6:00 p.m. to 9:30 p.m.) when adult workshops and special events are hosted, and from 10:00 a.m. to 8:00 p.m. on Saturday and Sunday.

Surrounding Area:

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

Within a 500-foot radius of the subject property there is a mixture of uses such as retail, office, restaurant, and residential uses. A mixed-use commercial building is located across Highland Avenue and commercial uses are located both north and south of the subject site. The nearest single-family residence is located approximately 370 feet southwest of the subject property at 545 Montreal Avenue. Additional residential uses are located south of this portion of Montreal Avenue.

Multiple conditions are proposed by staff to ensure that the on-premise consumption of alcoholic beverages (beer and wine) will not affect the surrounding area. These conditions, which were discussed and determined with staff from the Code Enforcement Division and the Police Department, include:

- The discontinuation of use for consumption of alcoholic beverages for six consecutive months will result in the expiration of the conditional use;
- The consumption of alcohol shall be entirely within the interior of the building;
- The applicant shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages;
- The applicant must meet all applicable building code requirements for the change of use to the site identified as 1416 Highland Avenue;
- Occupancy will be limited to 66 persons for the interior area;
- Two or more violations of the City's noise regulations is a breach of the conditional use;
- The owner/applicant shall comply with the attached floor plan;

- A re-evaluation of the conditional use for consumption of alcoholic beverages will be required if the establishment's occupancy is increased beyond 66 persons; and
- The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any applicable exterior modifications to the site.

JPA Review Comments:

The project is not located within the Joint Planning Agreement review area.

Mobility/Concurrency:

The subject property is located in Mobility District B (Redevelopment/US 1 Corridor area). The applicant will be using the existing building footprint for this business. Consequently, the proposal does not result in an increase of usable gross floor area. As such, the applicant is not required to construct mobility improvements or make a payment in lieu of providing the improvement. The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site. Sanitary sewer service is also available from the City.

Summary

The applicant is required to request a conditional use for the on-premise consumption of alcoholic beverages (beer and wine) as an accessory use to an art boutique/art lab, since the site is not operating as a restaurant per Melbourne City Code requirements.

- Since the property lies within the Olde Eau Gallie Riverfront Melbourne Community Redevelopment District (CRA), the Historic and Architectural Review Board (HARB) must approve any future exterior renovations, including painting, awnings, and signs.
- Building permits from the City will be required for any future interior and exterior renovations.
- The proposed conditional use complies with the City's Future Land Use Map and Comprehensive Plan policies, subject to the conditions of approval.
- This business is not located within five hundred (500) feet of an adult entertainment establishment as defined in Chapter 21.0 of the Melbourne City Code, or the adult entertainment district as described in Section 2(A)(3) of this article.
- This business is located within one of the City of Melbourne's Community Redevelopment (CRA) Districts and is therefore exempt from the distance requirements from churches and schools.
- This is an existing, developed site and therefore was not required to submit an environmental report.
- The applicant/owner must meet all applicable building code requirements.
- No alcohol is to be served during youth-only programming times.

Planning & Zoning Board Action

During the April 2, 2026 meeting, the Planning and Zoning Board voted unanimously to recommend approval of the request.

Recommendation

Based on the findings contained in the Planning and Zoning Board memorandum, for a developed property located on the west side of Highland Avenue, south of Eau Gallie Boulevard and north of Montreal Boulevard, more specifically known as 1416 Highland Avenue, the Planning and Zoning Board and Community Development Department recommend:

Approval of CU2026-0001, for a conditional use to allow the sale and consumption of alcoholic beverages on premises (beer and wine), in a 1,654±-square foot building unit of an overall 0.20±-acre developed parcel zoned C-3, with the following conditions:

- a. **Sales and Consumption within Building:** The sale, service and consumption of alcohol is to be located completely within the building identified as 1416 Highland Avenue as depicted on the attached floor plan. Consumption of beer and wine only, shall be limited to the hours of operation identified in the applicant's business plan. The applicant is required to maintain a 2COP beverage license (beer and wine service only) issued by the Division of Alcoholic Beverages & Tobacco (ABT).
- b. **Accessory Use:** The sale, service and consumption of alcohol shall be accessory to an art boutique/art lab. If the sale, service and consumption of alcohol is not related to a principal art boutique/art lab use, a new Conditional Use will be required for the sale, service and consumption of alcohol at this address.
- c. **Chapter 6 Requirements:** The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.
- d. **Floor Plan:** The owner/applicant shall comply with the attached floor plan at all times, with a maximum overall occupancy of 66 persons. No temporary seating may be added and tables may not be moved except as directed by staff from the City of Melbourne's Code Compliance Division during special events with large crowds.
- e. **Occupancy:** The maximum occupancy for the building located at 1416 Highland Avenue will be 66 persons. Any increase in this occupancy limit of 66 persons will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council. Two or more occupant load violations in any 365-day period is a breach of this Conditional Use and will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.
- f. **Building Code Requirements:** The applicant/owner must meet all applicable building code requirements for the renovation of the unit for a change of use to art boutique/art lab prior to issuance of a Business Tax Receipt.
- g. **Noise Violation:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

- h. **Business Tax Receipt:** Within 30 days of the issuance of the Final Order for the Conditional Use, the applicant must obtain a Business Tax Receipt for the principal operation of an art boutique/art lab with an accessory use for the sale, service and on premise consumption of beer and wine.
- i. **Historic and Architectural Review Board Approval:** The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any applicable exterior modifications to the site
- j. **Expiration of Conditional Use:** The discontinuation of use for consumption of beer and wine for six consecutive months will result in the expiration of the conditional use. Failure to establish this use within six months will also result in the expiration of the conditional use.
- k. **Special Events:** The applicant must submit a Special Activity Permit for any outdoor activities/events associated with this establishment.
- l. **Hours of Operation:** The Creative Playground's hours of operation shall be from 10:00 a.m. to 6:00 p.m. Tuesday through Friday, with later hours on Friday (6:00 p.m. to 9:30 p.m.) when adult workshops and special events are hosted, and from 10:00 a.m. to 8:00 p.m. on Saturday and Sunday.
- m. **Re-Evaluation:** A re-evaluation of the conditional use for consumption of alcohol will be required if the site or use is altered such that the occupancy is increased beyond 66 persons or the operating hours are extended beyond 9:30 p.m.
- n. **Alcohol Service:** No alcohol is to be served during youth-only programming times.
- o. **Ordinance Repeal:** Approval of this ordinance will repeal Ordinance 2023-30.

Memorandum

To: Mayor and Council
From: Chris Adams, Chair, Planning and Zoning Board
Re: **Conditional Use Request (CU2026-0001) 1416 Highland Avenue – Creative Playground**
Date: April 3, 2026
Owner: Gorezik LLC - Derek Gore
**Applicant/
Representative:** Nicole and Josh Lehman

The Planning and Zoning Board, at its regular scheduled meeting on April 2, 2026, reviewed the above-referenced request for Conditional Use approval.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of the following requests on the west side of Highland Avenue, south of Eau Gallie Boulevard and north of Montreal Boulevard.

- **Conditional Use request** to allow the sale and consumption of alcoholic beverages (beer and wine only) on premises as an accessory use to an art boutique/art lab in a 1,654±-square foot unit within a 3-unit building located on 0.20±-acre developed acres, zoned C-3 (Central Business District).

These actions were based on the findings and conditions identified below:

1. The requested Conditional Use to allow the sale and consumption of alcoholic beverages (beer and wine) on premises in a C-3 zoning district is consistent with the area's Mixed Use Future Land Use designation and the goals, objectives, and policies of the City's Comprehensive Plan. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. This finding of consistency is contingent upon the applicant strictly meeting the conditions of approval contained within the conditional use ordinance.
2. The site is designated as Mixed Use on the Future Land Use Map and is zoned C-3. The C-3 zoning district permits a variety of commercial uses and the consumption of alcoholic beverages on premises are conditional uses in this district. Approval of the Conditional Use for consumption of alcoholic beverages on premises is subject to specific use standards and conditions contained in Appendix B, Article VI, Section 2(Q) which ensure the proposal is consistent

- with City Code regulations. Staff has drafted multiple conditions that ensure the subject request is consistent with City Code requirements.
3. The proposed Conditional Use should not change the general character of the area since a variety of commercial establishments are located in the general vicinity of the subject property. In addition, the property is already used for commercial purposes and the consumption of beer and wine will take place completely within the building located on this site. The requested Conditional Use is subject to Appendix B, Article IX, Section 5 of City Code. The Conditional Use for the on-premise consumption of alcoholic beverages is subject to additional use standards found in Appendix B, Article VI, Section 2(Q) of City Code.
 4. The proposed conditional use must meet the requirements of City Code, including the consumption of alcoholic beverages on premises use standards and therefore will not have a detrimental effect on the surrounding area, public facilities, and private, commercial and/or service facilities available within the area. More specifically, the proposed project should not cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments:
 - a. The appearance and function of the neighborhood will not be significantly lessened due to the proposed conditional use since the subject site is already used for commercial purposes. This finding of consistency is contingent upon the applicant strictly meeting the conditions of approval contained within the conditional use ordinance.
 - b. The application does not impact the preservation of any city, state or federally designated historic, scenic, archaeological, or cultural resources.
 - c. The proposed project should not change the general character of the area since a variety of commercial establishments are located in the general vicinity of the subject property, and all regular activity will be located within the existing building at 1416 Highland Avenue.
 - d. The application will not have significant adverse impacts on the livability and usability of nearby land due to: noise, dust, fumes, smoke, glare from lights, late-night operations, odors, truck and other delivery trips, the amount, location, and nature of any outside displays, storage, or activities, potential for increased litter, and privacy and safety issues. The site is already used for commercial purposes and a condition has been added that the sale and consumption of alcoholic beverages shall be located completely inside the building unit identified as 1416 Highland Avenue.

5. Adequate transportation facilities are in place to serve the subject property. The site has direct access to West Eau Gallie Boulevard and Montreal Avenue via Highland Avenue. The subject site is located in an urban commercial area and public parking is located in the vicinity of the subject property. Traffic counts on nearby Eau Gallie Boulevard average 15,680 vehicle trips per day (2024) and 14,310 (2023) on nearby Montreal Avenue.
6. The proposal is consistent with Future Land Use Element Policy 1.19.1, which states the City shall continue to promote vitality and redevelopment of the three community redevelopment areas it established pursuant to F.S. Ch. 163: the Historic Downtown Melbourne CRA, the Babcock Street CRA and the Old Eau Gallie Riverfront CRA, as directed in the respective Community Redevelopment Plans. The proposal relates to the establishment of a new business in the Olde Eau Gallie Riverfront CRA.
7. The proposed Conditional Use is in compliance with the standards outlined in Appendix B, Article V, Section 2 (use and dimensional standards table); Appendix B, Article VI, Section 2(Q) (sale or service of alcoholic beverages for consumption on premises); and Appendix B, Article IX, Section 5 (Conditional Uses). Staff has drafted multiple conditions that ensure the subject request is consistent with City Code requirements, including ones relating to safety, noise, and occupancy standards.
8. The maximum densities/intensities for each category are identified in the Comprehensive Plan. 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 applicant is operating this business in a developed commercial building that is zoned C-3. The subject site is an urban building located in the heart of the Olde Eau Gallie Riverfront CRA.
9. The proposal will not have any adverse impact on the public health, safety, welfare, economic order, or aesthetics of the City. The site is already developed with commercial uses and the building is located in an intensely developed downtown urban area and multiple conditions are proposed by staff to ensure that the on-premise consumption of alcoholic beverages will not affect the surrounding area.

Conditions

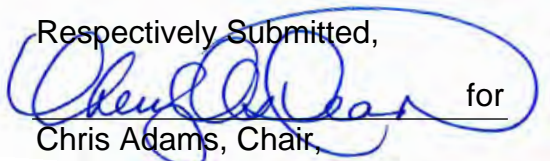
- a. **Sales and Consumption within Building:** The sale, service and consumption of alcohol is to be located completely within the building identified as 1416

Highland Avenue as depicted on the attached floor plan. Consumption of beer and wine only, shall be limited to the hours of operation identified in the applicant's business plan. The applicant is required to maintain a 2COP beverage license (beer and wine service only) issued by the Division of Alcoholic Beverages & Tobacco (ABT).

- b. **Accessory Use:** The sale, service and consumption of alcohol shall be accessory to an art boutique/art lab. If the sale, service and consumption of alcohol is not related to a principal art boutique/art lab use, a new Conditional Use will be required for the sale, service and consumption of alcohol at this address.
- c. **Chapter 6 Requirements:** The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.
- d. **Floor Plan:** The owner/applicant shall comply with the attached floor plan at all times, with a maximum overall occupancy of 66 persons. No temporary seating may be added and tables may not be moved except as directed by staff from the City of Melbourne's Code Compliance Division during special events with large crowds.
- e. **Occupancy:** The maximum occupancy for the building located at 1416 Highland Avenue will be 66 persons. Any increase in this occupancy limit of 66 persons will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council. Two or more occupant load violations in any 365-day period is a breach of this Conditional Use and will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.
- f. **Building Code Requirements:** The applicant/owner must meet all applicable building code requirements for the renovation of the unit for a change of use to art boutique/art lab prior to issuance of a Business Tax Receipt.
- g. **Noise Violation:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.
- h. **Business Tax Receipt:** Within 30 days of the issuance of the Final Order for the Conditional Use, the applicant must obtain a Business Tax Receipt for the principal operation of an art boutique/art lab with an accessory use for the sale, service and on premise consumption of beer and wine.

- i. **Historic and Architectural Review Board Approval:** The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any applicable exterior modifications to the site
- j. **Expiration of Conditional Use:** The discontinuation of use for consumption of beer and wine for six consecutive months will result in the expiration of the conditional use. Failure to establish this use within six months will also result in the expiration of the conditional use.
- k. **Special Events:** The applicant must submit a Special Activity Permit for any outdoor activities/events associated with this establishment.
- l. **Hours of Operation:** The Creative Playground's hours of operation shall be from 10:00 a.m. to 6:00 p.m. Tuesday through Friday, with later hours on Friday (6:00 p.m. to 9:30 p.m.) when adult workshops and special events are hosted, and from 10:00 a.m. to 8:00 p.m. on Saturday and Sunday.
- m. **Re-Evaluation:** A re-evaluation of the conditional use for consumption of alcohol will be required if the site or use is altered such that the occupancy is increased beyond 66 persons or the operating hours are extended beyond 9:30 p.m.
- n. **Alcohol Service:** No alcohol is to be served during youth-only programming times.
- o. **Ordinance Repeal:** Approval of this ordinance will repeal Ordinance 2023-30.

Respectively Submitted,



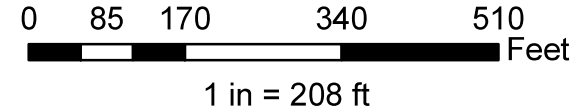
for

Chris Adams, Chair,
Planning and Zoning Board

LOCATION MAP
CU2026-0001
CREATIVE PLAYGROUND



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



Brevard County Property Appraiser Office, Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community, Esri., Inc., City of Melbourne, FL

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Title: CREATIVE PLAYGROUND
 Author: Olivia Bachtold
 Department/Division: Community Development Department
 Last Updated: 3/17/2026 5:30:44 PM
 Document Name: Stillwagon Location Map PHN
 Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PEDIP&ZBOARD2023\Maps\MXDs\Stillwagon Location Map PHN.mxd

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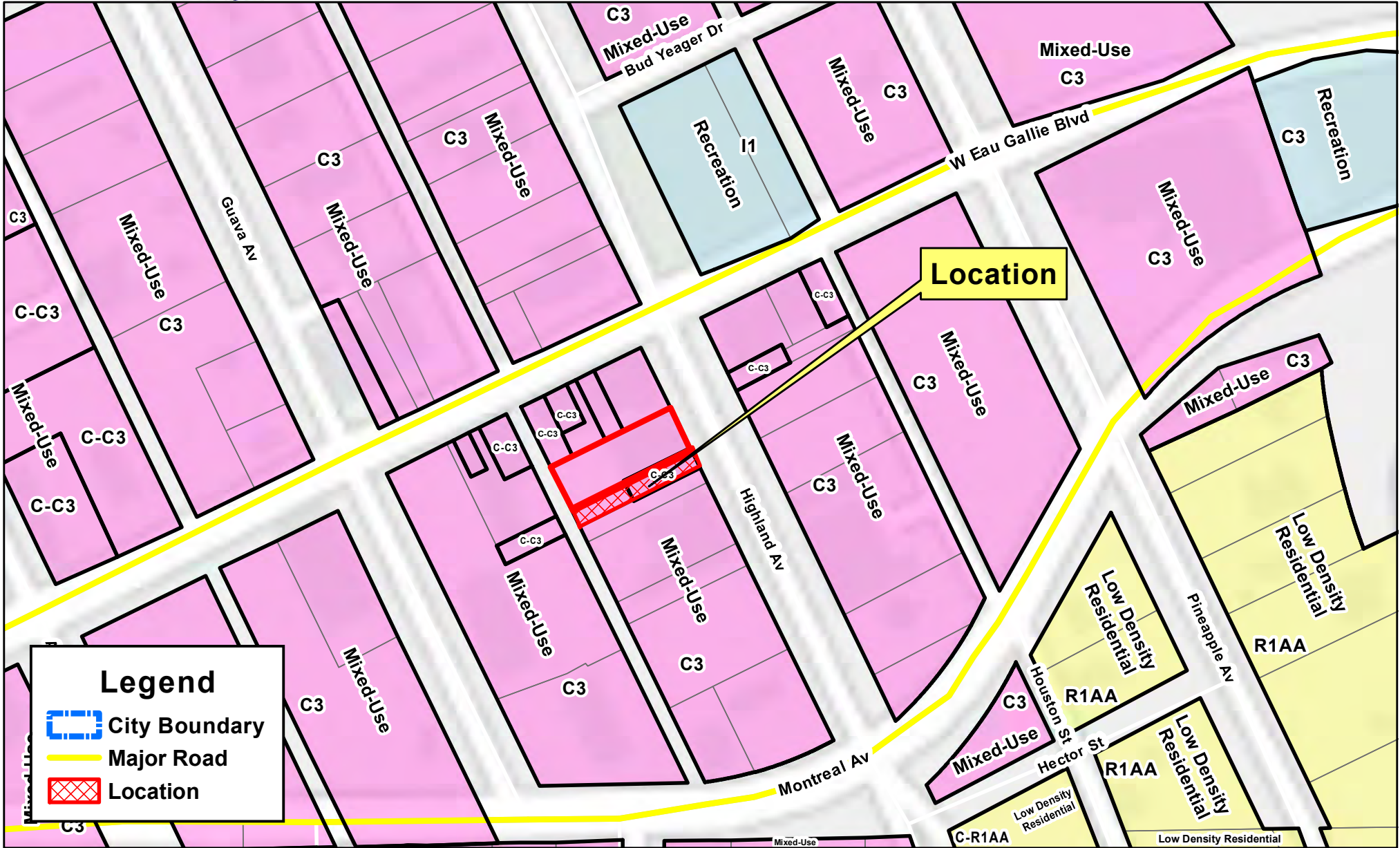
Item No. C. 12.

