



City of Melbourne, Florida City Council Agenda

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

May 12, 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 Two through One 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** - Mayor Paul Alfrey
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
 - a. Proclamation declaring May 2026 as "National Foster Care Month" and May 5, 2026 as "National Foster Care Day"
 - b. Presentation of Volunteer Milestone of Service Award - Peter Kostrzewa, 35 Years of Service, Zoning Board of Adjustment
 - c. Presentation by the Florida City and County Management Association celebrating the City's 100 years of Council-Manager form of government
 - d. Proclamation declaring May 10-16, 2026 as "National Police Week" and May 15, 2026 as "Peace Officers' Memorial Day"
5. **Approval of Minutes**
 - a. Reapproval of the April 14, 2026 Regular Meeting Minutes
 - b. Approval of the April 28, 2026 Regular Meeting Minutes
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. **Ordinance No. 2026-19, Creative Playground:** (Second 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) (First Reading - 4/28/2026)

9. **Ordinance No. 2026-20, Olde Eau Gallie Riverfront CRA Plan Amendment:** (Second 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 - 4/2/2026) (First Reading - 4/28/2026)

C. NEW BUSINESS

10. **CONSENT AGENDA:**

- a. Utilization of contract pricing for paving at the D.B. Lee Water Reclamation Facility, Concurrent Utility Services LLC, Rockledge, FL - estimated amount of \$124,131.
- b. Purchase of Verkada security cameras and an access control system for Melbourne City Hall, Project No. 10925, Atlantis Electrical Systems, LLC, Palm Bay, FL - \$316,326.

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

12. **Ordinance No. 2026-21, Circle K Convenience Store:** (First Reading/Public Hearing) Conditional Use request to allow a convenience store with gas pumps in a C-P (Commercial Parkway) zoning district with site plan approval to redevelop the 2.1± acres of property, located on the west side of South Babcock Street, south of NASA Boulevard and north of Hibiscus Boulevard (1300 South Babcock Street). (Owner - Lemonade MM Melbourne Babcock LLC) (Applicant/Representative - Jarod Stubbs, PE, Kimley Horn & Associates, Inc.) (P&Z Board - 4/16/2026)

13. **Ordinance No. 2026-22, Mayfair Community Development District Contraction:** (First Reading/Public Hearing) An ordinance amending City Code, Chapter 20, Article IX, Section 20-289 and Section 20-291, regarding a contraction to the jurisdictional boundaries of the Mayfair Community Development District. (Applicant/Representative - Mayfair Community Development District) (P&Z Board - 4/16/2026)

14. **Ordinance No. 2026-23, Modifications to Affordable Housing Development:** (First Reading/Public Hearing) An ordinance amending City Code, Appendix B, Article V, Section 4, Affordable Housing Development, to be consistent with the definition of affordable housing and application of such to Live Local Act projects as defined within Florida Statutes. (P&Z Board 4/16/2026)
15. Discussion on the City's enhanced Code Enforcement process. (Postponed - 4/14/2026, 4/28/2026)
16. Discussion of electric bicycles (e-bikes).
17. Board Appointments
 - a. Request for waiver of Sections 112.313(3) and 112.313(7), Florida Statutes, on behalf of John Huy (Affordable Housing Advisory Committee) who has a contractual relationship with the City.
 - b. Affordable Housing Advisory Committee

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

E. ADJOURNMENT

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

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

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

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

A. OPENING

1. The invocation was given by 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 Conley 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 Omnisca 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

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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

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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: April 28, 2026

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

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

NAME—FIRST NAME—MIDDLE NAME Smith, Marcus	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City of Melbourne City Council
MAILING ADDRESS 900 E. Strawbridge Avenue	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY Melbourne	COUNTY Brevard
DATE ON WHICH VOTE OCCURRED April 14, 2026	NAME OF POLITICAL SUBDIVISION: City of Melbourne MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

RECEIVED

APR 30 2026

Office of City Clerk
Melbourne, Florida

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.

The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Marcus Smith, hereby disclose that on April 14, 20 26 :

(a) A measure came or will come before my agency which (check one or more)

inured to my special private gain or loss;

inured to the special gain or loss of my business associate, _____ ;

inured to the special gain or loss of my relative, _____ ;

inured to the special gain or loss of Concerned Citizens Committee of South Brevard, Inc., by whom I am retained; or

inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Consideration of Letters of Intent for purchase of City-owned property located at 695 E. University Boulevard.

One of the five proposals for the disposition of the property was submitted by the Concerned Citizens Committee of South Brevard, Inc. for whom I serve as Vice President as an uncompensated volunteer, and am also a member of the organization. As authorized pursuant to §286.012, Fla. Stat., I chose to abstain from voting on this item to avoid any possible conflict, or the appearance of a possible conflict, pursuant to §112.313, Fla. Stat. or §112.3143, Fla. Stat.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

4/30/2026

Date Filed



Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE INSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

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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 Father John Triolo, Ascension Catholic Church.
2. Pledge of Allegiance
3. Roll Call

Present:

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

4. Proclamations and Presentations

Mayor Alfrey presented a proclamation declaring May 3-9, 2026 as “National Drinking Water Week” to Megan Ruben, Environmental Outreach Manager (ECO), and ECO staff.

Mayor Alfrey and Ms. Ruben presented certificates to Addison Shahlamian, Hannah Allen, Charlotte Tamblyn, Charlotte McManus and Dylan Zheng, the winners of the National Drinking Water Week Drop Savers Poster contest.

Mayor Alfrey presented a proclamation declaring May 3-9, 2026 as “National Small Business Week” to Ms. Dieulanie Claude from the South Florida District Office of the U.S. Small Business Administration.

Employees who reached a milestone of service during the month of April 2026 were invited to the Council meeting to accept their service pin and gift card. Jody

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Kahler, Fire Operations (25 years) attended the meeting and was recognized by the Mayor and City Council and City Manager.

Samuel Plummer was not present to receive his Exceptional Citizen Award.

5. Approval of Minutes – April 14, 2026 Regular Meeting

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

6. City Manager's Report

City Manager Jenni Lamb reported that a discussion item will be placed on the May 12 City Council meeting to discuss the replacement on Fire Station 72. Council Member Mimi Hanley stated that she was approached regarding a previously discussed property (north of Sarno Road and east of Wickham Road) and stated that the property owner is now interested in selling the property. Mrs. Lamb stated that staff can get more information on this; however, there will not be enough time to get information prior to the May 12 meeting.

Mayor Alfrey stated that if there is an additional property that is available to consider, the city should explore the opportunity.

Following discussion, there was consensus from Council for staff to gather additional information and to move that proposed discussion item to the May 26 City Council meeting.

7. Public Comments

Crystal Plain, 18 W. Avenue B, discussed the disparities experienced by black business owners. She discussed her organization, Black Business on the Rooftop, and how her organization helps businesses scale and grow. Continuing, she discussed an upcoming event in September at the Hotel Melby supporting these efforts.

Alfredo Hernandez, Melbourne, discussed the proposed project to revitalize Holmes Park and stated that the park is already a historic and valuable space. He noted that the park should not be turned into a gathering space with an amphitheater – instead, he stated that the park simply needs better lighting, trimmed trees, better landscaping and cleaner surroundings.

Council Member David Neuman stated that this park is in his district and that he will reach out to Mr. Hernandez to schedule a time to meet at the park and discuss his vision for the area.

Michael Scenti, 2903 Harbor City Boulevard, stated that he is advocating for his friend who owns the Marathon gas station that will be blocked by FDOT safety improvements along U.S. 1. He stated that a letter from FDOT states that an

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adjustment can be made but it will be at the requestor's expense. Mr. Scenti asked if there is any way the city can assist with that expenditure.

Council Member Marcus Smith stated that all of Council received a copy of the referenced letter and that in his opinion, it is an issue worth advocating for.

Ms. Hanley stated that a good starting point would be to discuss this further with the Space Coast Transportation Planning Organization. Mrs. Lamb added that a meeting to discuss this is scheduled with city staff.

Shannon Blair, Palm Bay, discussed the city's proclamation recognizing National Drinking Water Week and once again asked the city to consider supporting the Plant-Based Treaty.

Chris Campione, 135 Ocean View Lane, talked about increased taxes that are affecting residents.

Mayor Alfrey announced that Item 14 (discussion on the city's enhanced Code Enforcement process) would be postponed to the May 12 meeting at 6:30 p.m. in the Council Chamber.