**THE CREATIVE PLAYGROUND
FUTURE LAND USE & ZONING MAP
CU2026-0001**






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

140 0 140
Feet
1 inch = 148 feet



Legend

-  City Boundary
-  Major Road
-  Location

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Title: The Creative Playground
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 3/25/2026 4:58:01 PM
Document Name: Creative Playground FLU Map
Document Location: \\lad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\ZBOARD2026\Maps\MXD\Creative Playground FLU Map.mxd

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Item No. C. 12.

ORDINANCE NO. 2026-19

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2023-30; AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120, BY GRANTING A CONDITIONAL USE TO ALLOW FOR THE SALE AND SERVICE OF ALCOHOLIC BEVERAGES (BEER AND WINE) FOR CONSUMPTION ON PREMISES AS AN ACCESSORY USE TO AN ART BOUTIQUE AND AN ART LAB IN A 1,654+-SQUARE FOOT UNIT WITHIN A THREE-UNIT BUILDING LOCATED ON 0.20± DEVELOPED ACRES ZONED C-3 (CENTRAL BUSINESS DISTRICT) LOCATED ON THE WEST SIDE OF HIGHLAND AVENUE, SOUTH OF EAU GALLIE BOULEVARD AND NORTH OF MONTREAL BOULEVARD (1416 HIGHLAND AVENUE); PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING THAT THE CONDITIONAL USE GRANTED HEREIN MAY BE REVOKED BY CITY COUNCIL IF THE CONDITIONS OF APPROVAL ARE NOT MET; PROVIDING THAT THE PROPERTY SHALL BE DESIGNATED ON THE OFFICIAL ZONING MAP BY THE SYMBOLS C-C-3; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (CU2026-0001)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Ordinance No. 2023-30 is hereby repealed.

SECTION 2. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by granting a conditional use to allow for the sale and service of alcoholic beverages (beer and wine) for consumption on premises as an accessory use to an art boutique and an art lab in a 1,654±-square foot unit within a three-unit building located on 0.20± developed acres zoned C-3 (Central Business District) located on the west side of Highland Avenue, south of Eau Gallie Boulevard and north of Montreal Boulevard (1416 Highland Avenue). The property is described as:

LOT 8, BLOCK 23, VILLAGE PLAT OF EAU GALLIE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 47, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SECTION 3. That this ordinance is hereby approved subject to the following conditions:

- a. **Sales and Consumption within Building:** The sale, service and consumption of alcohol is to be located completely within the building identified as 1416 Highland Avenue as depicted on the attached floor plan. Consumption of beer and wine only shall be limited to the hours of operation identified in the applicant's business plan. The applicant is required to maintain a 2COP beverage license (beer and wine service only) issued by the Division of Alcoholic Beverages & Tobacco (ABT).
- b. **Accessory Use:** The sale, service and consumption of alcohol shall be accessory to an art boutique/art lab. If the sale, service and consumption of alcohol is not related to a principal art boutique/art lab use, a new Conditional Use will be required for the sale, service and consumption of alcohol at this address.
- c. **Chapter 6 Requirements:** The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.
- d. **Floor Plan:** The owner/applicant shall comply with the attached floor plan at all times, with a maximum overall occupancy of 66 persons. No temporary seating may be added and tables may not be moved except as directed by staff from the City of Melbourne's Code Compliance Division during special events with large crowds.
- e. **Occupancy:** The maximum occupancy for the building located at 1416 Highland Avenue will be 66 persons. Any increase in this occupancy limit of 66 persons will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council. Two or more occupant load violations in any 365-day period is a breach of this Conditional Use and will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.
- f. **Building Code Requirements:** The applicant/owner must meet all applicable building code requirements for the renovation of the unit for a change of use to art boutique/art lab prior to issuance of a Business Tax Receipt.
- g. **Noise Violations:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.
- h. **Business Tax Receipt:** Within 30 days of the issuance of the Final Order for the Conditional Use, the applicant must obtain a Business Tax Receipt for the principal operation of an art boutique/art lab with an accessory use for the sale, service and on premises consumption of beer and wine.
- i. **Historic and Architectural Review Board Approval:** The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any applicable exterior modifications to the site
- j. **Expiration of Conditional Use:** The discontinuation of use for consumption of beer and wine for six consecutive months will result in the expiration of the conditional use. Failure to establish this use within six months will also result in the expiration of the conditional use.

- k. **Special Events:** The applicant must submit a Special Activity Permit for any outdoor activities/events associated with this establishment.
- l. **Hours of Operation:** The Creative Playground's hours of operation shall be from 10:00 a.m. to 6:00 p.m. Tuesday through Friday, with later hours on Friday (6:00 p.m. to 9:30 p.m.) when adult workshops and special events are hosted, and from 10:00 a.m. to 8:00 p.m. on Saturday and Sunday.
- m. **Re-Evaluation:** A re-evaluation of the conditional use for consumption of alcohol will be required if the site or use is altered such that the occupancy is increased beyond 66 persons or the operating hours are extended beyond 9:30 p.m.
- n. **Alcohol Service:** No alcohol is to be served during youth-only programming times.

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

SECTION 5. That the above-described property shall be designated on the Zoning Map by the symbols C-C-3 to indicate that said premises shall be restricted for that particular conditional use along with the uses permitted in the C-3 (Central Business) Zoning District.

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

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

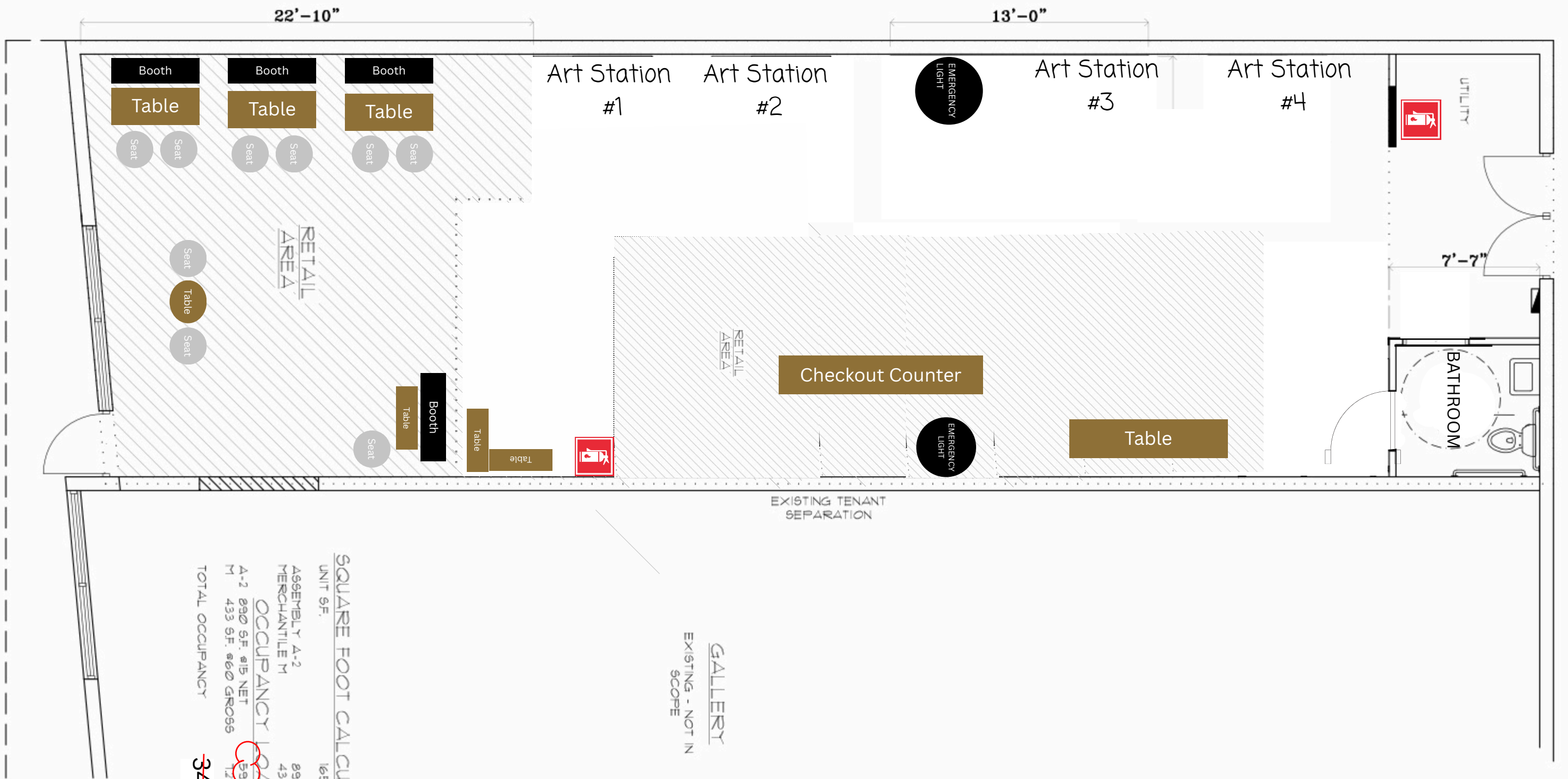
SECTION 8. That this ordinance was passed on the first reading at a regular meeting of the City Council on the _____ day of _____, 2026, and adopted on the final reading at a regular meeting of the City Council on the _____ day of _____, 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Floor Plan
Ordinance No. 2026-19



SQUARE FOOT CALCULATIONS

UNIT S.F.	1654 S.F.
ASSEMBLY A-2	890 S.F.
MERCHANTILE M	433 S.F.
OCCUPANCY LOAD	
A-2 890 S.F. @ 15 NET	59
M 433 S.F. @ 60 GROSS	7
TOTAL OCCUPANCY	34 66



Melbourne City Council
April 28, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	2
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.13.

Subject:

Ordinance No. 2026-20, Chapter 20, Article VI and Olde Eau Gallie Riverfront Community Redevelopment Plan Amendment

Background/Consideration:

This is the first reading of an ordinance amending the Olde Eau Gallie Riverfront Community Redevelopment Plan and Melbourne City Code, Chapter 20, Article VI, Olde Eau Gallie Riverfront CRA, to update language to be consistent with the Revised and Restated Interlocal Agreement between the City of Melbourne and Brevard County recorded on December 30, 2026. The Interlocal Agreement, in combination with a revised delegation of authority under Brevard County Resolution No. 2026-031, provides the authority to modify the Agency's Redevelopment Plan.

Specific changes within the proposed plan amendment include the following:

- Assignment of a new Agency termination date set for September 30, 2033.
- Updated estimate of the project cost of \$12.1 million.
- Updated funding source estimates of \$6.9 million from CIP Project/Reserves and CRA Bond of \$6.8 million.

Additionally, the ordinance amends City Code to reflect the new dates of the Revised and Restated Interlocal Agreement.

The Olde Eau Gallie Riverfront CRA Advisory Committee reviewed the proposed plan amendment on March 12, 2026 and the Committee voted unanimously to recommend approval. Additionally, on April 2, 2026, the Planning and Zoning Board approved a Finding of Consistency with the City's Comprehensive Plan.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2026-20.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Robert McKinzie, Economic Development Manager
Re: **Olde Eau Gallie Riverfront CRA Plan Amendment**
Date: April 13, 2026

This is a request to approve an ordinance amending the Olde Eau Gallie Riverfront Community Redevelopment Plan. City Council will be considering this ordinance in their capacity as the governing body. The ordinance also revises sections of Chapter 20, Article VI, to be consistent with the Interlocal Agreement between Brevard County and the City of Melbourne.

Background

Melbourne City Council originally adopted the current Olde Eau Gallie CRA Redevelopment Plan in 2001. Melbourne City Council last made a substantial amendment to the Olde Eau Gallie Riverfront CRA Plan, in 2021, in coordination with an Interlocal Agreement between the City, CRA, and Brevard County, regarding a public parking facility and an extended termination date of September 30, 2038.

Melbourne City Council and Brevard County entered into a Revised and Restated Interlocal Agreement, recorded on December 30, 2025, shortening the termination date of the Olde Eau Gallie Riverfront CRA from September 30, 2038 to September 30, 2033. In addition to establishing the revised timeline, the Interlocal Agreement authorizes a public parking garage and outlines the associated expenditures permitted, along with future restrictions on the public parking. These restrictions include: a restriction on paid parking for a 15 year period; a limitation on the parking rate structure and future use of parking revenue; and a requirement for the City to retain ownership of the garage for a minimum 50 year period.

On April 7, 2026, Brevard County Commissioners passed County Resolution No.2026-031, providing a revised delegation of authority to Melbourne City Council referencing the new Interlocal Agreement allowances and restrictions. The new delegation of authority allows for the City to amend the Olde Eau Gallie CRA Redevelopment Plan and incorporate the new sunset date and project costs.

Proposed Ordinance and Redevelopment Plan Amendment

The proposed amendment to the Olde Eau Gallie CRA Redevelopment Plan incorporates the language from the Revised and Restated Interlocal Agreement.

Specific changes within the proposed plan amendment include the following:

- Assignment of a new agency termination date set for September 30, 2033.
- Updated estimate of the project cost of \$12.1 million.
- Updated funding source estimates of \$6.9 million from CIP Project/Reserves and CRA Bond Finance of \$6.8 million.

The plan amendment reiterates that the sole eligible project for the CRA continues to be the Parking Garage Project and that there is the opportunity for a public-private partnership.

Additionally, Chapter 20, Article VI is being amended to reflect changes to the duration, and powers of the CRA, consistent with the Revised and Restated Interlocal Agreement.

Board Action

The Olde Eau Gallie Riverfront CRA Advisory Committee reviewed the proposed plan amendment on March 12, 2026 and the Committee voted unanimously to recommend approval. Additionally, on April 2, 2026, the Planning and Zoning Board approved a Finding of Consistency with the City's Comprehensive Plan.

Recommendation

Approval of the ordinance amending Chapter 20, Article VI, including an amendment to the Olde Eau Gallie Riverfront Redevelopment Plan.

Memorandum

To: Mayor and Council
From: Chris Adams, Chair, Planning and Zoning Board
Re: **Finding of Consistency (FOC2026-0002) Olde Eau Gallie Riverfront CRA Plan Amendment**
Date: April 3, 2026
**Applicant/
Representative:** City of Melbourne

The Planning and Zoning Board, at its regular scheduled meeting on April 2, 2026, reviewed the above-referenced request for the Finding of Consistency.

Following review and discussion, the Planning and Zoning Board voted 6-to-1 to recommend approval of a Finding of Consistency with the City's Comprehensive Plan for an ordinance, which amends the redevelopment plan of the Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA), including the findings and conditions identified below:

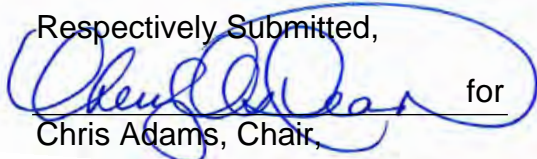
Findings of Consistency for the Proposed Plan Amendment

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 proposal is consistent with FLUE Objective 1.18 which states the City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable. The proposed revisions revise the termination date for the Olde Eau Gallie Riverfront CRA and the estimated project cost and sources of funding.
2. The proposed revisions are specifically consistent with Future Land Use Element Objective 1.18.1, which states the City shall continue to promote vitality and redevelopment of the three community redevelopment areas it established pursuant to Chapter 163, Florida Statutes: the Historic Melbourne Downtown CRA, the Babcock Street CRA, and the Olde Eau Gallie Riverfront CRA, as directed in the respective Community Redevelopment Plans. The Olde Eau Gallie

Riverfront CRA Redevelopment Plan identifies the sole eligible project for the CRA is the construction of a parking garage. Per the Interlocal Agreement, at least 270 dedicated public parking spaces will be constructed.

3. 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 the redevelopment plan of the Olde Eau Gallie Riverfront CRA.
4. The proposed revisions are consistent with Future Land Use Element Policy 1.1.1 which identifies the City shall encourage infill development by the use of higher density/intensity and mixed-use land use categories and by the use of density bonuses or targeted redevelopment programs. The project will include the construction and financing of public parking facilities within Downtown Eau Gallie. Cost estimates are provided in the Redevelopment Plan for both the construction of the parking facility and for bond financing.
5. The proposed modifications to the Redevelopment Plan are consistent with Future Land Use Element Policy 1.18.2. This policy states that the City shall coordinate redevelopment issues with the private sector to promote mobilization of public and private sector resources necessary to effectively carry out redevelopment efforts. The Redevelopment Plan recognizes an opportunity for a public-private partnership that allows for collaboration in the construction and financing of the planned public parking facility, provided the partnership offers additional public benefits.
6. The proposed change is consistent with the City Code purpose of promoting the health, safety, education, cultural and economic welfare of the public by implementing the Redevelopment Plan of the Olde Eau Gallie Riverfront Community Redevelopment Agency. This plan contains a project for a public parking facility in Downtown Eau Gallie.

Respectively Submitted,



for

Chris Adams, Chair,
Planning and Zoning Board

**REVISED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN CITY OF MELBOURNE, OLDE EAU GALLIE RIVERFRONT COMMUNITY
REDEVELOPMENT AGENCY AND BREVARD COUNTY**

THIS REVISED AND RESTATED INTERLOCAL AGREEMENT is entered into by and between the following Parties: the CITY OF MELBOURNE, a Florida municipal corporation, 900 E. Strawbridge Ave., Melbourne, Florida 32901 (hereinafter "the CITY"), the OLDE EAU GALLIE RIVERFRONT COMMUNITY REDEVELOPMENT AGENCY, a Florida dependent special district created pursuant to Part III, Chapter 163, Florida Statutes, 900 E. Strawbridge Ave., Melbourne, Florida 32901 (hereinafter "the AGENCY"), and BREVARD COUNTY, a political subdivision of the State of Florida (in its own name and on behalf of each County Taxing Authority, as defined in section 2e., below), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called "the COUNTY").

WITNESSETH:

WHEREAS, the CITY created the AGENCY pursuant to CITY Resolution No. 1657 and Ordinance No. 2001-23 after the COUNTY delegated its authority under Part III, Ch. 163, Florida Statutes, as set forth in COUNTY Resolution 2000-249; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (AGENCY tax increment fund) pursuant to section 163.387, Florida Statutes, and CITY Ordinance No. 2001-23 as a part of the noted CITY and COUNTY enabling authority; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full AGENCY tax increment payments required by section 163.387(1), Florida Statutes, and CITY Ordinance No. 2001-23 to the AGENCY since the first fiscal year of the AGENCY's operation; and

WHEREAS, the AGENCY desires to carry out community redevelopment objectives in the District by constructing a structured parking garage pursuant to section 163.370(2)(c)3, Florida Statutes, in the blighted and cramped downtown Eau Gallie area to revitalize it; and

WHEREAS, in order for AGENCY to finance and construct said parking garage, the AGENCY requires an extension to its termination date; and

WHEREAS, the COUNTY also has budgetary needs to improve transportation and roadways; and

WHEREAS, on May 24, 2021, the CITY, AGENCY, and COUNTY entered into an Interlocal Agreement, as recorded in Official Records Book 9131, Page 321 of the Public Records of Brevard County, Florida (the "Original Interlocal Agreement"); and

WHEREAS, the CITY and COUNTY have enjoyed an excellent relationship over the years, and desire to cooperate in achieving the AGENCY's community redevelopment goals; and

WHEREAS, the Parties desire to replace the Original Interlocal Agreement with this Revised and Restated Interlocal Agreement to accomplish the finance and construction of said structured parking garage.

NOW, THEREFORE, the Parties mutually agree as follows:

- 1. RECITALS.** The foregoing recitals are true and correct and are incorporated into this Agreement by this reference.
- 2. DEFINITIONS.** The following terms shall have the meanings indicated below, unless the context requires a different meaning:
 - a. "AGENCY" means the Olde Eau Gallie Riverfront Community Redevelopment Agency, a Florida dependent special district created pursuant to Part III, Chapter 163, Florida Statutes.
 - b. "AGENCY Termination Date" means September 30, 2033, unless as otherwise set forth by Section 4 of this Agreement.
 - c. "CITY" means the City of Melbourne, a Florida municipal corporation.
 - d. "COUNTY" means Brevard County, a subdivision of the State of Florida.
 - e. "County Taxing Authority" means the COUNTY, through its Board of County Commissioners, and any COUNTY established municipal services taxing unit or dependent special district on behalf of which the County levies taxes or approves a budget, to the extent such municipal services taxing unit or dependent special district is required to contribute a tax increment to the AGENCY tax increment fund established in accordance with the requirements of Section 163.387, Florida Statutes.
 - f. "Increment" or "Tax Increment" shall have the same meaning as "Increment" as set forth in in Section 163.387(1)(a), Florida Statutes.
 - g. "Parking Garage Project" means a CITY and AGENCY redevelopment project for a structured parking garage with public parking in downtown Eau Gallie.
 - h. "Parking Garage Property" means the CITY property upon which the Parking Garage Project is constructed and operated.
- 3. AUTHORITY.** This Agreement is being entered into under the authority vested in the Parties by Section 163.387(3)(b), Florida Statutes and, pursuant to that authority, supersedes any provision or requirement set forth in Section 163.387, Florida Statutes to the extent of any conflict with this agreement and that statutory provision.
- 4. AGENCY TERMINATION DATE.** Pursuant to Section 4 of the Original Interlocal Agreement, on July 6, 2021, the COUNTY adopted Resolution No. 2021-083, and on September 15, 2021, the CITY adopted Ordinance No. 2021-37 to extend the termination date of the AGENCY to September 30, 2038. Pursuant to this Agreement, the AGENCY Termination Date shall be revised to no later than September 30, 2033. The COUNTY shall adopt a supplemental resolution, and the CITY shall adopt an ordinance, revising the termination date of the AGENCY to September 30, 2033.

As with the Original Interlocal Agreement, in the event the CITY and AGENCY are able to complete construction of the Parking Garage Project and satisfy all indebtedness related to the construction of the Parking Garage Project prior to September 30, 2033, the CITY and AGENCY agree to take such actions with the COUNTY as may be required to terminate the AGENCY prior to September 30, 2033.

5. ELIGIBLE CITY & AGENCY PROJECT – PARKING GARAGE PROJECT.

- a. **Parking Garage Project.** The Parties agree that the sole AGENCY redevelopment project shall be the development, construction, and operation of the Parking Garage Project. The Parking Garage Project shall create at least two-hundred seventy (270) dedicated public parking spaces. The CITY and AGENCY agree to incorporate reasonable green infrastructure design elements for the stormwater system for the Parking Garage Project for either method of development described in Section 6 below. The Parties agree that the development, procurement, and operation of the Parking Garage Project shall be consistent with, and subject to, the terms and conditions of this Agreement.

Pursuant to Section 11 of the Original Interlocal Agreement, the AGENCY Redevelopment Plan was revised on September 15, 2021, through Ordinance No. 2021-37 to specifically identify the Parking Garage Project. Any further revision of the AGENCY redevelopment plan shall require the approval of the Brevard County Board of County Commissioners.

- b. **Ownership of Parking Garage Project.** The CITY and AGENCY agree that the Parking Garage Project, and the land upon which it is located, shall be owned by the CITY. The COUNTY acknowledges and agrees that, should the Parking Garage Project be developed through a public-private partnership agreement, such agreement may grant a lease or license interest in parking spaces not used as public parking for the use of private development.
- c. **Public Parking Spaces.** The CITY and AGENCY agree that a minimum of two-hundred seventy (270) parking spaces within the Parking Garage Project are to be used as public parking for a period of fifty (50) years and consistent with the terms and conditions of this Agreement.

The CITY and AGENCY further agree that, if the Parking Garage Project is developed as a public-private partnership, no private development partner may use any of the dedicated public parking spaces to meet applicable parking requirements in the Melbourne City Code for associated private development in the public-private partnership.

6. ELIGIBLE PROCUREMENT METHODS FOR PARKING GARAGE PROJECT.

- a. **CITY & AGENCY Capital Improvement Project:** The CITY and AGENCY may choose to undertake the Parking Garage Project pursuant to relevant state law and City Code procurement processes for capital improvement projects.

- b. **Public-Private Partnership Project:** The CITY and AGENCY may choose to undertake the Parking Garage Project pursuant to relevant state law and City Code procurement processes for a public-private partnership.

7. ELIGIBLE APPROPRIATIONS AND EXPENDITURES OF AGENCY FUNDS. The Parties agree that the AGENCY may appropriate and expend AGENCY tax increment funds as follows:

- a. **Capital Expenditures and Project-Related Costs.** The Parties acknowledge and agree that the CITY and AGENCY have provided the COUNTY with a cost estimate for a 300-space structured parking garage facility at the Project site in downtown Eau Gallie from engineering consultants with experience developing structured parking garage facilities. The Parties further acknowledge and agree that this cost estimate substantiates the CITY's and AGENCY's intended capital investment of up to \$10.5 million for the Parking Garage Project, whether through a CITY and AGENCY capital improvement project expenditure or through a capital contribution to a public-private partnership project.

In addition to capital expenditures or contributions of up to \$10.5 million toward the Project, the CITY and AGENCY will also incur associated costs with the procurement, development, and construction of this Project including, but not limited to, legal costs related to drafting of construction contracts and a public-private partnership agreement, costs of issuing indebtedness to finance the construction costs or capital contribution, professional engineering design or consulting costs, construction engineering inspection management costs, preconstruction and postconstruction bonds, and other similar related costs of the Project. The Parties agree that the CITY and AGENCY are authorized to expend available AGENCY tax increment funds on such costs of the Project to the extent such expenditures are eligible under Ch. 163, Part III, Florida Statutes.

Accordingly, the Parties agree that the CITY and AGENCY may appropriate and expend AGENCY tax increment funds (and associated indebtedness contemplated by this Agreement) in an amount not to exceed \$12,075,000 dollars towards the capital expenditures and associated costs (not including debt service costs as described in subsection (b) below) towards the Parking Garage Project. The COUNTY further agrees that such a capital contribution to a public-private partnership, pursuant to the terms and conditions of this Agreement, does not constitute the use of AGENCY tax increment funds (and related indebtedness contemplated by this Agreement) to subsidize any private portions of the Parking Garage Project or other related private development within a public-private partnership.

- b. **Debt Service on Indebtedness for Parking Garage Project.** The Parties agree that the CITY and AGENCY are authorized to expend available AGENCY tax increment funds to pay outstanding debt service on issued indebtedness for the Parking Garage Project, as described further in Section

8 herein, to the extent such expenditures are eligible under Ch. 163, Part III, Florida Statutes.

- c. **Other Administrative Costs of the AGENCY.** Pursuant to Section 6(c) of the Original Interlocal Agreement, the CITY and AGENCY have wound down all other AGENCY projects, obligations, and actions such that the Parking Garage Project is the only remaining project, and all AGENCY expenditures are those associated with the Parking Garage Project and administrative expenses for actions required by Statute, the Original Interlocal Agreement, or the Special Districts Office of the Florida Department of Commerce. Pursuant to this Agreement, the CITY and AGENCY are authorized to expend available AGENCY funds on AGENCY administrative expenses for actions required by Statute, this Agreement, or the Special Districts Office of the Florida Department of Commerce.
- d. **Unspent AGENCY Tax Increment Funds.** The Parties agree that, after the Effective Date of this Agreement, any AGENCY tax increment funds not appropriated or expended pursuant to subsections (a) through (d) above, may either be deposited into an escrow account for the purpose of later reducing the amount of indebtedness pursuant to Section 163.387(7)(c), Florida Statutes, or returned to the Taxing Authorities at the end of each fiscal year pursuant to Section 163.387(7)(a), Florida Statutes.

8. AGENCY INDEBTEDNESS FOR PARKING GARAGE PROJECT.

- a. **Limitations; Purpose.** The Parties agree that the AGENCY may only borrow money, issue any kind of bond, pledge tax increment funds to a bond, incur indebtedness, and apply for and accept advances, loans, or any other repayable financial assistance, or to give such security as may be required for any of the above in furtherance of the Parking Garage Project pursuant to the terms and conditions of this Agreement. The CITY and AGENCY agree the AGENCY shall not undertake the above-described activities of incurring debt for any other purpose and shall only incur indebtedness consistent with this Agreement.
- b. **Amount; Maturity Date.** The Parties agree that the AGENCY's projections for tax increment funding to the AGENCY through the Termination Date can support indebtedness for the expenditures set forth in Section 7 in furtherance of the Parking Garage Project. The COUNTY agrees and authorizes the CITY and AGENCY to issue indebtedness up to a maximum of \$6.835 million in principal for the Parking Garage Project and related eligible expenditures, so long as the maturity date of the indebtedness does not exceed the AGENCY Termination Date.
- c. **Tax-Basis.** The indebtedness for the Parking Garage Project shall be issued on a tax-exempt basis, unless the CITY and AGENCY's bond counsel advises that all or a portion of it should be issued on a taxable basis.

9. PUBLIC PARKING SPACES; PARKING REVENUE AND ELIGIBLE USES OF SUCH REVENUE.

- a. **Term of Free Public Parking; Time Limits; Enforcement.** The Parties agree that the public parking spaces of the Project will be available with no term parking charges (i.e. hourly, daily, etc.) for a period of fifteen (15) years after the Project is completed. Notwithstanding this provision for public parking with no term charges, the CITY and AGENCY are authorized to adopt and enforce time limitations on public parking, and to enforce penalties of those time limitations through fines and charges as adopted by City Council.
- b. **Paid Public Parking.** Subsequent to the end of the fifteen (15) year term as described in subsection (a) above, the CITY is authorized to adopt and enforce term charges (i.e. hourly, daily, etc.), time limitations, and penalties for the public parking spaces of the Project as adopted by City Council.
- c. **Eligible Uses of Public Parking Fees and Enforcement Revenues.** For a term of ten (10) years after adopting term parking rates as described in Section 9(b) above, the CITY and AGENCY agree that all net revenues (after enforcement and administrative costs) of paid parking charges from Section 9(b) above shall be utilized in the following order of priority:
 - i. **Capital Maintenance Reserves for the Project:** The CITY will first utilize parking revenues to fund its capital maintenance reserves for the Project, based on each relevant adopted fiscal year budget and the City's capital reserve and investment policies.
 - ii. **Annual Operational and Maintenance Obligations for the Project:** The CITY will next utilize parking revenues for any annual operational and maintenance obligations it may have for the Parking Garage Project.

At the conclusion of the ten (10) year term described above, the CITY shall not be restricted in the uses of revenue from paid public parking spaces of the Parking Garage Project.

- d. **Rate Structure of Paid Public Parking.** Subsequent to the fifteen (15) year term identified in Section 9(b), the CITY and AGENCY agree that the rate structure of term parking rates for the public parking spaces will be applied uniformly with no differential in the rates charged to the public or the time limits for use of the public parking spaces. During the initial ten (10) year term described in Section 9(c) above, the CITY and AGENCY will make reasonable attempts to set rates to collect annual revenues for the estimated needs for the eligible uses set forth in subsection (c) above.

10. CITY AND COUNTY TAX INCREMENT CONTRIBUTION.

- a. **COUNTY Tax Increment Contribution.** Pursuant to Section 163.387, Florida Statutes, the COUNTY agrees to continue its annual contribution to the AGENCY TAX increment trust fund in every fiscal year through the AGENCY Termination Date.
- b. **CITY Tax Increment Contribution.** Pursuant to Section 163.387, Florida Statutes, the CITY agrees to continue its annual contribution to the AGENCY

tax increment trust fund in every fiscal year through the AGENCY Termination Date.

11. RESTRICTIVE COVENANT. In furtherance of the terms and condition set forth in this Section 5, the CITY and AGENCY agree to execute and record a restrictive covenant on the Parking Garage Property in the Public Records of Brevard County, Florida for the following:

- i. That the Parking Garage Property shall be owned by the CITY for a period of fifty (50) years from the date the restrictive covenant is recorded, except as authorized to be transferred by the COUNTY;
- ii. That a minimum of two-hundred seventy (270) parking spaces are dedicated as public parking for a period of fifty (50) years from the date the restrictive covenant is recorded;
- iii. That no private development partner may use any of the dedicated public parking spaces to meet applicable parking requirements in the Melbourne City Code for associated private development in the public-private partnership; and
- iv. Notwithstanding the dedication of two-hundred seventy (270) parking spaces for public parking, such public parking shall be subject to the fee and enforcement provisions of Section 9 of this Agreement.

12. BOUNDARIES. The Parties agree that the CITY and AGENCY shall not modify the AGENCY redevelopment plan to expand the boundaries of the Olde Eau Gallie Riverfront Community Redevelopment Area without the consent of the COUNTY.

13. ACCOUNTING; ANNUAL AUDIT; REPORT; MEETING.

- a. **Transfers of AGENCY Funds.** The CITY and AGENCY agree that all transactions with AGENCY funds will occur within the AGENCY trust fund.
- b. **Parking Garage Project Asset Reporting Per GASB Standards.** The CITY and AGENCY will follow Chapter 163, Part III, Florida Statutes and GASB standards for accounting pertaining to the Parking Garage Project.
- c. **Annual Audit Reports.** Each fiscal year, the AGENCY shall prepare and submit to the COUNTY a report in the form set forth in Exhibit A, attached and incorporated herein by reference. The AGENCY shall also prepare and submit to the COUNTY an annual report of the AGENCY to included audited financial statements to the COUNTY, as required by Section 163.387(8), Florida Statutes. The CITY and AGENCY agree to have the independent auditor preparing the audit report examine AGENCY expenditures and certify that all AGENCY tax increment fund revenues have been lawfully expended solely in compliance with and for community redevelopment purposes authorized by law, under the provisions of Chapter 163, Part III, Florida Statutes, and the terms of this Agreement.
- d. **Meeting.** The City Manager of the CITY or Chairperson of the AGENCY governing body agrees to meet annually with the County Commissioner of District 4 to discuss the annual audit reports. The CITY, AGENCY, and

COUNTY agree that, in accordance with its authority under Section 125.01(1)(x), Florida Statutes, at any time during the remaining term of the AGENCY, the COUNTY shall have the right to require the AGENCY to retain an independent auditor to conduct a performance audit paid for by the COUNTY.

14. EFFECT OF AGREEMENT. This Agreement, including the exhibits, and any written amendments executed by the Parties to this Agreement constitute the entire agreement between the Parties. This Agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all Parties. This Agreement supersedes all prior agreements to the extent that they are in conflict with this Agreement, including the Original Interlocal Agreement. Nothing in this Agreement shall be interpreted as modifying the authority of the Board of County Commissioners as outlined in Section 3(b) of COUNTY Resolution 2000-249.

15. ATTORNEY'S FEES. In the event any litigation arises out of this Agreement or under this Agreement, each party shall bear its own attorney's fees and costs.

16. NOTICES. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and, in the case of notice to the City or County Manager, by email. Notice shall be deemed to have been duly given if emailed and by personal delivery or deposit of the same in certified mail:

CITY and CRA: City Manager
 City of Melbourne
 City Hall, Fifth Floor
 900 E. Strawbridge Ave.
 Melbourne, FL 32901
 city.manager@mlbfl.org

COUNTY: County Manager
 2725 Judge Fran Jamieson Way
 Melbourne, FL 32940
 (email address available at County website)

17. GOVERNING LAW. The validity, construction, and enforcement of, and the remedies under this Agreement, shall be governed in accordance with the laws of the State of Florida, and venue of any proceeding shall be Brevard County, Florida.


18. SAVINGS CLAUSE. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

19. EFFECTIVE DATE; RECORDING; EFFECT ON PRIOR INTERLOCAL AGREEMENT. This Agreement shall take effect on the date that it is executed by all Parties and recorded in the Official Records of Brevard County, Florida by either the CITY or COUNTY. Upon recording, this Agreement shall supersede and terminate the Original Interlocal Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives.