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)

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

Moved by Hanley/Bassett for approval of Ordinance No. 2026-18 based upon the findings contained in the Planning & Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

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.

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Public Works & Utilities Director Jennifer Spagnoli reported that 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 ten-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 in the agenda package.

Moved by LaRusso/Smith for 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. Motion carried unanimously.

10. CONSENT AGENDA:

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

(Mr. Neuman stepped out of the chamber at 7:40 p.m.)

Moved by Hanley/Alfrey for approval of the consent agenda. Motion carried unanimously. Mr. Neuman was not present for the vote.

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)

(Mr. Neuman returned to the chamber at 7:42 p.m.)

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City Attorney Adam Conley read the ordinance by its title. Community Development Director Cindy Dittmer reported that 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-premises 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.

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.

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

Josh and Nicole Lehmn, applicants, were available for questions.

Moved by LaRusso/Neuman for approval of Ordinance No. 2026-19, based upon the findings and conditions contained within the Planning and Zoning Board memorandum. Motion carried unanimously.

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)

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Attorney Conley read the ordinance by its title. Mrs. Dittmer reported that specific changes within the proposed plan amendment include 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.

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

Moved by LaRusso/Neuman for approval of Ordinance No. 2026-20. Motion carried unanimously.

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

This item was postponed to the May 12 meeting at 6:30 p.m. in the Council Chamber.

15. Discussion on Volunteer Boards.

City Clerk Kevin McKeown reported that 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.

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. Mr. McKeown provided brief summary of each of the following topics: Code of Conduct for Volunteer Board Members; Appointment, Suspension, and Removal of Volunteer Board Members; Attendance Standards; Functions/Duties of Non-Quasi-Judicial Boards and Merging/Consolidation of Boards.

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With regard to the first topic of a code of conduct, Mr. Neuman stated that at this time, he does not feel that it is necessary to move forward with developing one. Mr. Smith disagreed and stated that one should be considered.

Ms. Hanley asked if a code of conduct is necessary and if any issues have occurred with board members. Mr. McKeown replied that outside of the recent circumstance with regard to a censure, there has not been real formal action; however, he stated that he has participated in private conversations with board members who have been confused with the board's duties or the quasi-judicial responsibilities of the boards. Ms. Hanley stated that it's hard enough to get volunteers and that a code of conduct wouldn't help.

Attorney Conley referenced the statute that speaks to the removal of board members. Mr. McKeown added that staff does attempt to reach out to members who simply do not attend meetings nor communicate with staff. In many instances, the lack of communication results in the board member effectively resigning.

Discussion continued.

Attorney Conley noted that neglect of duty is cause for City Council to remove a board member; however, Council would still need to follow the process of a resolution to remove individuals. He also noted that another option would be to add that board members serve "at the council's pleasure" rather than for specific/defined terms.

Mrs. Kennedy asked if all board members' terms are the same. Mr. McKeown replied no and stated that they vary from two-year terms to five-year terms. Mrs. Kennedy suggested that staff explore the opportunity to reduce the term lengths of board members as a potential solution.

Ms. Bassett asked what would occur if a board member violated the code of conduct. Council replied that nothing would occur unless Council proceed with the removal process currently in the statute.

Mr. LaRusso reminded Council that the chair and vice chair of the board have the responsibility to handle decorum of the board and bring concerns to city staff when appropriate. He stated that he will not agree with developing a code of conduct.

Discussion took place regarding attendance standards, the definition of excused and unexcused absences, and how to handle boards struggling to achieve a quorum. Overall, Council had no changes or revisions to the attendance standards listed in City Code.

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With regard to the topic of a Charter referendum related to the Zoning Board of Adjustment and the Planning and Zoning Board, Mr. LaRusso asked for more details on how this would be executed.

Discussion took place regarding the existing Zoning Board of Adjustment members, how the city would handle consolidating the boards and losing institutional knowledge, how the city has handled the merging of boards/board members in the past, and the initial reasoning why this topic was even brought forward in the first place.

Following discussion, Mayor Alfrey asked that each Council Member verbally indicate how they feel about consolidation of the Zoning Board of Adjustment and the Planning and Zoning Board and the idea to prepare an ordinance to consider a referendum on the November ballot.

In support: Smith, Alfrey, Neuman, Bassett and Kennedy

Against: LaRusso and Hanley

Attorney Conley noted that based on Council's direction, his office will bring back an ordinance relating to this proposed Charter amendment.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Mr. Neuman asked for Council's consensus for the City Attorney to provide an ordinance that will differentiate between lease lines and lot lines in the City Code as it only discusses lot lines and the Airport conducts most of their business utilizing lease lines. Council expressed consensus to consider a future agenda item.

Continuing, Mr. Neuman also asked for Council's consensus for the City Attorney to provide information on how to modify the Zoning Board of Adjustment's appeal process for cases to initially come to Council and then to the Circuit Court. Attorney Conley discussed the existing language in the Charter, which would require a Charter amendment to change.

Mrs. Kennedy asked how this would work if the board is merged with the Planning and Zoning Board. Attorney Conley stated that the referenced merger is more appropriately considered a delegation of responsibilities; therefore, if approved, the process would continue the way the Charter describes it today (appeals going straight to the Circuit Court).

Attorney Conley stated that his preference would be that appeals of both boards go directly to the Circuit Court instead of going to Council at all. Following discussion, Council expressed consensus to consider a proposed Charter amendment to modify the appeals process for Zoning Board of Adjustment such

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that decisions of the board can be brought to Council for an appeal rather than directly to the Circuit Court.

Ms. Hanley noted that she is disappointed with our switch to United Healthcare. Mrs. Lamb noted that staff is working with Brown and Brown to assist Ms. Hanley. Ms. Hanley also asked Council if they had anything they wanted her to discuss at the FLC Fast Fly-In in June. Mrs. Lamb noted that staff will compile a list of federal legislative priorities for Ms. Hanley to take to the conference. Ms. Hanley noted that she will also bring these items to the May 26 Council meeting to discuss with Council. These items include grants for housing projects, grants for outdoor activity additions like athletic fields and public safety grants for additional fire houses. Lastly, Ms. Hanley asked that staff look into the implementation of underground utilities.

Mr. Smith asked for Council's consensus to create a municipal board profile for each volunteer board. Following discussion, Council did not express consensus for this idea.

Mr. LaRusso asked Mrs. Lamb for the city's fuel costs from last year and this year to compare. Additionally, Mr. LaRusso challenged Council to share good and bad information from their district at every Council meeting moving forward. He noted that the construction work on Riverside Drive is causing major traffic issues for the Melbourne beachside community. He also shared that the Rotary Club is donating a Verdin Post Clock to the Eau Gallie square.

E. ADJOURNMENT

The meeting adjourned at 9:15 p.m.

City Clerk – May 5, 2026

Approved by Council:

Memorandum

To: Mayor and Council
From: Jenni Lamb, City Manager
Date: May 7, 2026
Subject: City Manager's Report – Meeting of May 12, 2026

Updates:

- As authorized at the March 24, 2026 City Council meeting, staff submitted five census tracts to the State for nomination under the Opportunity Zone 2.0 Program. Additional information about the submittal and a map showing the census tracts are included.
- At the April 28, 2026 regular City Council meeting, Council expressed consensus for staff to explore opportunities to reduce term lengths for all volunteer board members. A memo from the City Clerk regarding this topic is being provided under separate cover by May 8, 2026.

Upcoming Events:

- 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.
- The Melbourne Police Department's Promotion and Swear-In Ceremony will be held on May 28, 2026 at 2:00 p.m. at Front Street Civic Center.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Robert McKinzie, Economic Development Manager
Re: **Opportunity Zone 2.0 Submission**
Date: April 24, 2026

Staff has submitted the following Census Tracts to the State for nomination under the Opportunity Zone 2.0 Program. Governors will begin nominating new zones on July 1, 2026, with final designations to be certified by the U.S. Department of Treasury by December 31, 2026, and taking effect on January 1, 2027. The program has been established to be permanent, with required redesignation occurring every ten years.