CITY OF MELBOURNE

By: 
Jenni Lamb, City Manager
(as approved by City Council on DEC - 9 2025)


Attest: 
Kevin McKeown, City Clerk
(CITY SEAL)
Justice Stevens
Assistant City Clerk



**OLDE EAU GALLIE RIVERFRONT
COMMUNITY REDEVELOPMENT AGENCY**

By: 
Jenni Lamb, City Manager
(as approved by CRA BOARD on DEC - 9 2025)

BREVARD COUNTY

By: 
Thad Altman, Chair
(as approved by the Board on DEC 16 2025)

Attest: 
Rachel Sadoff, Clerk
(COUNTY SEAL)

ORDINANCE NO. 2026-20

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OLDE EAU GALLIE RIVERFRONT COMMUNITY REDEVELOPMENT PLAN PURSUANT TO A DELEGATION OF AUTHORITY BY BREVARD COUNTY RESOLUTION 2026-031; MAKING FINDINGS; AMENDING CHAPTER 20 OF THE CITY CODE, ENTITLED "COMMUNITY PLANNING AND DEVELOPMENT"; AMENDING ARTICLE VI, OLDE EAU GALLIE RIVERFRONT COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR A REVISED TERMINATION DATE; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, pursuant to Chapter 163, Part III, Florida Statutes, the City operates a Community Redevelopment Agency ("CRA") known as the Olde Eau Gallie Riverfront CRA (the "Agency") within the area established by the City Council and described in Section 20-202 of the City Code; and

WHEREAS, Section 163.361, Florida Statutes, provides that if it becomes necessary or desirable to amend or modify a redevelopment plan, a governing body may amend such plan upon the recommendation of the agency; and

WHEREAS, Brevard County, the City, and the Agency entered into an Interlocal Agreement in May 2021 regarding the projects and termination date of the Agency; and

WHEREAS, pursuant to the 2021 Interlocal Agreement the City adopted Ordinance No. 2021-37 to revise City Code relating to the Agency to conform to the requirements of the Interlocal Agreement; and

WHEREAS, Brevard County, the City, and the Agency recently entered into a Revised and Restated Interlocal Agreement regarding the projects and termination date of the Agency; and

WHEREAS, Brevard County has delegated authority to the Melbourne City Council to modify the community redevelopment plan, as provided in Florida Statutes, Section 163.358 and consistent with Brevard County Resolution No. 2026-031; and

WHEREAS, adoption of this ordinance establishes a new termination date of September 30, 2033 for the Agency; and

WHEREAS, the revisions to Chapter 20, Article VI of the City Code set forth in this ordinance are intended to be consistent with Brevard County Resolution No. 2026-031 and the associated Revised and Restated Interlocal Agreement, executed on December 16, 2025 and recorded on December 30, 2025 in Official Records Book 10513, Page 2967, Public Records of Brevard County, Florida; and

WHEREAS, the amendment to the redevelopment plan describing the parking facilities project, including the estimated cost and financing for implementation by the CRA, is attached as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Olde Eau Gallie Riverfront CRA Advisory Committee and the Local Planning Agency reviewed the plan and found the proposed amendment to the redevelopment plan to be consistent with Section 163.360, Florida Statutes, and the Comprehensive Plan.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That attached hereto as Exhibit A and incorporated herein by this reference is the amendment to the Olde Eau Gallie Riverfront Community Redevelopment Plan dated August 24, 2021.

SECTION 2. That the termination date of the Agency is revised to September 30, 2033.

SECTION 3. That Chapter 20, Article VI of the City Code of Melbourne, Florida is hereby amended as follows:

CHAPTER 20. COMMUNITY PLANNING AND DEVELOPMENT

* * * *

ARTICLE VI. OLDE EAU GALLIE RIVERFRONT COMMUNITY REDEVELOPMENT AGENCY

Sec. 20-200. Created.

By virtue of City Resolution No. 1657, adopted on September 12, 2000, the Olde Eau Gallie Riverfront Community Redevelopment Agency was created within the city. The north expansion and south expansion areas became a part of the community redevelopment area by virtue of the adoption of Resolution No. 1939, adopted June 28, 2005, making a finding of blighted conditions, and Ordinance No. 2005-77. The Pineapple Shores expansion area became a part of the community redevelopment area by virtue of the adoption of Resolution No. 3503, adopted July 14, 2015, making a finding of blighted conditions, and Ordinance No. 2015-31. Ordinance 2021-37 is a redevelopment plan amendment, including an extension of the Agency termination date. Ordinance 2026-20 is a redevelopment plan amendment, including a revised Agency termination date. Pursuant to F.S. §§ 163.356(1) and 163.357(1)(b), while the city council sits as the governing body of the community redevelopment agency, the community redevelopment agency is constituted as a public body, corporate and politic, and as a legal entity, separate, distinct, and independent from the city council.

* * * *

Sec. 20-205. Powers of the city council.

(a) Pursuant to County Resolution No. 2000-249 as amended by County Resolution No. 2021-083 and County Resolution No. 2026-031, the following powers shall vest in the city council with regard to the Olde Eau Gallie Riverfront Community Redevelopment Agency:

* * * *

- (10) The power to prepare community redevelopment plan modifications thereof, all pursuant F.S. §§ 163.360-163.362 only to the extent the current community redevelopment plan is amended to specifically identify the Agency's sole redevelopment project as the construction of a parking garage as set forth in the Revised and Restated Interlocal Agreement dated May 4, 2021-December 16, 2025. Any authority to prepare and modify said plan beyond the project specified above shall require the approval of Brevard County;

* * * *

- (21) For the purposes provided in the Revised and Restated Interlocal Agreement dated May 4, 2021-December 16, 2025 and Brevard County Resolution 2021-083 2026-031, the power to borrow money and to apply for and accept advances, loans, grants, contributions and any other form of financial assistance from the federal government or the state, county, or other public body or from any sources public or private, for the purposes of F.S. ch. 163, pt. III, and to give such security as may be required and to enter and carry out contracts or agreements in connection therewith, and to include in any contracts for financial assistance with the federal government for or with respect to community redevelopment and related activities such conditions and powers pursuant to federal law as the city deems reasonable and appropriate which are not inconsistent with the purposes of F.S. ch. 163, pt. III;

* * * *

Sec. 20-208. Duration of agency.

Unless extended by resolution of the board of county commissioners amending County Resolution No. 2000-249, ~~and County Resolution 2021-083, and County Resolution 2026-031,~~ the delegation of authority provided for in Brevard County Resolution No. 2000-249, as extended by County Resolution 2021-083, and as further revised by County Resolution 2026-031, shall terminate on September 30, ~~2033~~2038. Thereupon, the community redevelopment agency shall cease to exist as a community redevelopment agency pursuant to F.S. ch. 163, pt. III.

Sec. 20-209. Agency annual budget.

* * * *

(b) The community redevelopment agency shall not expend in any one community redevelopment agency fiscal year more than 25 percent of the tax increment revenues from the City raised for that year, pursuant to F.S. § 163.387, on administrative expenses. For fiscal years 2022 and 2023, the community redevelopment agency shall not expend more than 5 percent of the tax increment revenues from Brevard County raised for either fiscal year, pursuant to F.S. § 163.387, on administrative expenses. After October 1, 2023, the community redevelopment agency shall not expend any tax increment revenues from Brevard County for administrative expenses. For the purpose of this section, the term "administrative expenses" includes personnel costs (i.e., salary and fringe benefits) of community redevelopment agency staff, office equipment and supplies, operating overhead, postage, printing or copying charges, travel costs, seminar costs, and similar direct expenses of the community redevelopment agency. Agency expenditures for administration are specific to facilitating the construction or financing of parking facilities and Agency compliance with the reporting and audit requirements within Florida Statutes and the Revised and Restated Interlocal Agreement dated May 4, 2024 December 16, 2025.

Sec. 20-210. Community redevelopment plan approved.

The Olde Eau Gallie Riverfront Urban Infill and Community Redevelopment Plan adopted by Ordinance No. 2001-23, as amended by Ordinance No. 2005-77, Ordinance No. 2014-15, Ordinance No. 2015-31, ~~and Ordinance No. 2021-37, and Ordinance No. 2026-20,~~ shall constitute the community redevelopment plan for the Olde Eau Gallie Riverfront Community Redevelopment Agency.

Sec. 20-211. Redevelopment trust fund.

* * * *

(b) Term of existence. The trust fund shall be self-perpetuating and sustaining from year to year, unless specifically terminated by the city council, subject to the provisions of County Resolution No. 2000-249, ~~and County Resolution No. 2021-083, and County Resolution 2026-031,~~ as amended from time to time.

* * * *

SECTION 4. Severability/Interpretation Clause.

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

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

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

SECTION 6. That this ordinance was passed on the first reading at a regular meeting of the City Council on the _____ day of _____, 2026, and adopted on the second and final reading at a regular meeting of the City Council on the _____ day of _____, 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A – Amendment to the Community Redevelopment Plan

Ordinance No. 2026-20

Exhibit -Ordinance 2026-20

Sunset Date:

In accordance with Brevard County Resolution 2026-031, delegation of authority to City Council includes the revised agency termination date at the end of September 30, 2033.

Projects and Programs of the Olde Eau Gallie Riverfront CRA:

This Redevelopment Plan Amendment eliminates all existing projects, programs, planned priorities established within the “Olde Eau Gallie Riverfront Urban Infill and Community Redevelopment Plan” document, as approved under Ordinance No. 2001-23.

A public- private partnership may be a consideration in completing this project:

This Redevelopment Plan Amendment provides the opportunity for a public-private partnership for the CRA construction and finance of the public parking facility. For consideration of a public-private partnership, the project must demonstrate additional public benefit, than a stand-alone public project constructed, financed, owned, managed by the CRA and City of Melbourne.

The Olde Eau Gallie Riverfront CRA Plan includes the following sole CRA redevelopment capital project:

Project	Years	Total Estimated Cost	Sources & Estimate
Public Parking Facilities	2026-2033	\$12.075 Million	<ul style="list-style-type: none">• CRA CIP Project & Reserve \$6.9M• Bond Finance \$6.8M



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

April 8, 2026

MEMORANDUM

TO: Kathy Wall, Central Services Director

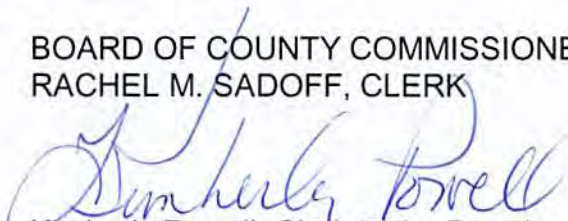
RE: Item I.1., Resolution Modifying the Delegated Authority to the City of Melbourne and the Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA)

The Board of County Commissioners, in regular session on April 7, 2026, adopted Resolution No. 26-031, amending the County's delegation of authority to the City of Melbourne and the Olde Eau Gallie Riverfront CRA to conform with the 2025 Interlocal Agreement adopted by the Board on December 16, 2025, and recorded in the County's Official Public Records. Enclosed is a fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: Finance
Budget

RECEIVED

APR 13 2026

Brevard County
Central Services

RESOLUTION NO. 2026-031

A RESOLUTION MODIFYING THE DELEGATION OF COMMUNITY REDEVELOPMENT AGENCY POWERS TO THE CITY OF MELBOURNE BY BREVARD COUNTY IN RESOLUTION 2000-249, AS AMENDED BY RESOLUTION 2021-83 TO CONFORM TO THE REVISED AND RESTATED INTERLOCAL AGREEMENT DATED DECEMBER 16, 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is the governing body of Brevard County (hereafter referred to as "the County"), the electors of which adopted a home rule charter in November 8, 1994, which became effective January 1, 1995; and

WHEREAS, Section 163.410, Florida Statutes, provides that in any county which adopted a home rule charter, the community redevelopment powers conferred by Part III of Chapter 163, Florida Statutes, shall be exercised exclusively by the governing body of such county; and

WHEREAS, the County has, by Resolution 2000-249, pursuant to Section 163.410, Florida Statutes, delegated authority to the City of Melbourne (hereinafter the "City") to create a community redevelopment agency referred to as the Olde Eau Gallie Riverfront Community Redevelopment Agency (hereinafter "the Agency"); and

WHEREAS, the County provided for a conditional delegation of powers to the City, reserving the right to either revoke the delegation of authority to the City or to designate itself as the redevelopment agency at any time that the Board deems that it is necessary for the protection of the health, safety, welfare or fiscal interests of the public or the redevelopment area; and

WHEREAS, the County and the City previously entered into an interlocal agreement dated May 4, 2021 (hereinafter the "2021 Interlocal Agreement") governing what powers and projects the Agency will have through its sunset date; and

WHEREAS, in conformance with the 2021 Interlocal Agreement, the County adopted Resolution 2021-083, amending Resolution 2000-249, modifying the delegation of community redevelopment agency powers from the County to the City and Agency; and

WHEREAS, the County, City and Agency adopted the Revised and Restated Interlocal Agreement between the City, the Agency and the County, recorded in Official Records Book 10513, Page 2967 (hereinafter "2025 Interlocal Agreement") to replace the 2021 Interlocal Agreement to allow, in part, for the City and Agency to construct and finance a parking garage through a public-private partnership, amending requirements for parking charges and public

parking within the garage, amending the Agency's sunset date to no later than September 30, 2033, and any other provisions stated therein; and

WHEREAS, the County finds that it is necessary to modify Resolution 2000-249, as amended by 2021-083, to amend the County's delegation of authority to the City and Agency to conform with the 2025 Interlocal Agreement pursuant to 163.358, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA:

1. The foregoing recitals are true and correct and are incorporated by reference in this Resolution as findings.
2. This Resolution amends County's previous delegation of community redevelopment powers, including the authority to modify the redevelopment plan, previously delegated to the City through Brevard County Resolution 2000-249, as amended by Brevard County Resolution 2021-083 and the 2021 Interlocal Agreement, which are herein incorporated by reference to conform to the Revised and Restated Interlocal Agreement between the City of Melbourne, Olde Eau Gallie Riverfront Community Redevelopment Agency and Brevard County, recorded in Official Records Book 10513, Page 2967 ("2025 Interlocal Agreement") which is herein incorporated by reference.
3. The County hereby delegates the community redevelopment powers pursuant to 163.358 Florida Statutes, as specified and limited in the 2025 Interlocal Agreement. The terms of the 2025 Interlocal Agreement shall replace and amend all provisions or delegations of authority of any previously adopted resolutions related to the County's delegation of these powers to the City and the Agency.
4. The terms of the 2025 Interlocal Agreement shall control the delegation of authority granted under this Resolution. All resolutions or parts thereof that may be determined to be in conflict with this Resolution and the 2025 Interlocal Agreement are repealed. All other terms not in conflict with this Resolution and the 2025 Interlocal Agreement shall remain in full force and effect.
5. The County retains all authorities not specifically delegated to the City and Agency in this Resolution.
6. If any section, subsection, sentence, clause, phrase, or portion of this Resolution or previously adopted related resolutions are for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

7. This Resolution shall take effect on the date of adoption.

DONE AND ADOPTED, this 7th day of April 2026 in Regular Session by the Board of County Commissioners, Brevard County, Florida.



Thad Altman, Chairman
(as approved by the Board on April 7, 2026)

ATTEST:



Rachel Sadoff, Clerk



Melbourne City Council
April 28, 2026
City Manager's Item Report

Department:	Fire Department - Code Compliance
Presenter:	Mark Herold
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.

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).



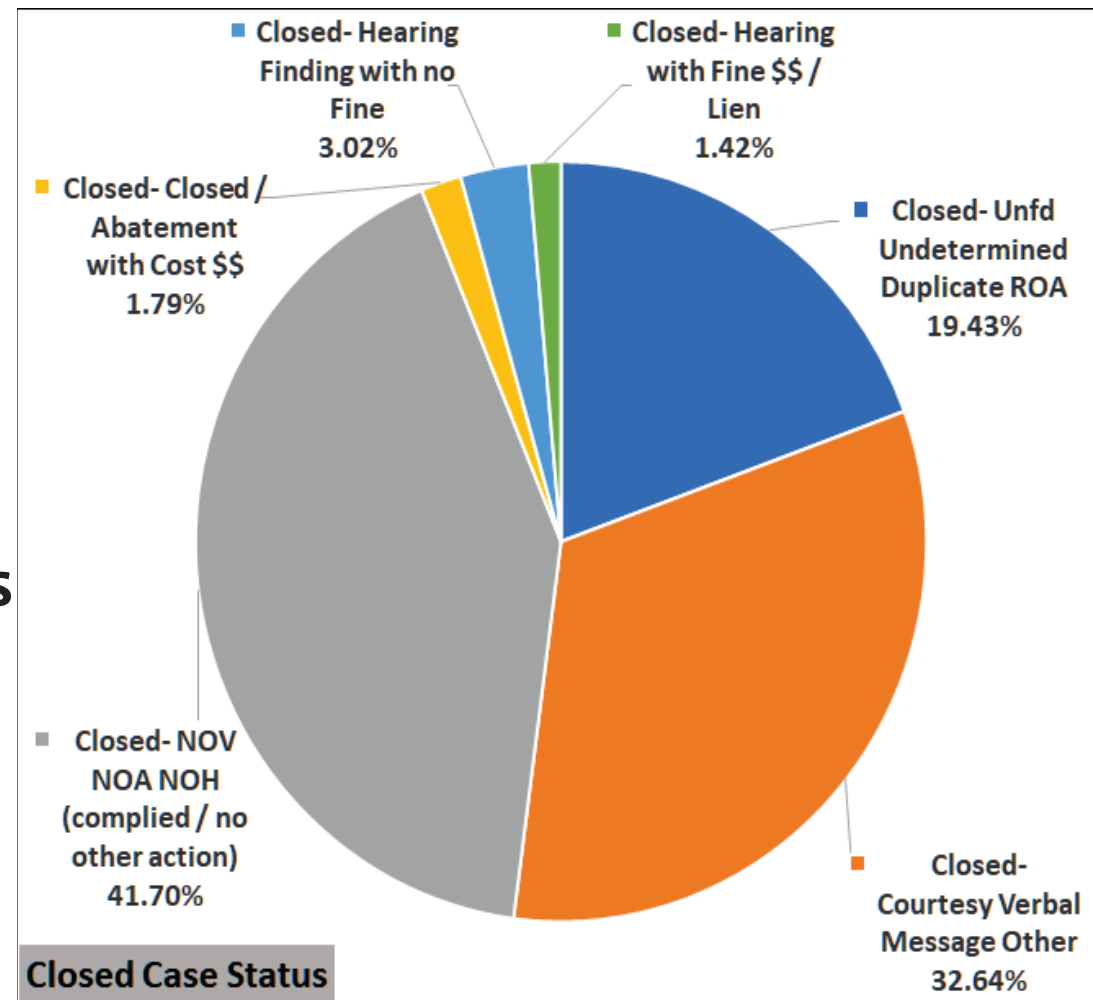
Customary Enforcement

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)



Other Legally Available Enhanced Enforcement Approaches

- Court ordered nuisance injunction
- Court ordered punitive action against uncooperative property owners
- Foreclosure of non-homesteaded property



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:
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



City of
Melbourne
The Harbor City



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

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
2. Fine / Lien Prev. Yrs.	29
3. Finding Current Yr.	24
4. Fine / Lien Current Yr.	5
	TOTAL
	106

2025

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
I 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

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

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

CODE ENFORCEMENT ANNUAL REPORT

Created: 1/2/2025

CE REPORT FOR: 2025
All Areas Combined

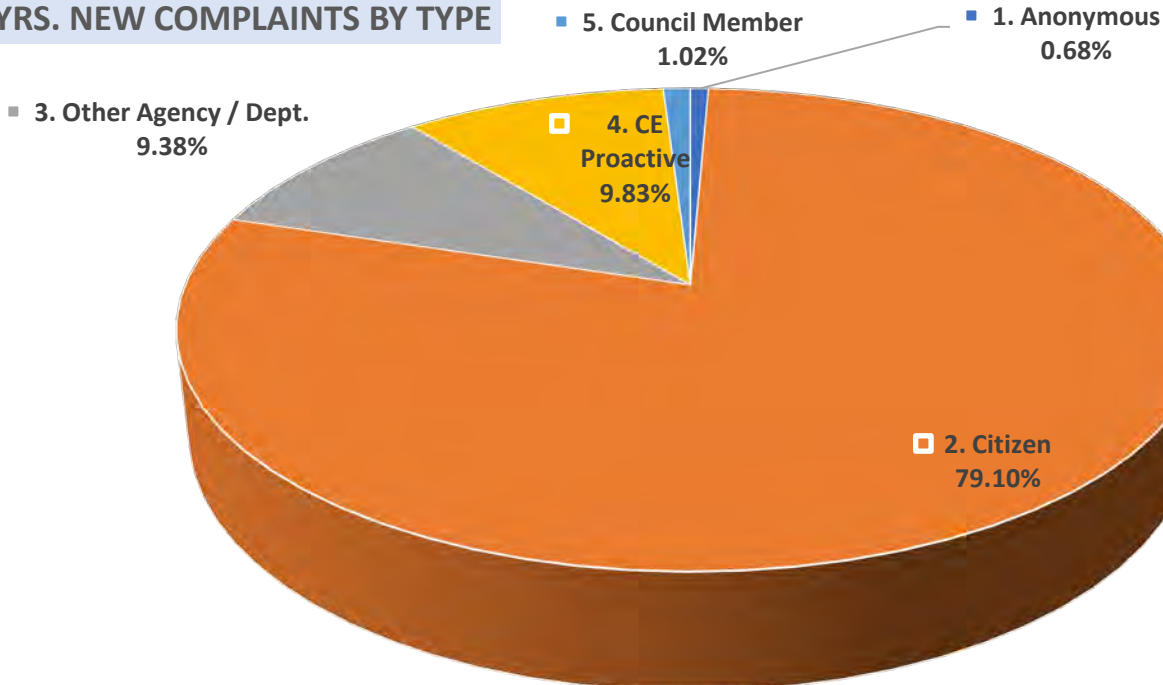
XVI. THIS YEAR'S FIELD ACTIVITY:

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 28, 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.15.

Subject:

Council Discussion Regarding Volunteer Boards

Background/Consideration:

The City of Melbourne has 13 volunteer boards that provide public input on a number of City-related issues such as community redevelopment, planning and zoning, affordable housing, brownfields, code enforcement, pension administration, historic preservation, and energy efficiency. A complete board roster is included within the agenda package and includes a roster of current members, vacancies on each board (if any), the terms of all members, and staff assigned to support each board. The roster also includes a description page for each board listing the City Code or other applicable law providing for the board's creation, duties and scope, qualifications for membership, and additional information related to the board.

In addition to the 13 city boards, additional committees include the Administrative Review Committee (comprised of City staff members as required by City Code), the Melbourne Airport Authority (comprised of three City Council members who are appointed by City Council), and the Melbourne Housing Authority (members are appointed by the Mayor with approval from the City Council).

Over the past several months, multiple topics related to the City's advisory boards have been discussed by City Council. At its March 10, 2026 regular meeting, Council expressed a desire to have an agenda item prepared to discuss these topics. A brief summary of each topic is listed below.

Code of Conduct for Volunteer Board Members

Council Member David Neuman has discussed a desire to develop a code of conduct for volunteer advisory board members. The City does not currently have an adopted code of conduct for volunteer advisory board members. However, during orientation, newly appointed board members are provided with a copy of the City's code of ethics (Sec. 3.21 of the City Charter). Volunteer board members are also subject to the ethics standards of Chapter 112, Florida Statutes.

Appointment, Suspension, and Removal of Volunteer Board Members

A volunteer board member may resign from their seat on the board or may not be reappointed by City Council at the end of their term. Apart from these methods of separating from a board, Council may suspend or remove a board member during the course of their term based on Sec. 2-138 of City Code, which points to the provisions of F.S. 112.501 and 112.51. In sum, these provisions of Florida Statute provide a process whereby City Council may suspend or remove a volunteer advisory board



member by holding a public hearing (with reasonable notice provided to the board member) to consider a resolution that specifies the facts as to the basis for the proposed suspension or removal of said member. The referenced statutes have been included in the agenda package.

Over the course of several discussions, Council Members have expressed a desire to look into the potential for a City Charter amendment to provide City Council with more flexibility in removing advisory board members. At its December 9, 2025 meeting, Council expressed consensus for the City Attorney to provide options for a potential charter amendment to allow for Council to remove volunteer board members based on certain criteria. Following discussion at its January 27, 2026 regular Council meeting about the proposed code of conduct and a potential City Charter amendment, the City Attorney stated that a proposed ordinance language for a referendum would be brought back to City Council. Please see the City Attorney's memorandum on this topic included with this agenda item.

Attendance Standards

During the December 9, 2025 regular Council meeting, there was consensus from City Council for staff to provide the attendance records for all volunteer board members for the calendar year. A memo from the City Clerk, along with attendance records for each of the City's advisory boards, was provided to City Council at its January 27, 2026 regular meeting. Since that time, attendance reports have been and will continue to be included in the agenda package for board appointments. The current standards outlined in Sec. 2-143 of City Code have been included in the agenda package.

Functions/Duties of Non-Quasi-Judicial Boards and Merging/Consolidation of Boards

At the February 10, 2026 regular Council meeting, Council Member Neuman requested that City staff review the functions/duties of the City's non-quasi-judicial boards and provide information back to Council. Further, Council Member Neuman requested that an item be placed on a future agenda to discuss options for consolidating the functions for the Zoning Board of Adjustment to another board (such as the Planning and Zoning Board). At its March 10, 2026 regular Council meeting, the City Attorney provided information to Council, noting that both the Zoning Board of Adjustment and Planning and Zoning Board are called out in the City Charter and that an amendment to the City Charter would be needed to merge these two boards. Such a process would include the adoption of an ordinance (requiring two readings) and a referendum to appear on the November general election ballot. Please see the City Attorney's memorandum on this topic included with this agenda item.

For information, City staff have already begun looking into the possibility of merging the Affordable Housing Advisory Committee and the Citizens' Advisory Board.

Fiscal/Budget Impact:

N/A

Requested Action:

City staff is seeking direction from City Council on all of the topics listed above. To assist Council in moving the overall discussion along, some questions to consider include:

Code of Conduct for Volunteer Board Members

Is City Council still interested in developing, adopting and enforcing a code of conduct for volunteer board members?

Appointment, Suspension, and Removal of Volunteer Advisory Board Members



The City Attorney's memo includes draft language for a potential charter amendment regarding the appointment, suspension, and removal of appointed board members. With consensus of Council, the City Attorney will draft a proposed ordinance to amend the City Charter as directed by Council.

Attendance Standards

Are the current standards set forth in City Code sufficient? Does City Council want to propose additional or revised standards?

Functions/Duties of Non-Quasi-Judicial Boards and Merging/Consolidation of Boards

Does City Council wish to amend or revise the duties of any non-quasi-judicial boards? Does Council wish to proceed with an ordinance to amend the City Charter to merge the Zoning Board of Adjustment and the Planning and Zoning Board? Does City Council wish to explore merging/consolidating any other city advisory boards?

MEMORANDUM

TO: Mayor and City Council
FROM: Adam M. Conley, City Attorney
DATE: April 16, 2026
RE: Proposed Charter Amendments Regarding Appointed Board Duties and Members

I. Background

At the December 9th, 2025 meeting, City Council directed the City Attorney to review and advise Council on options for potential amendments to the City Charter, providing City Council with a process for the removal of appointed Board members that would supersede the standard removal provisions within Section 112.501, Florida Statutes. Separately, City Council also directed the City Attorney to review and advise Council on options for the possible consolidation of the City Planning & Zoning Board and Zoning Board of Adjustment.

II. Proposed Charter Amendment Regarding the Process for Appointment, Suspension, and Removal of Appointed Board Members.

As was noted in my previous memo to Council dated November, 21, 2025, the suspension or removal of an appointed municipal board member is governed by Section 112.501 Florida Statutes, which is also referenced in Section 2-136, Melbourne City Code. Pursuant to this statute, a governing body of the municipality may:

- Suspend or remove from office any municipal board member for malfeasance, misfeasance, neglect of duty, habitual drunkenness, incompetence, or permanent inability to perform his or her official duties.
- Suspend from office any municipal board member who is arrested for a felony or for a misdemeanor related to the duties of office or who is indicted or informed against for the commission of any federal felony or misdemeanor or state felony or misdemeanor.
- Remove from office any municipal board member who is convicted of a federal felony or misdemeanor or state felony or misdemeanor.¹

Under this process, if considering suspension or removal of a municipal board member, City Council must provide the municipal board member reasonable notice and an opportunity to be heard regarding the basis for possible suspension or removal. After this hearing, City Council must adopt a resolution specifying facts advising the board member as to the basis for the suspension or removal as provided for in Section 112.501.²

Pursuant to Section 112.501(8), Florida Statutes, the statutory provisions for suspension or removal of board members stated above, only apply in the absence of a charter provision. While Section 3.24 of the City Charter calls for the City Council to establish certain advisory boards, there is no charter provision prescribing the manner of appointment, suspension, or removal of the members appointed to such advisory boards, thus a charter amendment would be required in order to adopt an alternative removal process. In addition, Section 166.012(4), Florida Statutes,

¹ §112.501(2) and (3), Fla. Stat.

² §112.501(2), Fla. Stat.

requires that any matters in a municipal charter relating to appointive boards must be approved by referendum through the charter amendment process set forth in Section 166.031, Florida Statutes. Pursuant to Section 166.031, Florida Statutes, “[t]he governing body of a municipality may, by ordinance, . . . submit to the electors of said municipality a proposed amendment to its charter..”

Accordingly, if the City Council desires to amend the Charter to establish an independent process for suspension or removal of Board members, or to amend any other charter provisions relating to appointive boards, the City Council must seek voter approval through the referendum process.

To address the appointment, suspension, or removal of appointed board members, a proposed charter amendment would likely include, at minimum, revisions to Sections 3.24 and 8.04 of the City Charter as follows:

Sec. 3.24. ~~Advisory~~ Appointed boards.

The council shall establish ~~advisory~~ boards to make recommendations concerning economic development, recreation, parks, playgrounds and their facilities and activities as well as planning and zoning and such other municipal functions as the council deems advisable. Such boards shall be composed of a representative membership of the city. Appointed board members shall serve at the pleasure of the council and may be suspended or removed by council with or without cause.

Sec. 8.04. Validity of former zoning and zoning procedures.

(7) *Members of board of adjustment.* The board of adjustment shall consist of seven (7) members each to be appointed for a term of three (3) years, ~~and removable for cause by the appointing authority upon written charges and after public hearing.~~ Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

The City Attorney’s Office will respectfully take Council direction on whether to prepare an ordinance calling for a proposed charter amendment by referendum during this November’s election cycle.

III. Proposed Charter Amendment to Enable the Zoning Commission (P&Z Board) to Perform, *Ex Officio*, the Duties of the Board of Adjustment.

Section 8.04 of the City Charter currently mandates the appointment of a “Zoning commission” and a separate “Board of adjustment”, to wit:

(5) *Zoning commission.* In order to avail itself of the powers conferred by this Charter, the city council shall appoint a commission to be known as the zoning commission, to recommend the boundaries of the various original districts and appropriate regulations to be enforced therein. Such commission shall make a preliminary report and hold public hearings thereon before submitting its final report, and the city council shall not hold its public hearings or take final action until it has received the final report of such commission.

(6) *Board of adjustment.* The city council shall provide for the appointment of a board of adjustment, and in these regulations and restrictions adopted pursuant to the authority of this section may provide that the said board of adjustment may, in appropriate cases and subject to appropriate conditions and safeguards, make special exceptions to the terms of the ordinance in harmony with its general purpose and intent and in accordance with the general or specific rules therein contained.

(7) *Members of board of adjustment.* The board of adjustment shall consist of seven (7) members each to be appointed for a term of three (3) years and removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

Given the infrequency in which the Board of Adjustment (“BOA”) meets, and in an effort to provide a more efficient process, the City Council has inquired as to its ability to consolidate the functions of the two boards, and have the P&Z Board perform the duties of the BOA. Since the Charter specifically provides for the creation of these two separate Boards, a Charter amendment would be appropriate to create the flexibility necessary to enable the consolidation of board functions.

In addition to the fact that the City Charter creates two separate boards, City Code currently prescribes various quasi-judicial duties to both boards, requiring each board to render final decisions on behalf of the City in certain appeals, variances and other matters, which would deem these board positions as “offices”, implicating the dual-office holding prohibitions in Article II, Section 5(a), of the Florida Constitution. This provision prohibits persons from simultaneously holding more than one office.³ The Constitution does not define the terms “office” or “officer” for the purposes of the dual office-holding prohibition, but courts and the Attorney General’s Office have referred to decisions of the Supreme Court of Florida in which the Court has stated that the term “office” implies a delegation of a portion of the sovereign power to, and the possession of it by, the person filling the office. Various Attorney General advisory opinions have found that service on two quasi-judicial city boards, having the authority to make decisions for the City (exercise the power of the sovereign), does constitute dual office holding.⁴

However, in Attorney General Opinion 2014-03, the Attorney General opined that, while the Town of Longboat Key would be precluded by Florida’s dual office holding prohibition from appointing the members of the city’s planning board to serve concurrently as the city’s zoning board of adjustment, the city could avoid this prohibition by legislatively mandating that the city’s planning board shall also perform the duties of the zoning board in an *ex officio* capacity. In the Attorney General’s opinion, such an *ex officio* designation imposing the duties of one office on another office would not violate the provisions of Article II, section 5(a), Florida Constitution. The advisory opinion drew a distinction between a statute or code provision imposing an *ex officio* position on the holder of another office and one authorizing the appointment of one officeholder to another distinct office.⁵

³ Article II, section 5(a), of the Florida Constitution;: “..No person shall hold at the same time more than one office under the government of the state and the counties and municipalities therein, except ... or statutory body having only advisory powers.”

⁴ see AGO 2014-03 (2014); AGO 06-13(2006) (simultaneous service as a member of city board of adjustment, a quasi-judicial body, and a city planning and zoning board, exercising powers of the sovereign, constitutes prohibited dual office-holding); 05-59 (2005) (town committees given authority to make factual determinations, review permit applications, issue permits, grant variances, or impose fines exercise sovereign powers [and are] offices for the purposes of dual office-holding prohibition).

⁵ “The Charter of the Town of Longboat Key establishes the Zoning Board of Adjustment and the Planning and Zoning Board as separate and distinct permanent entities and an attempt by the town to authorize simultaneous service on these two boards would appear to be questionable in the absence of an *ex officio*

Therefore, it appears that the City could legislatively, through appropriate charter amendments and code revisions, impose and designate the P&Z Board to also perform *ex officio* the duties of the BOA. Accordingly, a proposed charter amendment to revise Section 8.04 would provide City Council with flexibility and authority to either have two separate boards, or to have the P&Z Board perform the duties of the Board of Adjustment on an *ex officio* basis.

Sec. 8.04. -Validity of former zoning and zoning procedures.

(7) Members of board of adjustment. The board of adjustment shall consist of seven (7) members each to be appointed for a term of three (3) years and removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Alternatively, the City Council may designate the zoning commission to perform the powers and duties of the board of adjustment as additional *ex officio* duties of the commission.

In addition to this proposed charter amendment, modifications to Chapter 2 of City Code would also be required.

The City Attorney's Office will respectfully take Council direction on whether to prepare an ordinance calling for a proposed charter amendment by referendum during this November's election cycle.

designation...Accordingly, the imposition and designation of such additional or *ex officio* duties on members of the city's planning board would not violate the constitutional prohibition against dual office-holding contained in Article II, section 5(a), Florida Constitution."



Volunteer Advisory Board Roster

Maintained by:

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@mlbfl.org

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Administrative Review Committee

Building Official

Steve Innes

Office: (321) 608-7915

E-mail: steve.innes@mlbfl.org

City Engineer

James Ennis

Office: (321) 608-7300

E-mail: james.ennis@mlbfl.org

Community Development Director

Cindy Dittmer

Office: (321) 608-7500

E-mail: cynthia.dittmer@mlbfl.org

Recording Secretary

Mary Wolak

Office: (321) 608-7500

E-mail: mary.wolak@mlbfl.org

Reference City Code, Sections 2-135 through 2-143, for provisions that generally apply to all boards. See Appendix B, Article IX, Section 8. The committee was established by Ordinance No. 99-13; the duties were amended by Ordinance No. 2018-04.

The committee is empowered to grant a waiver of setbacks and lot area/lot size requirements, along with sidewalk waivers. The committee shall be comprised of the Code Compliance Manager, City Engineer, and the Community Development Director, or their City staff designees. A decision of the committee must be unanimous.

The committee shall meet upon request at City Hall.