Submitted Tracts

- Census Tract 642.01
- Census Tract 642.02
- Census Tract 643.02
- Census Tract 648
- Census Tract 649.02

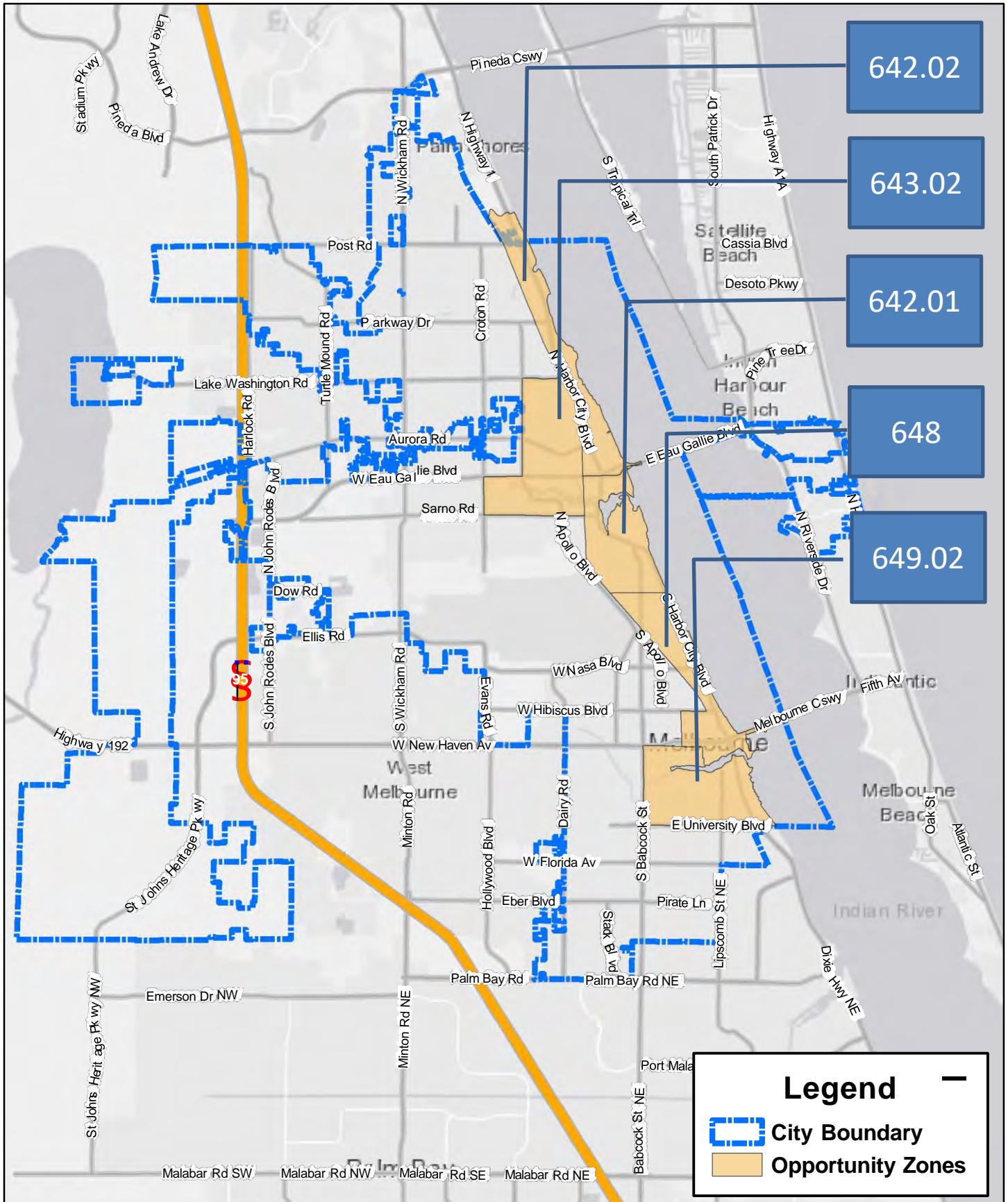
Background

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

Under OZ 2.0, the One Big Beautiful Bill of 2025 makes the program a permanent part of the tax code and further refined the program. Local governments have the ability to nominate same and/or new census tracts to the Governor, as the previously nominated census tracts will sunset on December 31, 2026. New OZs will be nominated by state Governors starting July 1, 2026 through October 31, 2026, qualified by the U.S. Department of Treasury by December 31, 2026, and will take effect on January 1, 2027. Governors can only nominate 25% of their states' eligible census tracts for designation as an OZ. Under the new Program, OZs will be nominated and designated every 10

years. More restrictive eligibility criteria will be applied to qualify new census tracts, including a lower median family income threshold less than 70% (previously median family income of less than 80%) and elimination of contiguous tracts.

Census Tracts for Opportunity Zone Nomination 2026





Melbourne City Council
May 12, 2026
City Manager's Item Report

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

Subject:

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

Background/Consideration:

This is the second 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

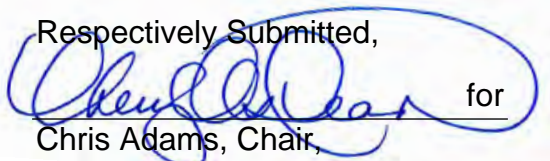
- a. **Sales and Consumption within Building:** The sale, service and consumption of alcohol is to be located completely within the building identified as 1416

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.

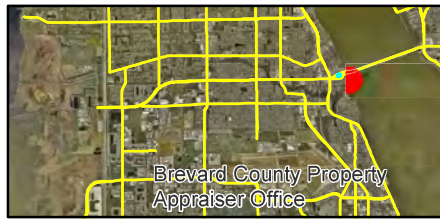
Respectively Submitted,



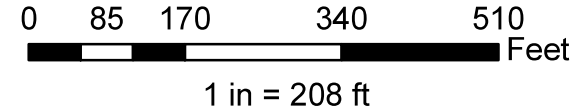
for

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

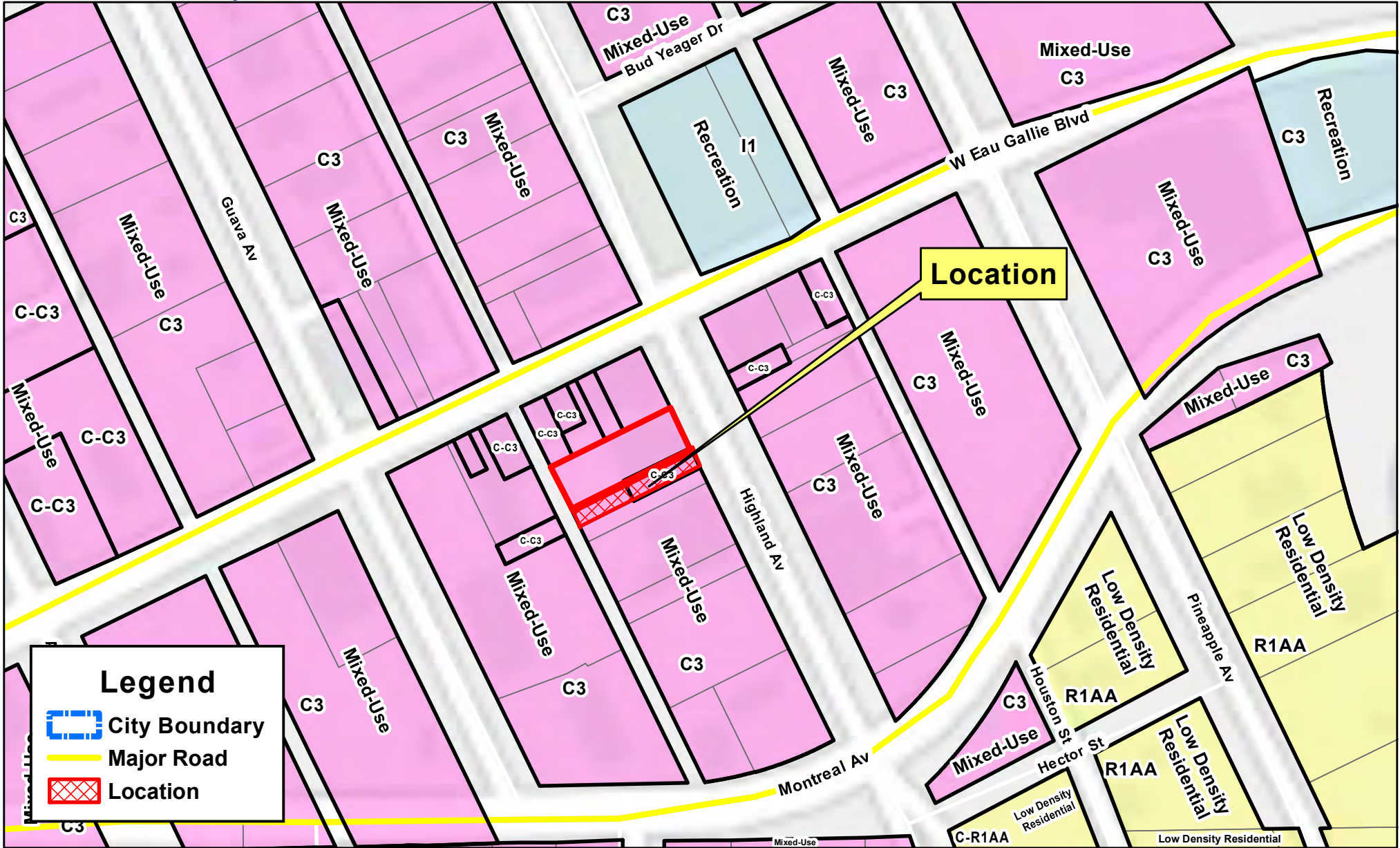
DISCLAIMER: Illustrative purposes only. No warranties, expressed or implied, are provided for the property records and mapping data herein or for their use or interpretation by the User. The City of Melbourne assumes no liability for any damages, losses, or expenses, including but not limited to attorney's fees, arising from any User's use or misuse of the property records or mapping data provided herein.