***NOTE: Members must complete an annual Financial Disclosure Form.** By virtue of their positions in the City, the Code Compliance Manager, City Engineer, and Community Development Director are subject to financial disclosure. **If a staff designee is appointed to this committee, that individual must also complete an annual Financial Disclosure Form.**

Affordable Housing Advisory Committee

MEMBER	CONTACT INFO	TERM
<p><u>Real Estate Professional</u> John Miceli 5560 Old Dixie Highway #165 Grant-Valkaria, FL 32949</p>	<p>(321) 474-4466 john@flbeachestates.com</p>	<p>May 13, 2023 – May 12, 2028 5-year term</p>
<p><u>Representative of Essential Services Personnel</u> Felicia Prince 540 Gallagher Street SW Palm Bay, FL 32908</p>	<p>(305) 910-1663 felicia.prince@cotg2021.com</p>	<p>October 24, 2023 – May 12, 2028 Unexpired 5-year term</p>
<p><u>Not For Profit Provider of Affordable Housing</u> Colin Houston 600 Walker Street Melbourne, FL 32901</p>	<p>(321) 417-6909 resiliencehousinginc@gmail.com</p>	<p>October 24, 2023 – May 12, 2028 Unexpired 5-year term</p>
<p><u>Residential Home Building</u> Michael Miller 5465 Sand Lake Drive Melbourne, FL 32934</p>	<p>(321) 684-1343 mmiller@spec9.com</p>	<p>May 13, 2021 – May 12, 2026 5-year term</p>
<p><u>Representative of Employers in Melbourne</u> John “Trey” Huy 415 Roxy Avenue Melbourne, FL 32901</p>	<p>(321) 543-2774 trey@jobearinc.com</p>	<p>May 13, 2021 – May 12, 2026 5-year term</p>
<p><i>Real Estate Professional</i> Alesha Stallings 1776 Croghan Drive Melbourne, FL 32940</p>	<p>(321) 462-9668 aleshakeys321@gmail.com</p>	<p>March 25, 2025 – May 12, 2027 Unexpired 5-year term</p>
<p><u>Resident of Melbourne</u> Michael Belcher 2521 Canary Isles Drive Melbourne, FL 32901</p>	<p>(321) 723-5364 (321) 727-7777 MichaelBelcherRealtor@gmail.com</p>	<p>May 13, 2022 – May 12, 2027 5-year term</p>
<p><i>Not For Profit Provider of Affordable Housing</i> Kristen Snyder 2931 Cavel Street Melbourne, FL 32904</p>	<p>(321) 288-4754 kristensnyder@genesishousefl.org</p>	<p>October 24, 2023 – May 12, 2027 Unexpired 5-year term</p>
<p><u>Ex-Officio City Council Member</u> Paul Alfrey</p>	<p>(321) 508-4339 paul.alfrey@mlbfl.org</p>	<p>Appointed September 23, 2020</p>
<p><u>Ex-Officio City Council Member (Alternate)</u> Marcus Smith</p>	<p>(321) 468-8399 marcus.smith@mlbfl.org</p>	<p>Appointed November 26, 2024</p>
<p>Housing and Urban Improvement Manager Abby Johnson (321) 608-7530 abby.johnson@mlbfl.org</p>	<p>Planner Todd Corwin (321) 608-7506 todd.corwin@mlbfl.org</p>	<p>Recording Secretary Tiffany Spence (321) 608-7530 tiffany.spence@mlbfl.org</p>

9 members, 5-year terms

Reference City Code, Sections 2-170 through 2-174; Section 420.9076, Florida Statutes, requires appointments to this committee to be made by resolution; Ordinance No. 2008-10 established this committee; Ordinance No. 2018-15 revised the composition of the committee to be consistent with a 2016 change in state law, along with quorum requirements; Ordinance No. 2020-47 revised the composition of the committee to include a Council member along with changing the timing of the annual report.

Reference City Code, Sections 2-135 through 2-143, for provisions that generally apply to all boards.

The committee must consist of one member and one alternate member from the City Council (selected by the City Council), who will serve in an ex-officio capacity, and contain one representative from at least six of the following 11 categories: citizen who is actively engaged in the residential home building industry in connection with affordable housing; citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing; citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing; citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing; citizen who is actively engaged as a for-profit provider of affordable housing; citizen who is actively engaged as a not-for-profit provider of affordable housing; citizen who is actively engaged as a real estate professional in connection with affordable housing; citizen who actively serves on the planning and zoning board/local planning agency pursuant to F.S. § 163.3174; citizen who is a resident of the city; citizen who represents employers within the city; and citizen who represents essential services personnel, as defined in the local housing assistance plan (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).

Except as noted, members of this committee shall not be subject to the residency requirement established in Section 2-136, City Code. If – due to reasonable factors – Council is not able to appoint citizens actively engaged in these activities in connection with affordable housing, a citizen engaged in the activity without regard to affordable housing may be appointed.

The approval of its local housing incentive strategies and its review of the local implementation of previously recommended strategies must be made by affirmative vote of five members. Five members of the committee shall constitute a quorum. The affirmative vote of a majority of the members present and voting shall be necessary for the adoption of any motion.

Annually, the committee shall review the established policies and procedures, ordinances, land development regulations and Comprehensive Plan of the City and shall recommend specific actions or initiatives to encourage or facilitate affordable housing. Recommendations may include modification or repeal of existing policies, procedures, ordinances, etc.; creation of exceptions applicable to affordable housing; or adoption of new policies. At a minimum, the committee shall submit an annual report to the City Council and the Florida Housing Finance Corporation that includes recommendations on the implementation of affordable housing incentives in specific areas. Thereafter, the committee shall evaluate the implementation of those incentives.

Airport Authority

MEMBER	CONTACT INFO	TERM
City Council Members		
Mayor Paul Alfrey 900 E. Strawbridge Avenue Melbourne, FL 32901	(321) 508-4339 paul.alfrey@mlbfl.org	December 12, 2025 – December 11, 2027 2-year term
Council Member David Neuman 900 E. Strawbridge Avenue Melbourne, FL 32901	(321) 468-2076 david.neuman@mlbfl.org	December 12, 2025 – December 11, 2027 2-year term
Council Member Mark LaRusso, Vice Chair 900 E. Strawbridge Avenue Melbourne, FL 32901	(321) 515-3543 mark.larusso@mlbfl.org	December 12, 2025 – December 11, 2027 2-year term
Chamber of Commerce		
Brent Peoples P.O. Box 2076 Melbourne, FL 32902	(321) 723-3664	December 12, 2025 – December 11, 2027 2-year term
Industrial Air Center Tenant		
Dan Schwinn, CEO Avidyne 710 North Drive Melbourne, FL 32934	(321) 751-8436 dan@avidyne.com	December 12, 2025 – December 11, 2027 2-year term
At-Large Representatives		
William C. Potter, Chair 1005 South Shannon Avenue Indialantic, FL 32903	(321) 723-6625 (321) 412-6829	December 12, 2025 – December 11, 2027 2-year term
Mike Fischer P.A.V.C.O. Construction 1010 E. New Haven Avenue, Unit B Melbourne, FL 32901	(321) 951-2052 (321) 777-2328	December 12, 2025 – December 11, 2027 2-year term

Melbourne Orlando International Airport
1 Air Terminal Parkway, Suite 220
Melbourne, FL 32901

Executive Director
Greg Donovan

Airport Attorney
Adam Bird

***NOTE: All members must complete an annual financial disclosure form.**

7 members, 2-year terms

Reference Code of Ordinances, Chapter 12; old City of Melbourne Ordinance No. 67-7; new City of Melbourne Ordinance No. 70-29.

The Melbourne Airport Authority operates the Melbourne Orlando International Airport. They are granted authority to sue and be sued, contract and be contracted with, have an official seal and said authority is constituted and declared to be a body corporate. The authority has the jurisdiction, control and management over the airport, including the power to rent or lease portions of the airport, including buildings and hangars, the granting of concessions upon such terms and conditions as to it shall seem proper, employment of necessary personnel, including a director of aviation.

In 1946, the airport was deeded to the City under the provisions of the Surplus Property Act of 1944.

The authority, established by ordinance on May 2, 1967, consists of seven members. Residence within the City shall not be a prerequisite to membership on the board. Three members are members of the Council, appointed by the Council. The Chamber of Commerce of the City appoints one member. The tenants of the Industrial Air Center of the Airport appoint one member, and the sixth and seventh members are selected by the other five members.

The term of office shall be two years commencing with the second Tuesday in December 1967. The terms of any member of the Council who may be appointed to the authority shall terminate upon the member ceasing to be a Council Member or at the end of his two-year term, whichever shall occur first.

Four members constitute a quorum. Matters requiring a vote by the board shall be approved only by a favorable vote of a majority of the board. The chairman of the board shall be elected annually by the board members at the first meeting of the board in December of each year.

The authority operates the airport by and through a Director of Aviation appointed by members of the authority. The Director of Aviation is responsible for daily airport management and administration, short and long-range planning, airport operations, security, maintenance and construction.

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	<i>(non-resident)</i> (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. Klapproth, Jr. 668 Everglade Drive Melbourne, FL 32935	 (321) 848-2683 rklapproth@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 and Energy Efficiency Board

5 members and 2 alternates, 3-year terms

Reference Ordinance No. 2017-49 for establishment of board. Ordinance No. 2019-36 amended the composition requirements of the board. On December 8, 2020, the City Council voted unanimously to reaffirm the goals set forth in Ordinance No. 2017-49 and the energy efficiency policy. Ordinance No. 2025-29 amended the composition of the board revising the business owner membership from being required to being encouraged and revised the timeline to achieve 100% clean energy in city operations be extended from 2035 to 2045.

Reference City Code, Sections 2-135 through 2-143, for provisions that generally apply to all boards.

The board shall identify and make recommendations to the city council concerning affordable strategies associated with conservation, renewable energy, and energy efficiency. Duties of the board shall include:

- Develop an environmental sustainability plan for city operations with a goal of achieving 100% clean energy by 2045.
- Develop an assessment plan to track activities and implement the city's environmental sustainability plan. Provide an annual report to the city council on activities and implementation of the plan.
- Review ordinances and policies that have an environmental impact on the city and make recommendations to the City Council. Such topics may include standards for recycling, environmental standards, preservation and landscape design, and floodplain management.

Initiatives of the board may include: Research, identify, and recommend to the public affordable strategies associated with conservation, renewable energy (i.e., solar, hydrogen, nuclear gas, biofuels, recycled natural gases, waste to energy conversion), and energy efficiency; research and recommend to the public financial incentives and resources that are available to offset costs associated with renewable energy initiatives; and recognize the efforts of others who contribute to the beautification, environmental protection, and enhancement of the city.

At least two of the regular or alternate members are encouraged to be business owners. To the greatest extent possible, members shall have the following backgrounds: economic development or business; environmental protection, natural resources management, or sustainability practices; social services or community health; urban planning or transportation planning; education; environmental law; science; horticulture; marine industry; or retired military personnel. The two business owners along with two regular or alternate members are not required to be city residents; however, they shall be residents of Brevard County.

Alternate members may participate in the discussion of every item. An alternate member may only vote in the absence of a regular member. In the event that four regular members are present and voting and two alternate members are present, the first alternate member may vote and make motions with regard to agenda items.

The presence at a meeting of three regular or alternate members constitutes a quorum. The affirmative vote of three regular or alternate members shall be necessary for the adoption of any motion.

The board serves in an advisory capacity to the city council. No recommendations of the board shall be binding on the city council, city staff, or other city boards, and the city council shall retain the final authority and power to make binding decisions concerning the adoption, repeal, alteration or amendment of ordinances, resolutions, policies and procedures, and other actions, which the board has reviewed or recommended.

Citizens' Advisory Board

MEMBER	CONTACT INFO	TERM
LaShawn Dillard (B) 173 E. University Boulevard, Apt. 207-2 Melbourne, FL 32901	(313) 405-3858 lashawnnov@yahoo.com	October 22, 2024 – November 11, 2027 Unexpired term plus 3-year term
Dale Haynes, Vice Chair (A) 3306 Meadowridge Drive Melbourne, FL 32901	(321) 984-5486 eladsenyah@gmail.com	November 12, 2025 – November 11, 2028 3-year term
Edward Hart (A) 1869 Wallace Avenue Melbourne, FL 32935	(407) 276-4848 edhart17@hotmail.com	November 12, 2024 – November 11, 2027 3-year term
David Walker (A) 1915 Irene Summerford Way Melbourne, FL 32935	(321) 298-2860 dwalker724@yahoo.com	November 12, 2023 – November 11, 2026 3-year term
Shawn Allred Middleton (A) 469 Magnolia Avenue Melbourne, FL 32935	(321) 343-9644 allred4d2@gmail.com	November 12, 2024 – November 11, 2027 3-year term
E. Rhodie Humbert (A) 1210 Sun Circle W. Melbourne, FL 32935	(321) 242-8833 rhodiehumbert@aol.com	November 12, 2025 – November 11, 2028 3-year term
Joseph McNeil, Jr., Chair (B) 804 Poplar Lane Melbourne, FL 32901	(321) 961-0456 jmcneil9853@gmail.com	November 12, 2024 – November 11, 2027 3-year term
<u>Alternate Members</u>		
Tyrone Nicholas Bryan (A) 3151 South Babcock Street, Unit 116 Melbourne, FL 32901	(509) 730-6228 (321) 479-6777 intrinsic7solutions@gmail.com	November 12, 2025 – November 11, 2028 3-year term
Vacant		November 11, 2028 Unexpired 3-year term

Housing and Urban Improvement Manager

Abby Johnson
(321) 608-7530
abby.johnson@mlbfl.org

Recording Secretary

Tiffany Spence
(321) 608-7530
tiffany.spence@mlbfl.org

7 members and 2 alternates; 3-year terms

Reference City Code, Sections 2-236 through 2-238; Ordinance No. 74-32; Resolution No. 276; Ordinance No. 79-76 and Ordinance No. 80-58; Ordinance No. 2006-72 revised composition, organization, meetings, and duties, goals and objectives.

Reference City Code, Sections 2-135 through 2-143, for provisions that generally apply to all boards.

The board's duties are:

- (a) To serve as the formal means through which active citizen participation is provided to aid in the planning, oversight and evaluation of federal- and state-funded housing and community development programs that benefit and improve low- and moderate-income persons and neighborhoods in the City of Melbourne.
- (b) To recommend priorities for allocation of housing and community development program funds for projects, which benefit low- and moderate-income persons, to aid in the elimination or prevention of slums and blight.
- (c) To conduct public hearings to obtain citizen views and to respond to proposals and questions at the various stages of the Community Development Block Grant, HOME Investment Partnership and State Housing Initiatives Partnership programs and other related grant programs from program planning through program evaluation.

Four members of the board constitute a quorum. The affirmative vote of a majority of the members present and voting shall be necessary for the adoption of any motion. Alternate members shall attend complete board meetings regardless of whether a quorum of regular members is seated. Alternate members may always participate in board deliberations and debate, but they may make motions and vote only in the absence or voting disqualification of a regular member or the vacancy in a regular member's seat.

Code Enforcement Board

MEMBER	CONTACT INFO	TERM
Subcontractor Seat John Greaves 905 N. Harbor City Boulevard, Unit 204 Melbourne, FL 32935	(630) 915-2762 rfd6602@sbcglobal.net	October 15, 2025 – October 14, 2028 3-year term
Business Person Seat James Teele, Chair 2442 Empire Avenue Melbourne, FL 32934	(321) 615-9090 mimsco@cfl.rr.com	October 15, 2023 – October 14, 2026 3-year term
Engineer Seat Thomas Saam 2651 Pineapple Avenue Melbourne, FL 32935	(321) 254-0767 tom@saams.com	October 15, 2023 – October 14, 2026 3-year term
General Contractor Seat Rick Dryden 905 N. Harbor City Boulevard, Unit 302 Melbourne, FL 32935	(321) 431-8695 rdryden@drydeninc.com	January 14, 2025 – October 14, 2026 Unexpired 3-year term
Realtor Seat Edward Meisenbach 4611-3 Beck Lake Trail Melbourne, FL 32901	(321) 508-8814 emeisen32935@gmail.com	August 13, 2024 – October 14, 2027 Unexpired term plus 3-year term
Architect Seat Tim Loomer 709 West Bonnie Circle Melbourne, FL 32901	(321) 727-1497 loomerllc@aol.com	October 15, 2024 – October 14, 2027 3-year term
Member-at-Large Seat Vacant		October 14, 2027 Unexpired 3-year term
<u>Alternate Members</u>		
Terri Fulton 1688 Pontiac Circle North Melbourne, FL 32935	(321) 253-0424 heritagesignslady@yahoo.com	October 14, 2025 – October 14, 2026 Unexpired 3-year term
Christopher Tencati 1525 Beechfern Drive Melbourne, FL 32935	(321) 344-3588 cjtencati@gmail.com	October 14, 2025 – October 14, 2026 Unexpired 3-year term

Code Enforcement Official

Mark Herold
 (321) 608-7946
mark.herold@mlbfl.org

Attorney (Representing the Board)

Adam Conley
 (321) 608-7240
adam.conley@mlbfl.org

Recording Secretary

Tammy Sisk
 (321) 608-7925
tammy.sisk@mlbfl.org

***NOTE: All members must complete an annual financial disclosure form. Code Enforcement Board members may not discuss Code Board matters with applicants, respondents and interested parties outside of a Code Board meeting. Correspondence should be addressed to Code Compliance Division, City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, Florida 32901.**

Code Enforcement Board

7 members and 2 alternates, 3-year terms

Reference City Code, Sections 2-270 through 2-273; Chapter 162, Florida Statutes; Ordinance Numbers 80-51, 82-32, 85-74, 90-31 and 96-40.

Reference City Code, Sections 2-135 through 2-143, for provisions that generally apply to all boards.

The board shall have such duties, responsibilities and powers as set forth in and shall be governed in all respects by Chapter 162, Florida Statutes, and shall have the power to hear appeals as otherwise set forth in the City Code.

The members are appointed by City Council in accordance with the terms of Chapter 162, Florida Statutes. Members shall be residents of the City and shall, whenever possible, include an architect, a business person, an engineer, a general contractor, a subcontractor and a realtor.

Four members shall constitute a quorum. Alternate members shall attend complete board meetings regardless of whether a quorum of regular members is seated. Alternate members may always participate in board deliberations and debate, but they may make motions and vote only in the absence or voting disqualification of a regular member or the vacancy in a regular member's seat. In the event six regular members are present and voting and two alternate members are present, the alternate member who may vote and make motions with shall be the member who has served on the board for the longest period of time, regardless of whether said service is interrupted.

The local governing body attorney shall either be counsel to an enforcement board or shall represent the municipality by presenting cases before the enforcement board, but in no case shall the local governing body attorney serve in both capacities.

Any violation of the Code, which the City elects to prosecute before the Code Enforcement Board shall have no criminal penalty as to the said violation.

Appendix D, Article II, City Code, sets forth the procedures for quasi-judicial hearings, ex-parte communications and site visits. Members of the Code Enforcement Board may not engage in ex parte communications and may not conduct site visits.

Firefighters' Pension Plan Board of Trustees

MEMBER	CONTACT INFO	TERM
Firefighter Anthony Mauro, Secretary Melbourne Fire Department	(321) 608-6000 anthony.mauro@mlbfl.org	September 3, 2022 – September 2, 2026 4-year term
Firefighter Timothy Jorgensen Melbourne Fire Department	(321) 608-6000 timothy.jorgensen@mlbfl.org	September 3, 2025 – September 2, 2029 4-year term
Resident Jerry Balter 3699 Poseidon Way Indialantic, FL 32903	(407) 432-1147 ulyssesny@gmail.com	July 9, 2024 – September 30, 2028 Unexpired term plus 4-year term
Resident John Reisert 4105 Aria Drive Melbourne, FL 32904	(954) 562-1800 (321) 802-7100 mreisert@cfl.rr.com	January 13, 2026 – September 30, 2028 Unexpired 4-year term
Fifth Member Timothy Olsen, Sr., Vice Chair 5895 Brabrook Avenue Grant-Valkaria, FL 32949	(321) 432-5563 timolsen@fppta.org	June 10, 2025 – June 9, 2029 4-year term

Board Attorney
 Bonni Jensen
 Klausner, Kaufman, Jensen & Levinson
 7080 NW 4th Street
 Plantation, FL 33317
 (954) 916-1202

Recording Secretary
 Jennifer Chase
 (321) 608-7030
jennifer.chase@mlbfl.org

***NOTE: All members must complete an annual financial disclosure form.**

Firefighters' Pension Plan Board of Trustees

5 members, 4-year terms

Reference Chapter 44, Article V, City Code, and Chapter 175, State Statutes. Ordinance No. 2022-41 amended the terms of the board members from two to four years. Ordinance No. 2024-21 provided that DROP participants may be elected to the board, but may not vote in the election of the member trustees.

Reference City Code, Sections 2-135 through 2-143, for provisions that generally apply to all boards.

The board shall have the sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of the City Code. The Board of Trustees is designated as the plan administrator.

The board shall consist of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City appointed by the City Council, two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system, and the fifth trustee shall be chosen by a majority of the previous four trustees. The fifth person's name shall be submitted to the City Council who shall, as a ministerial duty, appoint such person to the board of trustees as its fifth member.

The board shall establish and administer the nominating and election process for each election.

The trustees shall not receive any compensation, but may receive expenses and per diem as provided by law. Three members constitute a quorum and three affirmative votes shall be necessary for any decision by the trustees at any meeting of the board.

General Employees' Pension Plan Board of Trustees

MEMBER	CONTACT INFO	TERM
Employee Shawn Bacon, Water Distribution Division 2885 Harper Road Melbourne, FL 32904	(321) 608-5000 shawnlbacon2012@gmail.com	November 29, 2024 – November 28, 2026 2-year term
Employee Ronald Streiff, Police Department 650 N. Apollo Boulevard Melbourne, FL 32901	(321) 608-6345 ronald.streiff@mlbfl.org	November 29, 2024 – November 28, 2026 2-year term
Resident Robert Johnson 2606 Manorwood Drive Melbourne, FL 32901	(321) 728-1464 (321) 615-7076 misterrcjohanson@gmail.com	October 22, 2025 – October 21, 2027 2-year term
Resident Lisa Solina 3253 Cauthen Creek Drive Melbourne, FL 32934	(321) 508-5472 lpbrown264@yahoo.com	October 22, 2025 – October 21, 2027 2-year term
Fifth Member Robert Lattig 4082 Durksly Drive Melbourne, FL 32940	(321) 258-7588 (321) 242-4015 rlattig@cfl.rr.com	February 22, 2025 – February 21, 2027 2-year term

Board Attorney

Bonni Jensen
 Klausner, Kaufman, Jensen & Levinson
 7080 NW 4th Street
 Plantation, FL 33317
 (954) 916-1202

Recording Secretary

Jennifer Chase
 (321) 608-7030
jennifer.chase@mlbfl.org

***NOTE: All members must complete an annual financial disclosure form.**

5 members; two-year terms

Reference Chapter 44, Article VII, City Code; Ordinance Numbers 95-61, 96-67, and 98-38. Ordinance No. 2021-39 amended the composition of the board to allow retired members of the system (including DROP participants) to serve in a plan member seat.

Reference City Code, Sections 2-135 through 2-143, for provisions that generally apply to all boards.

The board is designated as the plan administrator. The duties and responsibilities of the Board of Trustees include: construe the provisions of the system and determine all questions arising thereunder; determine all questions relating to eligibility and membership; determine and certify the amount of all retirement allowances or other benefits; establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system; distribute information to the members concerning the system; receive and process all applications for benefits; authorize all payments from the fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund; have actuarial studies and valuations performed, and make recommendations regarding any and all changes in the provisions of the system; and perform such other duties as required to prudently administer the system.

The board consists of five persons, two of whom shall be legal residents of the City, appointed by the City Council; two of whom shall be members of the system, who shall be elected by a majority of the general employees and airport security officers who are members of the system and who vote in the election; and the fifth trustee shall be chosen by a majority of the previous four trustees, and such person's name shall be submitted to the City Council who shall, as a ministerial duty, appoint such person to the board.

If there are no active members of the system who are willing and able to serve on the Board, a member seat may be filled by a retired member of the system (including DROP participants). In this case, rather than conduct an election, the Financial Services Department shall solicit applications from the current list of retired members of the Plan. Applications submitted to the City Clerk by interested retired members of the Plan shall be considered by the city council for appointment. If there are no active or retired members of the system remaining in the plan who are willing and able to serve on the Board, the member positions shall be filled by legal residents of the city, who shall be appointed by the city council.

The board shall establish and administer the nominating and election procedures for each election.

Three members constitute a quorum. Three affirmative votes shall be necessary for any decision. Trustees shall not receive compensation, but may receive expenses and per diem as provided by law.

Historic and Architectural Review Board

MEMBER	CONTACT INFO	TERM
Vacant		June 30, 2028 Unexpired 3-year term
Elizabeth Huy, Chair 415 Roxy Avenue Melbourne, FL 32901	(321) 543-0288 elizabeth.huy@gmail.com	July 1, 2025 – June 30, 2028 3-year term
Delores Gore 4601 Manchester Drive Rockledge, FL 32955	(321) 223-3719 (321) 259-3990 dikayegore@gmail.com	July 1, 2025 – June 30, 2028 3-year term
Roderick Queen 3584 N. Sylvan Lane Melbourne, FL 32935	(321) 298-6874 roderick.queen@gmail.com	July 1, 2025 – June 30, 2028 3-year term
Architect Krista Nakaishi, Vice Chair 3449 Saddle Brook Drive Melbourne, FL 32934	(954) 295-4859 krista.bennett1@gmail.com	July 1, 2024 – June 30, 2027 3-year term
Contractor Vacant		June 30, 2027 Unexpired 3-year term
Shane Sullivan 742 Sanderling Drive Melbourne, FL 32903	(408) 550-3459 shane.sullivanfl@gmail.com	June 10, 2025 – June 30, 2027 Unexpired 3-year term
<u>Alternate Members</u>		
Kathryn “Kate” Broderick 728 E. New Haven Avenue Melbourne, FL 32901	(321) 408-7474 kathryn.a.broderick@gmail.com	June 10, 2025 – June 30, 2026 Unexpired 3-year term
Vacant		June 30, 2026 Unexpired 3-year term
<u>Historic Preservation Officer</u>		
Patricia Tyjeski, AICP Inspire Placemaking Collective 1615 Edgewater Drive, Suite 200 Orlando, FL 32804	(407) 975-1273	

Planner
Carmin Velasquez
(321) 608-7511
carmin.velasquez@mlbfl.org

Attorney (Representing the Board)
Kellen Simmons
(321) 608-7246
kellen.simmons@mlbfl.org

Recording Secretary
Mary Wolak
(321) 608-7500
mary.wolak@mlbfl.org

***NOTE: All members must complete an annual financial disclosure form.**

7 regular members, 2 alternate members, 3-year terms

Reference Chapter 2, Article IV, City Code; Ordinance No. 2016-22 established this board by merging the Architectural Review Board and Historic Preservation Board; Resolution No. 3334 adopted Eau Gallie Historic District Design Guidelines; Resolution Nos. 3817 and 3818 adopted the Downtown District (Melbourne and Olde Eau Gallie) and Babcock Street District Architectural Guidelines. As it relates to murals outside of the CRAs, use Resolution No. 3817.

Reference City Code, Sections 2-135 through 2-143, for provisions that generally apply to all boards.

Reference Section 2-431, City Code, for specific duties. In its capacity as the designated historic preservation board, the board is vested with the power, authority and jurisdiction on a city-wide basis to recommend local historic designations, regulate and administer historical, cultural, archaeological and architectural resources in the city. In its capacity as the designated architectural review board, the board is vested with the power, authority and jurisdiction within the city redevelopment districts to consider material changes in the exterior appearance of existing buildings located on non-residential property located in the redevelopment districts.

Reasonable effort shall be made to appoint residents of Melbourne from the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, landscape architecture, real estate, or general/building contracting. Lay persons who are residents, owners of property located within the city and individuals engaged in business within the city may make up the balance of the membership in the event that there are not enough qualified and eligible residents, provided the individual has demonstrated special interest, experience or knowledge in history, architecture, or a related discipline. The term "engaged in business" shall mean owning a business or serving as an officer or director of a corporation or other business entity so engaged. Additionally, to the extent reasonably possible, each community redevelopment district shall be represented on the board, and the board shall include one member who is an architect and one member who is a contractor.

Appendix D, Article II, City Code, sets forth the procedures for quasi-judicial hearings, ex-parte communications and site visits. Members of this board may engage in ex parte communications and conduct site visits of any property related to a quasi-judicial matter pending before the board as long as disclosure is made. Applications for historic designation, certificate of historic appropriateness, certificate of architectural appropriateness and tax exemptions are quasi-judicial matters considered by this board.

Four members constitute a quorum. The affirmative vote of a majority of the regular and alternate board members present and voting is necessary for the adoption of any motion. In all instances, seven members must be present at the hearing of an historic district designation, and a positive recommendation will require the affirmative vote of six members.

Melbourne Downtown Community Redevelopment Agency Advisory Committee

MEMBER	CONTACT INFO	TERM
Lisa Herendeen, Chair 233 E. New Haven Avenue Melbourne, FL 32901	(321) 863-4424 lisa.herendeen1@gmail.com	February 23, 2025 – February 22, 2028 3-year term
JoAnn Davis 2801 S. Harbor City Boulevard Melbourne, FL 32901	(321) 626-5929 (321) 722-3522 jo.d@im.solutions	February 23, 2026 – February 22, 2029 3-year term
John Lucas <i>(Resident)</i> 23 E. Melbourne Avenue Melbourne, FL 32901	(321) 872-8723 johnlucasfl@gmail.com	February 23, 2026 – February 22, 2029 3-year term
Gerry Smith 1478 Attilburg Boulevard West Melbourne, FL 32904	(321) 728-0700 (321) 724-2201 gerryhs75@yahoo.com	February 23, 2026 – February 22, 2029 3-year term
Bert Luer, Vice Chair <i>(Resident)</i> 2832 Riverview Drive Melbourne, FL 32901	(786) 367-1680 bertluer@aol.com	February 23, 2024 – February 22, 2027 3-year term
Chris Adams <i>(Resident)</i> 4775 Pagosa Springs Circle Melbourne, FL 32901	(321) 517-6150 cadams@strandhospitality.com	February 10, 2026 – February 22, 2027 Unexpired 3-year term
Marva Murray <i>(Resident)</i> 2404 Lipscomb Street Melbourne, FL 32901	(321) 723-3645 (321) 544-2192 forevadell@aol.com	February 23, 2024 – February 22, 2027 3-year term
<u>Alternate Members</u>		
Brett Miller 220 Cocoa Avenue Indialantic, FL 32903	(321) 795-7374 (321) 421-5529 bmiller@dsklawgroup.com	February 23, 2024 – February 22, 2027 3-year term
Stefan Hartmann <i>(Resident)</i> 2196 Colony Drive Melbourne, FL 32935	(321) 432-7879 (321) 586-2653 stefant.hartmann@gmail.com	February 10, 2026 – February 22, 2027 Unexpired 3-year term

Economic Development Manager

Robert McKinzie
(321) 608-7510

robert.mckinzie@mlbfl.org

Recording Secretary

Mary Wolak
(321) 608-7500

mary.wolak@mlbfl.org

Non-Voting Ex-Officio Members

City Manager
City Planner

7 regular members, 2 alternate members, 3-year terms

Reference Chapter 20, Article III, City Code; Ordinance No. 83-2 established the board; Ordinance No. 99-28 provided for two alternate members; Ordinance No. 2001-11 – minor revisions recommended by Code Review Committee; Resolution No. 1937 – blighted area exists adjacent to current redevelopment area; Ordinance No. 2006-23 adopted a new plan, modified the boundaries, added a sunset provision, and provided for revenue sharing. Ordinance No. 2011-36 provides that the Downtown, northern, and southern areas will cease to exist on December 31, 2032. Ordinance No. 2016-52 modified the redevelopment plan, addressed new project/program priorities, extended the duration of the trust fund to 2042, and removed thresholds which limits tax revenues.

Reference City Code, Sections 2-135 through 2-143, for provisions that generally apply to all boards.

The committee serves in an advisory body to the Council in its capacity as the community redevelopment agency for the Melbourne Downtown Redevelopment Project. The duties and services include the preparation of recommended community redevelopment plans and modifications for community redevelopment projects in the Melbourne Downtown Redevelopment Area.

Any person may be appointed to the committee if he resides within the City, or is engaged in business, or owns property within the Melbourne Downtown Redevelopment Area. “Engaged in business” means owning a business, practicing a profession or performing a service for compensation, or serving as an officer or director of a corporation so engaged. However, at all times at least four members of the committee must reside within the City.

Four members of the committee shall constitute a quorum for any action. Alternate members shall attend committee meetings regardless of whether a quorum of regular members is seated. Alternate members may always participate in committee deliberations and debate, but they may make motions and vote only in the absence of a regular member. In the event that six regular members are present and two alternate members are present, the alternate member who may vote and make motions with regard to an agenda item shall be the alternate member who has served on the committee for the longest period of time. The committee may adopt a procedure providing that the two alternate members will rotate as voting members in the absence of a regular member.

The committee has no authority to obligate the city to undertake any community redevelopment project or expend any funds.

The District was created in 1982 and expanded in 2006. The Downtown, northern, and southern areas will expire on December 31, 2042.

Melbourne Economic Enhancement District Advisory Committee

MEMBER	CONTACT INFO	TERM
Melbourne Downtown CRA Advisory Committee Seat Lisa Herendeen, Chair 233 E. New Haven Avenue Melbourne, FL 32901	(321) 863-4424 lisa.herendeen1@gmail.com	Until successor appointed
Olde Eau Gallie CRA Advisory Committee Seat George Alexander 590 Eau Gallie Boulevard Melbourne, FL 32935	(321) 254-6131 (321) 254-3261 eaugallieace@yahoo.com	Until successor appointed
Melbourne Airport Authority Seat Mark Busalacchi Melbourne Orlando International Airport 1 Air Terminal Parkway, Suite 220 Melbourne, FL 32901	(321) 723-6227 mbusalacchi@mlbair.com	Until successor appointed
Economic Development Commission Seat Edgar Campa-Palafox 6525 3 rd Street, Suite 304 Rockledge, FL 32955	(321) 638-2000 edgarcp@spacecoastedc.org	Until successor appointed
Community Development Department Seat Cindy Dittmer Community Development Director	(321) 608-7500 cindy.dittmer@mlbfl.org	Until successor appointed
Member Appointed by City Council Daniel Narlock 3227 Beach View Way Melbourne Beach, FL 32951	(321) 749-1335 danielnarlock@yahoo.com	August 25, 2024 – August 24, 2027 3-year term

Recording Secretary

Mary Wolak
 (321) 608-7500
mary.wolak@mlbfl.org

7 regular members

(The member appointed by City Council shall serve for a 3-year period.
The remaining members shall serve until their successors are appointed.)

Reference Sections 2-382 through 2-387, City Code; Ordinance No. 2009-24 established the board; Resolution No. 3017 establishes the Melbourne Economic Enhancement District (MEED).

Reference City Code, Sections 2-135 through 2-143, for provisions that generally apply to all boards.

The City's MEED was established in accordance with the Brownfield Redevelopment Act. Florida law requires the establishment of an advisory committee to address redevelopment of a Brownfield area. The purpose of the committee is to improve public participation and receive public comments on rehabilitation and redevelopment of the MEED, and to consider additional areas for Brownfield site rehabilitation and designation located outside of the MEED.

The committee shall make recommendations to the City Council on whether to adopt a resolution of support for applicants applying for incentives offered by Enterprise Florida through the Governor's Office of Tourism, Trade and Economic Development. The committee shall also review Brownfield site rehabilitation agreements from applicants applying for incentives through the Florida Department of Environmental Protection. The committee may perform other duties at the request of the City Council, including review of proposals for future land use, local employment opportunities, community safety and environmental justice within the MEED.

The committee shall consist of seven members: one appointed by the Melbourne Downtown Community Redevelopment Agency Advisory Committee; one appointed by the Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee; one appointed by the Babcock Street Community Redevelopment Agency Advisory Committee; one appointed by the Melbourne Airport Authority; one appointed by the Economic Development Commission of Florida's Space Coast; one appointed by the Community Development Department and one member who either resides within, or is engaged in business in, or owns property in the MEED appointed by the City Council. Members of the committee shall not be subject to the residency requirements established in Section 2-136, City Code.

Four members of the committee shall constitute a quorum for any action. The affirmative vote of a majority of the members present and voting shall be necessary for the adoption of any motion. No recommendations of the committee shall be binding on the City Council, City staff, other City boards, or governmental agencies.

Melbourne Housing Authority

MEMBER	CONTACT INFO	TERM
Andrea Scott 501 Ixora Drive Melbourne, FL 32935	(321) 626-9687 Scottandrea033@gmail.com	January 14, 2025 – December 8, 2027 Unexpired 4-year term
Felicia Prince 540 Gallagher Street SW Palm Bay, FL 32908	(305) 910-1663 felicia.prince@cotg2021.com	May 13, 2025 – December 8, 2028 Unexpired 4-year term
Felicia Smith 1508 E. University Boulevard Apt. E Melbourne, FL 32901	(321) 806-9420 smith.afelicia@outlook.com	November 25, 2025 – December 8, 2026 Unexpired 4-year term
Judith Doyle 4106 Mount Carmel Lane Melbourne, FL 32901	(321) 725-3128	December 9, 2025 – December 8, 2029 4-year term
Public Housing Tenant Seat Alan Parenteau 2070 Avocado Avenue, Apt. C Melbourne, FL 32935	(321) 324-2261 alanpronto1952@yahoo.com	December 9, 2025 – December 8, 2029 4-year term

Brevard County Housing Authority

Michael Bean, CEO
1401 Guava Avenue
Melbourne, FL 32935
(321) 775-1575

5 members, 4-year terms

Reference Chapter 421, Florida Statutes; Resolution Nos. 14 and 872.