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



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

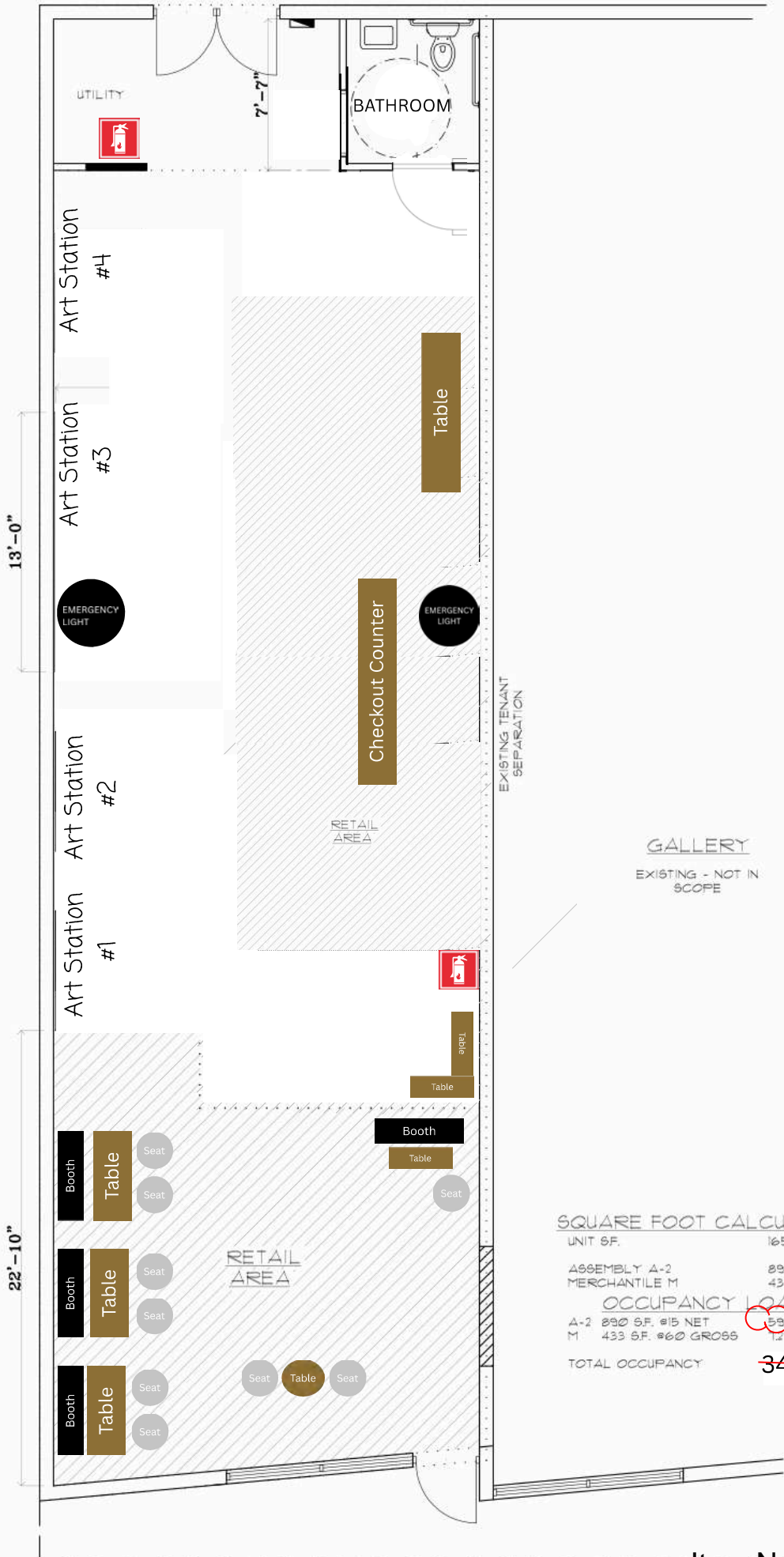
140 0 140
Feet
1 inch = 148 feet



Legend

- City Boundary
- Major Road
- Location

DISCLAIMER: Illustrative purposes only. No warranties, expressed or implied, are provided for the property records and mapping data herein or for their use or interpretation by the User. The City of Melbourne assumes no liability for any damages, losses, costs or expenses, including but not limited to those arising from any User's use of the maps of the property records or mapping data provided herein.



GALLERY
EXISTING - NOT IN
SCOPE

SQUARE FOOT CALCULATIONS

UNIT SF.	1654 SF.
ASSEMBLY A-2	290 SF.
MERCHANTILE M	433 SF.
OCCUPANCY LOAD	
A-2 890 SF. #15 NET	593
M 433 SF. #60 GROSS	12
TOTAL OCCUPANCY	34-66

59
←

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.

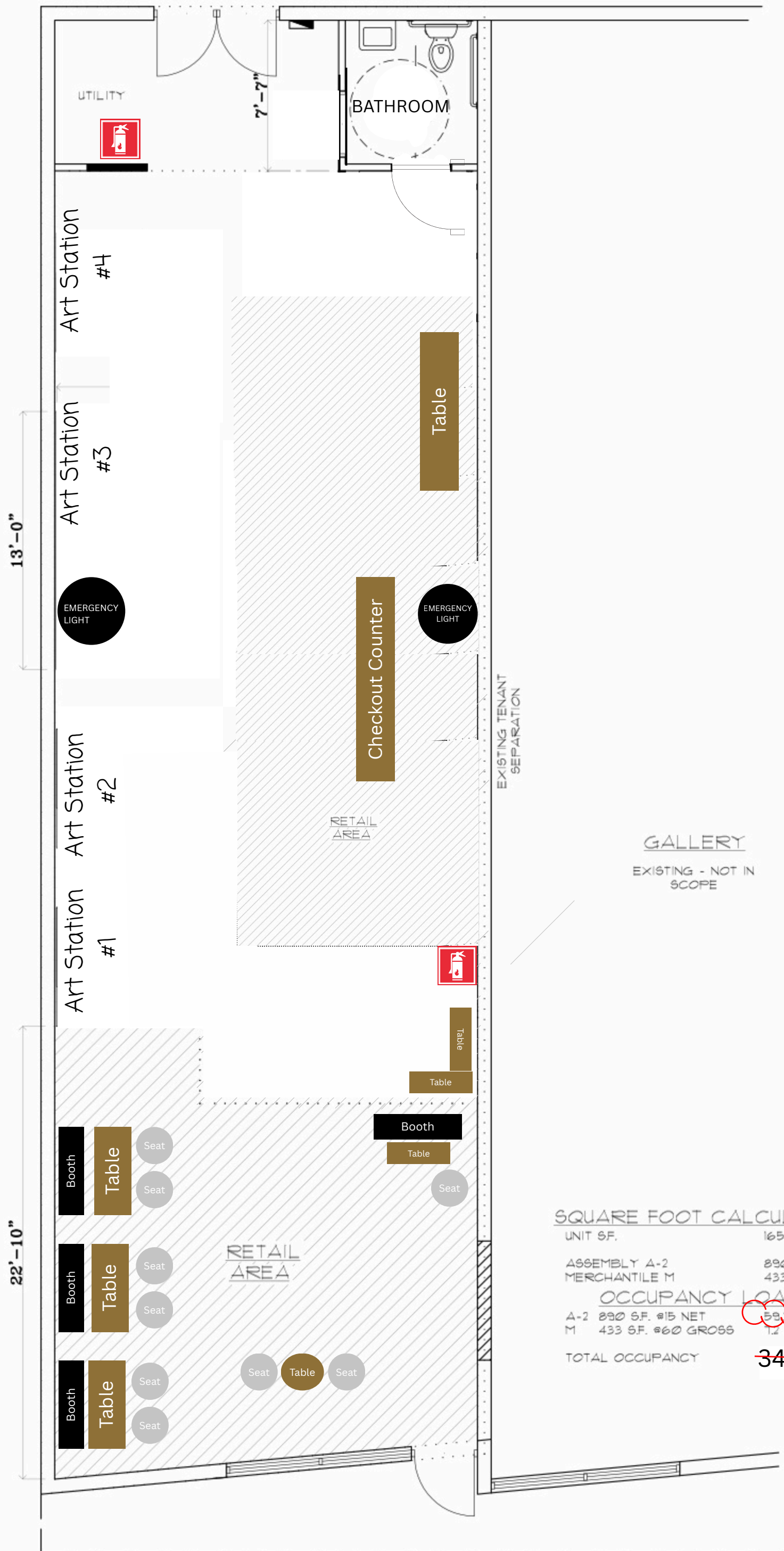
SECTION 8. That this ordinance was passed on the first reading at a regular meeting of the City Council on the 28th day of April, 2026, and adopted on the final reading at a regular meeting of the City Council on the _____ day of _____, 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Floor Plan
Ordinance No. 2026-19





Melbourne City Council
May 12, 2026
City Manager's Item Report

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

Subject:

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

Background/Consideration:

This is the second 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:

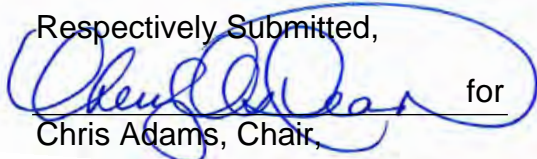
Findings of Consistency for the Proposed Plan Amendment

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 28th 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]

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

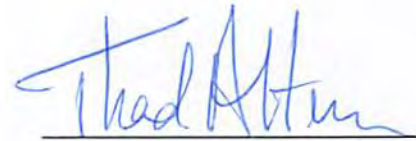
WHEREAS, the County finds that it is necessary to modify Resolution 2000-249, as amended by 2021-083, to amend the County's delegation of authority to the City and Agency to conform with the 2025 Interlocal Agreement pursuant to 163.358, Florida Statutes.

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
May 12, 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. Utilization of contract pricing for paving at the D.B. Lee Water Reclamation Facility, Concurrent Utility Services LLC, Rockledge, FL - estimated amount of \$124,131.
- b. Purchase of Verkada security cameras and an access control system for Melbourne City Hall, Project No. 10925, Atlantis Electrical Systems, LLC, Palm Bay, FL - \$316,326.



Melbourne City Council
May 12, 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:

Utilization of contract pricing for paving at D. B. Lee Water Reclamation Facility.

Background/Consideration:

The asphalt along the northeast portion of the DB Lee Water Reclamation Facility is in poor condition and needs to be resurfaced. Due to multiple yard piping leaks over the last three years and recent forcemain improvements there are multiple patches and uneven asphalt. The biosolids handling building is located in this portion of the site and the biosolids haulers need to be able to safely enter and exit the area. The back entrance to Sarno Road is also located in this area and access needs to be maintained for emergencies. The City of Melbourne currently maintains a contract with Concurrent Utility Services (Contract No. P25015K-0-2025/KL), which includes established pricing for work associated with asphalt repairs. Staff seeks to utilize contract pricing under the existing contract.

Contract/Solicitation:

This contract expires July 29, 2027, and has seven, 12-month renewals available.

Fiscal/Budget Impact:

Funding is sufficient in Operating Account No. 63100535-546000 (Water Reclamation - Repair & Maintenance).

Requested Action:

Approval of utilization of contract pricing for paving at D. B. Lee Water Reclamation Facility, Concurrent Utility Services LLC, Rockledge, FL - estimated amount of \$124,131.

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@mlbfl.org

Sarno Rd FM - Additional Paving to Finish					
Item No.	Discription	Quantity	Unit	Cost	Extended
OP-54	Asphalt Patch 10x10	69	EA	\$1,799.00	\$124,131.00
TOTAL					\$124,131.00

We hereby propose to furnish labor and materials in accordance with the above specifications for the sum of: **\$124,131.00** 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 _____



Church of Christ

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").

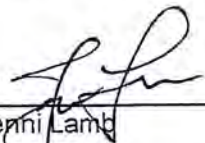
The CITY and the CONTRACTOR agree as follows:


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.

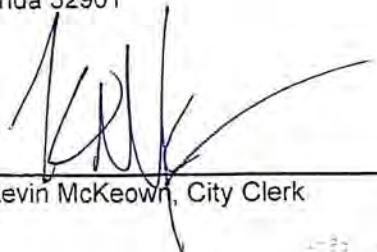
This Third Amendment shall become effective upon the last of the parties to sign.

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.

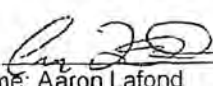
CITY OF MELBOURNE, FLORIDA

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:

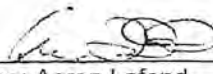
1. The contract entered into on July 30, 2025, is hereby amended to change the UOM from foot to each on line items # OP-28 and OP-29.
2. Amendment to the Contract. In interpreting this amendment, underlined text is new text inserted into the Contract and ~~stricken through~~ language is text deleted 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

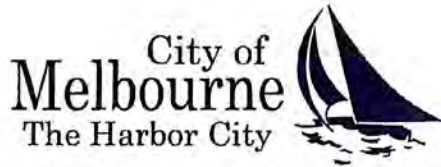
Attest: 
Kevin McKeown, City Clerk

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

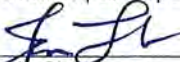
This Contract consists of the following documents: (Mark "X" where applicable)

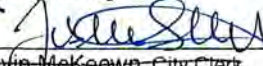
- Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services (Std Version 02/07/2024)
 - Exhibit A1. Statement of Work
 - Exhibit A2. Performance Standards
 - Exhibit A3. Maintenance Agreement
 - Exhibit A4. Pricing Schedule
- Exhibit B: Supplemental Provisions
- Exhibit C: Federal Compliance 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: _____	Justice Stevens Assistant City Clerk Commencement Date: <u>07/30/2025</u> <small>** Note: But effective no earlier than last of the parties to execute</small> 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



Melbourne City Council
May 12, 2026
City Manager's Item Report

Department:	City Manager's Office
Presenter:	Rebecca Thibert
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.10.b.

Subject:

Purchase of security cameras and access control system for City Hall.

Background/Consideration:

The City Hall Security Upgrades project includes the installation of upgraded Verkada security cameras in City Hall and installation of Verkada enterprise access control systems. The Verkada enterprise access control system is a hybrid-cloud solution that unifies building security by managing door access, users, and video surveillance through a single platform. This system is already in use at the Joseph Pellicano Law Enforcement Center.

The Access Control System proposal includes installation of Verkada card readers at Melbourne City Hall exterior doors, hallway interior doors, two elevators and provides for five-year licensing of all equipment. Key features include the ability to schedule and remotely lock/unlock doors, quickly change access control levels for employees upon onboarding and out-boarding, and easily manage the administration of access cards.

The security camera proposal includes the removal of the existing cameras and cabling, installation of the new cameras, conduit where required, and five-year licensing for each camera. Cameras will be monitored by the Melbourne Police Department's Communications Center. Additional City facilities can be added to the same system as future funding becomes available.

As this proposal relates to security systems for property owned by the City, it is confidential and exempt from public record; and therefore, not included in the agenda package. The proposal is available for review by Melbourne City Council Members only in the City Manager's Office.

Contract/Solicitation:

This is a sole source purchase. As the sole source form also references security systems for property owned by the City, it is confidential and exempt from public record.

Fiscal/Budget Impact:

Funding is available in Project No. 10925.

Requested Action:

Approval of purchase of Verkada security cameras and an access control system for City Hall, Project No. 10925, Atlantis Electrical Systems, LLC, Palm Bay, FL - \$316,326.



**Melbourne City Council
May 12, 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
May 12, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	3
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.12.