The authority shall constitute a public body corporate and politic, exercising the public and essential governmental functions set forth in Chapter 421, Florida Statutes. Duties include: Within its area of operation, to prepare, carry out, acquire, lease and operate housing projects; to provide for the construction, reconstruction, improvement, alteration, or repair of any housing project. See Section 421.08, Florida Statutes, for list of specific duties.

The Mayor, with the approval of the City Council, makes appointments to the authority. A vacancy shall be filled for the unexpired term within 60 days after such vacancy occurs. At least one commissioner shall be a resident who is current in rent in a housing project or a person of low or very low income who resides within the housing authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the authority. After all reasonable efforts have been made and documented, if the commissioners find that no housing project resident or rent subsidy recipient is available to serve as a tenant-commissioner, the existing vacancy shall then be filled through the normal appointment procedures.

A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner. A commissioner shall receive no compensation for his/her services but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of his/her duties.

A majority of the commissioners shall constitute a quorum of the authority. Action may be taken by the authority upon a vote of a majority of the commissioners present, unless the by-laws of the authority require a larger number. The authority shall select a chairman and vice chairman from among its members.

Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee

MEMBER	CONTACT INFO	TERM
George Alexander, Chair 590 Eau Gallie Boulevard Melbourne, FL 32935	(321) 254-6131 (321) 254-3261 eaugallieace@yahoo.com	June 12, 2025 – June 11, 2027 2-year term
Karen Kissack 635 E. New Haven Avenue, Suite 625 Melbourne, FL 32901	(928) 713-6388 karenkissack@gmail.com	June 12, 2025 – June 11, 2027 2-year term
David Wickham 1770 Highland Avenue Melbourne, FL 32935	(321) 254-0355 cwickham@cfl.rr.com	June 12, 2025 – June 11, 2027 2-year term
H.J. “Buz” Underill 490 N. Harbor City Boulevard Melbourne, FL 32935	(321) 242-2224 x112 buz@underill.com	June 12, 2025 – June 11, 2027 2-year term
Thomas Richards, Vice Chair 655 Indian River Drive Melbourne, FL 32935	(321) 255-5108 tom@richardsappraisal.com	June 12, 2024 – June 11, 2026 2-year term
Justin Jennings 3008 Pebble Creek Street Melbourne, FL 32935	(321) 615-4747 jwjbsu@gmail.com	June 12, 2024 – June 11, 2026 2-year term
Kyle Smyth 652 W. Eau Gallie Boulevard Melbourne, FL 32935	(321) 506-1933 kyle@intracoastalbrewingcompany.com	June 12, 2024 – June 11, 2026 2-year term
<u>Alternate Members</u>		
Ilana Grimes 1922 Harrison Avenue Melbourne, FL 32935	(407) 252-0887 ilanagrimes1@gmail.com	April 23, 2024 – June 11, 2026 Unexpired term plus 2-year term
Edilene Johansson 103 Riverside Drive Melbourne Beach, FL 32951	(321) 378-9090 etticeo@gmail.com	June 12, 2025 – June 11, 2027 2-year term

Economic Development Manager

Robert McKinzie
(321) 608-7510

robert.mckinzie@mlbfl.org

Recording Secretary

Mary Wolak
(321) 608-7500

mary.wolak@mlbfl.org

7 regular members and 2 alternate members
2-year terms

Reference Chapter 20, Article VI, City Code; Ordinance Nos. 2001-23, 2001-25 and Resolution No. 1657; Resolution No. 1859 established an ad hoc committee to be known as the Waterfronts Florida Partnership Committee, comprised of members from the Olde Eau Gallie Riverfront CRA Advisory Committee. Resolution No. 1939 made a finding of blight for expanded area (areas adjacent to existing district). Ordinance No. 2005-77 amended the district to include the expansion area and amended the redevelopment plan. Ordinance No. 2015-31 amended the CRA boundary and Redevelopment Plan. Ordinance 2021-37 further amended the Redevelopment Plan, provided a new agency termination date of September 30, 2038, terminated all existing projects within the plan, and included one final capital project, the construction and finance of a public parking facility within Downtown Eau Gallie.

The committee serves as an advisory body to the Olde Eau Gallie Riverfront Community Redevelopment Agency (City Council) for the Olde Eau Gallie Riverfront Community Redevelopment Area. The duties include preparation of recommended plans and modifications for redevelopment projects in the defined area. Additionally, this committee shall also serve as the Urban Infill Area Advisory Committee as established by Ordinance No. 2001-24.

The committee consists of seven members and two alternate members. Alternate members shall attend committee meetings regardless of whether a quorum of regular members is seated. Alternate members may always participate in committee deliberations and debate, but they may make motions and vote only in the absence or voting disqualification of a regular member. In the event that six regular members are present and two alternate members are present, the alternate member who may vote and make motions shall be the alternate member who has served on the committee for the longest period of time. The committee may adopt a procedure providing that the two alternate members will rotate as voting members in the absence of a regular member.

Any person may be appointed to serve as a committee member, provided that said person is a resident of the City, or is engaged in business within the redevelopment area, and is otherwise eligible for such appointment. "Engaged in business" means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged.

Four members of the committee shall constitute a quorum.

The District was created in 2000, expanded in 2005 and 2015, and will expire in 2038.

Planning and Zoning Board

MEMBER	CONTACT INFO	TERM
Chris Adams 4775 Pagosa Springs Circle Melbourne, FL 32901	(336)- 577-6150 cadams@strandhospitality.com	December 13, 2025 – December 12, 2028 3-year term
George Lebovitz 1649 PGA Boulevard Melbourne, FL 32935	(321) 591-6037 glebovitz@att.net	December 3, 2024 – December 2, 2027 3-year term
Nancy Garmer 2100 Country Club Road Melbourne, FL 32901	(321) 604-0650 ngarmer@fit.edu	February 10, 2026 – December 2, 2027 Unexpired 3-year term
Shannon Bailey 2605 Manorwood Drive Melbourne, FL 32901	(321) 609-0864 (321) 603-6471 shannon.bailey2024@gmail.com	December 13, 2025 – December 12, 2028 3-year term
Ray Shackelford P.O. Box 221 Melbourne, FL 32902	(407) 233-5057 famufam@aol.com	December 3, 2023 – December 2, 2026 3-year term
Carol Hudgens 420 Oriole Lane Indialantic, FL 32903	(410) 961-3714 cjhudgens@earthlink.net	February 10, 2026 – December 2, 2027 Unexpired 3-year term
Stefan Hartmann 2196 Colony Drive Melbourne, FL 32935	(321) 432-7879 (321) 586-2653 stefant.hartmann@gmail.com	February 10, 2026 – December 2, 2026 Unexpired 3-year term
<u>Alternate Members</u>		
Dan Liparini 860 Peregrine Drive Melbourne, FL 32903	(321) 591-8651 dliparini@brookfieldkolter.com	February 10, 2026 – December 2, 2027 Unexpired 3-year term
Leigh Hinton 1274 Sun Circle W Melbourne, FL 32935	(321) 536-4600 leigh.hinton76@gmail.com	February 10, 2026 – December 2, 2027 Unexpired 3-year term
<u>Brevard County School Board Representative</u>		
Ethan Packey 635 E. New Haven Avenue, Ste. 211 Melbourne, FL 32901	(321) 223-9872 ethantpackey@gmail.com	Appointed by School Board for term: January 21, 2026 – January 20, 2029

Planning Manager

Cheryl Dean
(321) 608-7509
cheryl.dean@mlbfl.org

Attorney (Representing the Board)

Adam Conley
(321) 608-7240
adam.conley@mlbfl.org

Recording Secretary

Grace Sapikowski
(321) 608-7500
grace.sapikowski@mlbfl.org

***NOTE: All members must complete an annual financial disclosure form.**

Planning and Zoning Board

7 members, 3-year terms
2 alternate members, 3-year terms

Reference Sections 2-326 through 2-331, City Code; Appendix B, Article IX for procedures; Resolution No. 12; Ordinance Nos. 75-05 and 93-57; and Ordinance No. 2015-45.

Reference City Code, Sections 2-135 through 2-143, for provisions that generally apply to all boards.

The duties of the board include: 1) Act in an advisory capacity to the City Council on questions relating to zoning, comprehensive planning, and land use and to conduct investigations on matters or proposals to change zoning land development regulations. 2) Recommend to the City Council amendments to the Code as the board may deem to be in the promotion of the public health, safety, welfare, economic order, or aesthetics. 3) Hear applications and submit recommendations to the City Council on the proposed change of the permitted use of property; applications for conditional uses; proposed amendments to the zoning code; proposed subdivision plats and subdivision variances; annexation requests; site plan review; vested rights petitions; and adoption of and amendments to the City's Comprehensive Plan. The board also hears and approves specific site plans authorized in the Zoning Code. 4) Considers appeals of decisions and interpretations made by the Building Official and City Engineer as specifically authorized in City Code; hears appeals of decisions made by the Architectural Review Board in its decision on applications in the Downtown and Eau Gallie CRAs; considers recommendations made by the Historic Preservation Board for variances of individually designated historic resources; acts as the Fire Prevention Board of Adjustment and Appeals; and considers variances to specific provisions of the storm water management ordinance.

The board consists of seven members appointed by City Council, one non-voting member appointed by the Brevard County School Board, and two alternate members. Alternate members shall attend complete board meetings regardless of whether a quorum of regular members is seated. Alternate members may participate in deliberations and debate, but they may make motions and vote only in the absence or voting disqualification of a regular member or the vacancy in a regular member's seat. The alternate member who may vote and make motions with regard to an agenda item shall be the alternate member who has served on the board for the longest period of time, regardless of whether said service is interrupted.

The non-voting member (School Board member) may participate in discussions; however, shall not make motions and may not be used to constitute a quorum. The non-voting member is not required to be a resident or registered elector.

Four members of the board constitute a quorum. The affirmative vote of a majority of the regular and alternate board members present and voting shall be necessary for the adoption of any motion.

Appendix D, Article II, City Code, sets forth the procedures for quasi-judicial hearings, ex-parte communications and site visits. Members of this board may engage in ex-parte communications and conduct site visits of any property related to a quasi-judicial matter pending before the board as long as disclosure is made.

Police Officers' Retirement Trust Fund Board of Trustees

MEMBER	CONTACT INFO	TERM
Police Officer Ryan Schorer 250 W. NASA Blvd. Melbourne, FL 32901	(321) 608-6458 ryan.schorer@mlbfl.org	June 2, 2025 – June 1, 2027 2-year term
Police Officer Ian Mitchell, Vice Chair 250 W. NASA Blvd. Melbourne, FL 32901	(321) 608-6452 ian.mitchell@mlbfl.org	March 1, 2024 – February 28, 2026 2-year term
Resident Robert Tolomeo 770 Luminary Circle, Unit 104 Melbourne, FL 32901	(321) 220-1242 (204) 650-3678 rtesq@sbcglobal.net	October 1, 2024 – September 30, 2026 2-year term
Resident Gary Parfitt 3105 Cobia Lane Indialantic, FL 32903	(321) 779-0193 gparfitt@cfl.rr.com	October 1, 2024 – September 30, 2026 2-year term
Fifth Member Janice Hill, Chair 1103 Balmoral Way Melbourne, FL 32940	(321) 676-0300 (321) 751-3589 jankhill@icloud.com	November 1, 2024 – October 31, 2026 2-year term

Board Attorney
 Bonni Jensen
 Klausner, Kaufman, Jensen & Levinson
 7080 NW 4th Street
 Plantation, FL 33317
 (954) 916-1202

Recording Secretary
 Jennifer Chase
 (321) 608-7030
jennifer.chase@mlbfl.org

***NOTE: All members must complete an annual financial disclosure form.**

5 members, 2-year terms

Reference Chapter 44, Article VI, City Code, and Chapter 185, State Statutes.

Reference City Code, Sections 2-135 through 2-143, for provisions that generally apply to all boards.

The sole and exclusive administration of and responsibility for the proper operation of the system is vested in the board of trustees. The board is designated as the plan administrator.

The board consists of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the City appointed by the City Council; and two of whom shall be members of the system, who shall be elected by a majority of the police officers who are members of the system; and the fifth trustee shall be chosen by a majority of the previous four trustees. Such person's name shall be submitted to the City Council who shall, as a ministerial duty, appoint the fifth member to the board of trustees.

DROP participants may not be elected as or vote for elected trustees. The board shall establish and administer the nominating and election procedures for each election.

Trustees shall not receive any compensation, but may receive expenses and per diem as provided by law.

Three members constitute a quorum.

Zoning Board of Adjustment

MEMBER	CONTACT INFO	TERM
Thomas Herbert 1231 Garfield Street Melbourne, FL 32935	(321) 298-4862 thomasjherbert@gmail.com	December 3, 2025 – December 2, 2028 3-year term
Dave Bregard 744 Everglade Drive Melbourne, FL 32935	(607) 749-9087 strike8688@aol.com	December 27, 2025 – December 2, 2026 Unexpired 3-year term
Linda Cass 137 Bluff Terrace Melbourne, FL 32901	(321) 733-1403 (321) 704-5203 the.cass.house@gmail.com	December 3, 2025 – December 2, 2028 3-year term
Charles Jackson 2638 S. Harbor City Boulevard Melbourne, FL 32901	(321) 288-6546 Cwjacksonsr36@gmail.com	December 3, 2024 – December 2, 2027 3-year term
Peter Kostrzewa 2852 Snead Court Melbourne, FL 32935	(321) 254-1572 pkostrzewa1995@gmail.com	December 3, 2023 – December 2, 2026 3-year term
Ravindra Shah 501 Mallard Lane Indialantic, FL 32903	(321) 576-4378 ravi3145@bellsouth.net	December 3, 2023 – December 2, 2026 3-year term
Natalia Dahl 412 Rio Casa Drive N. Indialantic, FL 32903	(562) 506-8689 natavik1985@yahoo.com	December 3, 2024 – December 2, 2027 3-year term
<u>Alternate Members</u>		
Diane Maynard 4473 Country Road Melbourne, FL 32934	(321) 419-8201 dmaynard321@gmail.com	December 27, 2025 – December 26, 2028 3-year term
Jared Moyles 4020 Fair Point Lane Melbourne, FL 32934	(321) 960-9040 jbmoyles@yahoo.com	December 27, 2025 – December 26, 2028 3-year term
<u>Ex-Officio Member</u>		
Chair, Planning and Zoning Board		

Planner
Todd Corwin
(321) 608-7506
todd.corwin@mlbfl.org

Attorney (Representing the Board)
Adam Conley
(321) 608-7240
adam.conley@mlbfl.org

Recording Secretary
Sam Buck
(321) 608-7500
samantha.buck@mlbfl.org

***NOTE: All members must complete an annual financial disclosure form.**

Zoning Board of Adjustment

7 regular members and 2 alternate members, 3-year terms

Reference Sections 2-418 through 2-420, City Code; Appendix B, Article IX, Section 7; and Section 8.04(6), City Charter. Reference City Code, Sections 2-135 through 2-143, for provisions that generally apply to all boards.

The board has the following powers and duties: To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the community development director or the building official in the interpretation or enforcement of Chapter 50 or Appendices B or D, City Code. To authorize upon appeal in specific cases such variance from the terms of Appendix B as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of the City Code could result in an unnecessary hardship. See variance criteria outlined in Appendix B, Article IX, Section 7.

The board consists of seven members and two alternate members. Alternate members may act in the temporary absence or disability of any regular member, or may act when a regular member is otherwise disqualified in a particular case that may be presented to the board. The chairman of the Planning & Zoning Board shall be an ex officio, non-voting member of the Board of Adjustment.

The City Council is authorized to establish a schedule of fees to be charged by the board.

The concurring vote of five members of the board shall be necessary (see Section 8.04, City Charter) to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under any such ordinance, or to effect any variation in such ordinance.

Appendix D, Article II, City Code, sets forth the procedures for quasi-judicial hearings, ex-parte communications and site visits. The following applies to the members of this board:

- Members may not engage in ex-parte communications with the public or discuss or receive opinions from an expert witness or consultant, other than at a formally noticed hearing.
- In the event a board member does so, the member is required to disclose the ex-parte communication or opinion received from the expert witness or consultant during the open public meeting.
- Members may discuss matters with City staff provided that disclosure is made. The member must identify the staff member, state the substance of the ex-parte communication, and state the matters discussed, which the board member considers material to the board member's decision.
- Members may conduct site visits provided that disclosure is made. Disclosure shall include any information obtained by virtue of the site visit considered by the member to be material to the member's decision.

City Representatives Serving on State / County / Local Boards

Florida League of Cities

Appointed

Federal Action Strike Team	Mimi Hanley	October 2025
Finance and Taxation Committee	Mimi Hanley	September 2025

Space Coast Chamber of Commerce*

Appointed

Board of Directors Representative	David Neuman	February 10, 2026
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**Based on Council Policy #40*

Space Coast League of Cities

Appointed

Board of Directors Voting Delegate	Rachael Bassett	November 25, 2025
Board of Directors Voting Delegate (Alternate)	Marcus Smith	November 25, 2025

The Board of Directors meets prior to each monthly membership meeting on the second Monday of each month. Melbourne has five votes based on population.

Space Coast Transportation Planning Organization

Appointed

Governing Board (4-year term)	Marcus Smith	November 26, 2024
Governing Board (4-year term)	Mimi Hanley	November 26, 2024
Governing Board (4-year term)	Mark LaRusso	November 22, 2022
<i>Governing Board (Alternate) (4-year term)</i>	<i>Julie Kennedy</i>	<i>November 22, 2022</i>
<i>Governing Board (Alternate) (4-year term)</i>	<i>David Neuman</i>	<i>January 13, 2026</i>

Technical Advisory Committee	Jenni Lamb	April 2013
<i>Technical Advisory Committee (Alternate)</i>	<i>Todd Corwin</i>	<i>April 2007</i>

Citizens' Advisory Committee	Eric Fielding	September 12, 2023
Citizens' Advisory Committee	Christopher Batchelor	January 14, 2025
Citizens' Advisory Committee	Vacant	

(3 Alternate Positions Also Available)