Subject:

Ordinance No. 2026-21, Conditional Use (CU2024-0009) with Site Plan Approval (PLAN2024-0016)
Circle K Convenience Store

Background/Consideration:

This is the first reading of an ordinance granting a conditional use to allow a convenience store with gas pumps, with site plan approval on a 2.1±-acre property, in a C-P zoning district (Commercial Parkway) located on the west side of South Babcock Street, south of NASA Boulevard and north of Hibiscus Boulevard (1300 South Babcock Street - Tax Account #2729493). The property has a Mixed Use Future Land Use classification, is within the Midtown Activity Center, and is located in Council District 3.

The property is currently developed with a 7,325± square foot financial institution including parking, landscaping and stormwater. The applicant is requesting a Conditional Use approval to develop a 5,200±-square foot convenience store with 14 fueling stations. The subject property is currently zoned C-P (Commercial Parkway), which is a mixed-use zoning category typically designated along major roadway corridors and is designated with a Mixed Use Future Land Use. In the mixed-use zoning categories, there needs to be additional scrutiny to address whether convenience stores with gas pumps are compatible. Convenience stores with gas pumps require a Conditional Use approval in the C-P zoning district.

With the location of this property within the former Babcock Street CRA corridor and within the Midtown Activity Center with a Mixed Use Future Land Use (as designated within the Comprehensive Plan), staff has some concerns about the compatibility of convenience store with gas pumps as a principal use in this area.

Within the goals and objectives of the Comprehensive Plan, the use of this property as a convenience store with gas pumps does not: meet the intended mixed use, higher density and intensity uses within an Activity Center; exhibit a compact urban design; satisfy the need for a walkable type of use; nor address the stated uses within the Mixed Use future land use of retail, office, low/medium/high residential, recreational or institutional. These uses would have met the goals of the Redevelopment Plan of the former Babcock CRA to further develop support services to support the concentration of employers near the Melbourne International Airport, where a concentration of employment is located. However, the proposed use is an allowable conditional use request within the C-P zoning district and the proposed site plan adheres to all use standards for convenience stores



with gas pumps, as outlined within City Code.

The site plan indicates access to both Rialto Place (along the north property line), and the existing eastern driveway connecting to the southern property, with internal, connecting drives on both sides of the fuel pump area. The existing driveway on Babcock Street will be modified as an entrance only to reduce vehicular conflicts with the internal driveway connection to the south. The site plan provides the required 20 parking spaces, and complies with all use standards related to architectural standards, façade and roofline standards, canopy, landscaping and lighting.

The subject property is located on an arterial roadway, surrounded by commercial development, restaurants, and vacant commercial land (under construction for a hotel). On the east side of Babcock Street is Melbourne High School, with I-1 zoning. There are no single-family residential lots located within 500 feet of the subject property; a multi-family residential development is located 530± feet to the north (Madison Midtown Apartments).

On April 16, 2026, the Planning and Zoning Board voted 5-to-2 to recommend approval of this request.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2026-21 with PLAN2024-0016 based upon the findings and conditions contained in the Planning and Zoning Board memorandum.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Cheryl A. Dean, AICP, Planning Manager
Re: **Conditional Use (CU2024-0009) with Site Plan Approval Request (PLAN2024-0016) Circle K Convenience Store**
Date: April 30, 2026

Owner/Applicant/Representative

- Owner – Lemonade MM Melbourne Babcock LLC
- Applicant / Representative – Jarod Stubbs, PE, Kimley Horn & Associates, Inc.

Proposed Actions

For the overall 2.1± acres of property, the following actions are requested:

- **Conditional Use Request** – to construct a convenience store with gas pumps in a C-P (Commercial Parkway) zoning district; and
- **Site Plan Approval Request** – to redevelop the property with a 5,200±-square foot convenience store with 14 fueling stations.

Location

The subject property is located on the west side of South Babcock Street, south of NASA Boulevard and north of Hibiscus Boulevard, in Township 27, Range 37, Section 33 (1300 South Babcock Street - Tax Account 2729493). The property is located in Council District 3 and is within the Midtown Activity Center.

History

The property is currently developed with a 7,325± square foot financial institution originally constructed in 1974 as a Republic Bank, including parking, landscaping and stormwater. In 2005, the building became BB&T Bank and then later through merger, became Truist Bank, which operated until 2022.

Adjacent Property Information

Frontage: Along the east property line, South Babcock Street, a city-maintained

arterial roadway.

Other Access: Along the north property line, Rialto Place, a 70-foot-wide flag to Lot 2 of the Rialto Place Subdivision (PB41, PG 3), recorded in 1994.

Along the south property line, a private access connection to the commercial property owned by 1450 S Babcock LLC.

To the East: Across South Babcock Street, Melbourne High School

Zoning: I-1

Land Use: Public Lands/Institutional

To the West: Lot 4, Rialto Place Subdivision, currently under construction for the Baywood Hotel (CU2024-0001/Ordinance No 2024-47, PLAN2024-0001).

Zoning: C-C-P (Commercial Parkway District)

Land Use: Mixed Use

To the North: Across Rialto Place Lot 2, Flying Burro restaurant

Zoning: C-P

Land Use: Mixed Use

To the South: Developed property owned by 1450 S Babcock LLC

Zoning: C-C-P

Land Use: Mixed Use

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

Conditional Use Analysis

The applicant is requesting a Conditional Use approval to develop a 5,200±-square foot convenience store with 14 fueling stations. Convenience stores with gas pumps require a Conditional Use approval in the C-P zoning district. The Conditional Use standards are presented in Appendix B, Article IX, Section 5.

The Conditional Use standards require a determination that the requested Conditional Use will not be injurious 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 taken into account.

The subject property is located on an arterial roadway, surrounded by commercial development, restaurants, and vacant commercial land (under construction for a hotel). Across Babcock Street is Melbourne High School, with I-1 zoning. There are no single-family residential lots located within 500 feet of the subject property; a multi-family residential development is located 530± feet to the north, (Madison Midtown Apartments).

City Code: City Code, Appendix B, Article V, Section 2(d) Table 1B identifies convenience stores with gas pumps as a permitted use in the heavy commercial and industrial zoning categories (M-1, and M-2); however, a conditional use is required for commercial zoning categories (C-2, C-P and C-E). This means that convenience stores

with gas pumps are considered to be more compatible and well-suited in an industrial/heavy commercial area and need to be carefully considered in a mixed use commercial area. The subject property is currently zoned C-P (Commercial Parkway), which is a mixed-use zoning category typically designated along major roadway corridors. In the mixed-use zoning categories, there needs to be additional scrutiny to address whether convenience stores with gas pumps are compatible.

Babcock Street CRA Redevelopment Plan: The Babcock Street CRA was established in 1997 sunset in 2024 and included 544±-acres along the Babcock Street corridor. The Babcock Street CRA Redevelopment Plan was revised in 2008 and the subject property was located within the Central Area/Core Area of the Babcock Street Plan and was comprised of retail, restaurant, school and office uses.

The Redevelopment Plan for the former Babcock CRA identified an opportunity to further develop support services, such as dining, retail, hotel and meeting facilities to support the concentration of employers near the Melbourne International Airport, where a concentration of employment is located.

With the location of this property within this section of the Babcock Street corridor and the Midtown Activity Center, staff has some concerns about the compatibility of convenience store with gas pumps as a principal use in this area.

The use of this property as a convenience store with gas pumps does not exhibit compact design components and multiple uses per building. Page 81 of the Redevelopment Plan identified mixed use as “more than one use per structure”, with typically multi-level (2-3 stories), and the plan provides examples such as office/commercial, or residential/office/retail. As cited in the Redevelopment Plan, this type of mixed use development enables “residents to live, work and shop without having to travel out of the area and hopefully without the use of a vehicle.” The proposed development does not meet this description, as the applicant does not intend to provide more than the retail sales of fuel and convenience items. A convenience store with gas pumps is also not meeting the desired uses for the Community Redevelopment Area of retail, office and dining.

The Comprehensive Plan: The 2010 Comprehensive Plan updated the future land use designations by establishing a new Mixed Use Future Land Use classification (as a replacement to old land uses with two or more land use classifications). The Comprehensive Plan was updated to reflect the future need for infill within the City’s urban core areas, and language was improved for consistency with the Babcock Street Redevelopment Plan. The city was required by the State to identify maximum densities (up to 30 units per acre) and intensities (a Floor Area Ratio of 2) within the Babcock Street CRA. The city made these changes within the Babcock Street CRA to encourage more dense patterns of infill development and redevelopment where infrastructure exists to support a greater intensity, also adopted within the Comprehensive Plan and City Code.

The subject proposal for a convenience store with gas pumps provides a 0.057 FAR for the site. The applicant has the ability to construct a much denser and more urban type development on the subject property that meets the description of mixed use as described

in the Babcock Street Community Redevelopment Plan.

1. Objective 1.4 identifies the Mixed-Use Corridor land use category is intended to provide a mixture of residential, commercial, recreational and institutional uses generally along major transportation corridors in the City. Uses listed include commercial uses – specifically retail and office, low-medium-high residential uses, recreational uses and institutional uses. While a convenience store with gas pumps is required to be located on an arterial roadway, such use is better suited for a General Commercial Corridor.
2. Policy 1.4.2 identifies that higher densities and intensities should be closer to the activity centers as a factor for determining appropriateness of mixed use. In addition, the mixed use future land use designation shall encourage a compact and walkable environment to reduce vehicle miles traveled. A convenience store with gas pumps is generally not considered to be a walkable use.
3. Objective 1.11 states that the city's urban nodes, including the Midtown Activity Center, shall reflect the need to intensify and consolidate complementary land uses to prevent urban sprawl. The proposed development does not intensify or consolidate complimentary land uses.
4. Policy 2.1.1: Ensure the zoning district regulations allow an intensification of buildings within activity centers and mixed-use corridors to achieve appropriate densities and intensities. This property is located within the Midtown Activity Center, which permits up to 30 units per acre and a 2 FAR. The proposed development has a 0.057 FAR.
5. Objective 2.2 of the Future Land Use Element states that the city will reinforce the city's Activity Center areas, including the Midtown Activity Center, as compact, mixed-use activity centers. The proposed development does not propose compact, mixed-uses.
6. Policy 2.2.4: Continue promoting mixed-use on single sites, with retail businesses and restaurants on the ground floor and office and residential on the upper floors of downtown and midtown buildings. This proposal offers no mixed uses on a single site, nor proposed retail or office with residential on upper floors of the buildings.

Site Plan Analysis

City Code, Appendix B, Article IX, Section 6, establishes general standards to consider when evaluating the merits for a site plan approval request. The applicant is proposing to construct a 5,200±-square foot, single-story, convenience store with 14 fueling stations.

Demolition: A 7,325±-square foot, bank with drive-thru, will be demolished for the construction of the new project.

Proposed Development: As identified in the site plan, the 5,200± square foot convenience store building is proposed centrally within the parcel, between the stormwater pond and the fueling area/canopy. Two, north/south, internal thru drives are proposed: one directly in front of the building for vehicular access to the building; and one located in front of the canopy parallel to the Babcock Street right-of-way for primarily for truck access to the fuel tanks and vehicular access to the fuel dispensers. The proposed

single-story building exceeds all minimum setback requirements for the C-P (Commercial Parkway) zoning district.

Access: The plan proposes to use the existing driveway connecting to Rialto Place along the north property line, and the existing eastern driveway connecting to the property owned by 1450 S Babcock LLC to the south. The existing driveway on Babcock Street will be modified as an entrance only, to reduce vehicular conflicts with the internal driveway connection to the south. Details will be coordinated with the Engineering Department during construction plan review.

The access to adjacent properties has been in place historically with no recorded easements. The driveway to the north will be located in the same location with no changes. The applicant has been coordinating with the property owner to the south to obtain the easement, which has been agreed upon but not yet recorded. As such, staff has added a condition that the applicant provide the necessary access easements from both adjacent property owners prior to construction plan approval.

Parking: Parking requirements for the project have been met. The proposed plan requires a total of 20 parking spaces (based on the convenience store use plus number of employees) and the applicant has provided 20 parking spaces, including one handicapped-accessible parking space, along with a minimum of six bicycle spaces located at the southeast corner of the building.

Use Standards are addressed: The site, as designed, addresses the following use standards identified in City Code, Appendix B, Article VI, Section 2(G):

	<u>Required</u>	<u>Provided</u>
Minimum lot size (based on 14 fueling stations)	40,000 sq. ft.	91,476± sq. ft.
Minimum floor area	300 sq. ft.	5,200± sq. ft.
Maximum height requirements (convenience store)	30 ft. tall	23± ft. tall
Minimum frontage on Arterial/Collector street	150 linear ft.	310 linear ft.
Minimum fuel tank setbacks (front/other)	20 ft./50 ft.	36 ft./114 ft.
Minimum dispensing unit setbacks (front/other)	50 ft./50 ft.	71 ft./66 ft.
Minimum Tanks/Dispensers setbacks adjacent to schools	100 ft./100 ft.	176 ft./211 ft.

Additional Use Standards are addressed: In conjunction with the additional standards for convenience stores with gas pumps, the site was also reviewed for compliance with these standards. The site complies with:

- Architecture and façade standards;
- Building entry standards, providing at least four design elements;
- Multi-sided façade treatment standards, including changes to the wall plane and utilizing a mix of building materials;
- Roofline standards, incorporating at least three of the design elements;
- Shading and massing techniques, such as adding planter beds, utilizing subtle changes and a mix of materials, color and texture, and trees in paved areas;
- Canopy requirements, including the provision of additional design features for canopy height over 18 feet;

- Pump island standards, ensuring compatibility with the architecture of the building and providing pedestrian safety;
- Landscaping;
- Lighting, including the use of materials and fascia around lights to direct light downward;
- Signage, ensuring that no canopy signs exceed the maximum height of 18 feet; and
- Outdoor speakers, permitting only low volume speakers that are located in the front areas of the store and canopy areas only so as to not affect adjacent properties.
- Canopy Height: Specifically for the canopy height, the applicant has requested 18.5 feet in height. With the current code standards, the applicant is required to provide a minimum of two additional design standards to the site for a canopy greater than 18 feet tall. The applicant has incorporated a minimum of two additional design standards, including:
 - An increase in trees and interior vehicular use area landscaping by 10% of the total required amount; and
 - Canopy supports are 100% clad with materials directly applied from the building.

Other required improvements: The project will require stormwater management and the applicant is proposing to provide a stormwater pond along the west property line. Details of stormwater will be coordinated during the construction plan review process in compliance with Chapter 50, City Code. The landscape improvements proposed with the project, as identified on the landscape exhibit (Sheets L0.50 thru L2.51), meet the requirements of City Code. The details of the landscaping improvements will also be coordinated through the construction plan review process.

Summary

This is a request to allow a convenience store with 14 fueling stations in a proposed C-P zoning district on Babcock Street. Consideration of this request, approval or denial, should be based solely on the proposed use of convenience store/gas pumps and not consideration of a particular brand or occupant. For staff's recommendation, the proposed use was analyzed for all applicable Comprehensive Plan policies and the City's Zoning and Land Development Regulations, along with consistency with the Babcock Street CRA Redevelopment Plan.

From the aspect of zoning and land development regulations, as regulated in City Code, the project is consistent. The applicant has demonstrated that the proposed convenience store with gas pumps will meet all applicable zoning regulations (setbacks, height, etc.), as well as the specific design standards identified in the City's use standards. The project is more than 530± feet from the closest multi-family residential development (no single-family residential development is nearby and the project meets the applicable level of service standards.

Regarding the Comprehensive Plan, although the project meets some components of applicable policies, it is still lacking in the following areas which are further described within the findings:

- It does not create proper urban form, as outlined in the Comprehensive Plan;

- It does not approach the maximum development potential of the site; and
- Does not conform to a mixed-use land use, as described in Objective 1.4 of the Future Land Use Element.

The project could go further in meeting the mixed-use development requirements by:

- Adding office and commercial uses within the existing footprint of the convenience store building;
- Incorporating residential development; and/or
- Providing an additional floor to the convenience store building and adding office/retail uses.

Therefore, the paradox occurs when considering that today with the C-P zoning on the property, a convenience store with gas pumps is allowed with approval of a conditional use; however, when considering the property's Mixed Use Future Land Use classification and its location within the Midtown Activity Center, this property would be more suitable for urban, mixed-use development with multiple stories and a mix of office/retail/restaurant and residential uses. The proposed convenience store/gas pump use will not enhance the revitalization efforts in the area due to the lack of providing retail/restaurant service opportunities to the high employment area and the existing and proposed residential areas.

Mobility

The subject property is located on the west side of Babcock Street south of NASA Boulevard. This site is located in Mobility District A (Melbourne International Airport Area).

The applicant is proposing a new 5,200± square foot convenience store with 14 fueling stations. Per a Traffic Impact Study (TIS) submitted by the applicant, total new trip generation for this project is estimated to be 900 trips per day via access from South Babcock Street. This new trip generation figure includes reflects pass-by-trips. The TIS also shows that Babcock Street operates with sufficient capacity and acceptable level of service (LOS) under daily existing, background, and buildout conditions. After review of the site plan and traffic study, Engineering Department staff determined that proper access would be needed to reach the traffic signal just south of the subject site. A condition has been added that requires the applicant to demonstrate that the appropriate easements have been created/obtained/provided to allow traffic at the subject site to access the traffic signal at Bulldog Boulevard and Babcock Street as well as to Rialto Place. The applicant will be responsible for providing seven (7) mobility improvements or making a payment in lieu of constructing the improvements.

Water and Sewer Concurrency: The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water and sewer are available to serve the subject site. The Lake Washington Water Treatment Plant provides water to this site. Adequate City sewer service is also available for this property.

JPA review Comments

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

Planning and Zoning Board Action

On April 16, 2026, the Planning and Zoning Board voted 5 to 2 to recommend approval of the requests.

Recommendation

Based on the findings contained within the Planning and Zoning Board memorandum, for a 2.1±-acre property, located on the west side of South Babcock Street, south of NASA Boulevard and north of Hibiscus Boulevard, the Planning and Zoning Board and the Community Development Department recommend:

Approval of CU2024-0009, conditional use to allow a convenience store with gas pumps in the C-P zoning district; and with **Approval of PLAN2024-0016**, formal site plan comprising of a single-story, 5,200± square foot, convenience store with 14 fueling positions, prepared on a three-sheet plan by Jarod Stubbs, P.E., Kimley Horn and Associates Inc, of Daytona Beach, Florida, Project Number 149880155, with a signed and sealed date of March 12, 2026, and pursuant to the following conditions:

- a. The conditional use shall comply with the use standards for a convenience store with gas pumps; and
- b. The conditional use shall be in conformance with the formal site plan (PLAN2024-0016) and associated conditions.
- c. Any change to the Site Plan will require reevaluation by the City Engineering Department and Community Development Department.

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

- d. The applicant shall provide the necessary cross access easements from the property owners adjacent to the north (Rialto Place) and south (1450 S Babcock LLC) prior to construction plan approval.
- e. The architectural design proposed for the building, canopy and pump islands shall be substantially consistent with the renderings submitted by the applicant.
- f. The applicant shall coordinate a final landscape plan with City staff, during the construction plan review process.
- g. Based upon the proposed canopy height of approximately 18.5 feet tall, the applicant shall provide a minimum of two additional design standards, as identified in Appendix B, Article VI, Section 2(G), convenience stores with gas pumps.
- h. Appropriate environmental permits must be obtained as part of the construction plan review process.

Memorandum

To: Mayor and Council
From: Dr. Ray Shackelford, Acting Chair, Planning and Zoning Board
Re: **Conditional Use Request (CU2024-0009) with Site Plan Approval Request (PLAN2024-0016) Circle K Convenience Store**
Date: April 17, 2026
Owner: Lemonade MM Melbourne Babcock LLC
Applicant/ Representative: Jarod Stubbs, PE, Kimley Horn & Associates, Inc.

The Planning and Zoning Board, at its regular scheduled meeting on April 17, 2026, reviewed the above-referenced request for Conditional Use and Site Plan approval.

Following review and discussion, the Planning and Zoning Board voted 5-to-2 to recommend approval on the following requests on an overall 2.1± acres of property, located on the west side of South Babcock Street, south of NASA Boulevard and north of Hibiscus Boulevard.

- **Conditional Use Request** – to construct a convenience store with gas pumps in a C-P (Commercial Parkway) zoning district; and
- **Site Plan Approval Request** – to redevelop the property with a 5,200±-square foot convenience store with 14 fueling stations.

These actions were based on a three-sheet plan by Jarod Stubbs, P.E., Kimley Horn and Associates Inc, of Daytona Beach, Florida, Project Number 149880155, with a signed and sealed date of March 12, 2026, and including the findings and conditions identified below:

Findings for Conditional Use

1. While the proposal is consistent with Policy 1.2.1 of the Future Land Use Element, it does not approach the maximum development potential of the site. The subject property is designated as Mixed Use on the City's Future Land Use Map and is located within the Midtown Activity Center. The City's Comprehensive Plan encourages infill development and redevelopment within the Mixed Use Future Land Use classification. Future Land Use Element Policy 1.2.1 identifies the maximum density and intensity for the various land

use classifications. The maximum FAR allowed for this property in the Midtown Activity Center (designated as Mixed Use) is 2.0 and the maximum residential density is 30 units per acre. The subject proposal indicates a .057 FAR for the site. The applicant has the ability to construct a more dense and more urban type mixed use development on the subject property.

2. While the proposal is located in a Mobility District and does not result in an unacceptable LOS for Babcock Street, the project does not fully implement Transportation Element Policy 1.3.4 which states the City shall require that new development be compatible with, and further, the Goals, Objectives and Policies of the Transportation Element. Requirements for the compatibility of new development may include, but are not limited to locating parking to the side or behind the development to provide pedestrian accessibility of building entrances and walkways to the street, rather than separating the building from the street by parking and providing clearly delineated pedestrian routes through parking lots to safely accommodate pedestrian and bicycle circulation and to minimize potential bicycle/pedestrian and automobile interaction.
3. While the project is permitted with approval of a Conditional Use and is consistent with the C-P Zoning District, the project does not fully implement Objective 1.11 of the Future Land Use Element which states that the city's urban nodes, including the Midtown Activity Center, shall reflect the need to intensify and consolidate complementary land uses to prevent urban sprawl. The proposed convenience store with gas pumps does not intensify or combine complimentary land uses. The subject proposal indicates a .057 FAR for the site. The applicant has the ability to construct a more urban type mixed use development on the subject property.
4. While the C-P Zoning District is consistent with the property's Mixed Use land use, the development proposal does not fully implement Future Land Use Element Policy 2.1.1 which states the City should ensure the zoning district regulations allow an intensification of buildings within activity centers and mixed-use corridors to achieve appropriate densities and intensities. This property is located within the Midtown Activity Center, which permits up to 30 units per acre and a 2 FAR. The proposed development has a 0.057 FAR.
5. While the proposal is permitted as a Conditional Use in the C-P District, it does not fully comply with Future Land Use Element Objective 2.2 which states that the city will reinforce the city's Activity Center areas, including the Midtown Activity Center, as compact, mixed-use activity centers. The proposed development (a convenience store with gas pumps) does not propose compact, mixed-uses on the subject site.
6. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. The maximum densities/intensities for each category are identified in the Comprehensive Plan. The zoning map

and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The proposed Conditional Use for a convenience store with gas pumps can be considered within the Mixed Use Future Land Use Map category. The convenience store will be located on a commercial site that is zoned C-P. A bank is currently located on this property. This building will be demolished so that the proposed convenience store with gas pumps can be constructed on the subject property. The C-P zoning district permits a variety of commercial uses and a convenience store with gas pumps is a conditional use in this district.

7. The proposal should not change the general character of the area since the proposed convenience store with gas pumps will be located on a site that is used for commercial purposes. However, the subject development does not include a mix of uses which is permitted in the Midtown Activity Center. A bank structure is currently located on the subject property.
8. Once the conditions for approval are incorporated by the applicant into the Site Plan, the proposal will be partially in compliance with the goals, objectives, and policies from the City's Comprehensive Plan. This proposal is only partially consistent with the policies in the Future Land Use Element since it proposes development that does not propose compact, mixed-uses on the subject site.
9. The Conditional Use must meet the requirements of City Code (Appendix B, Article IX, Section 5), and therefore will not have a detrimental effect on the surrounding area, public facilities, and private, commercial and/or service facilities available within the area. More specifically, the proposed changes should not cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments:
 - a. The appearance and function of the neighborhood will not be significantly lessened due to the proposed Conditional Use since the subject site is currently used for commercial purposes. A 7,325±-square foot, bank building constructed in 1974 is already located on the subject site. This building will be demolished in conjunction with the development of the proposed convenience store with gas pumps facility. However, the subject development does not include a mixed use component which is permitted in the Midtown Activity Center.
 - b. The application does not appear to impact the preservation of any city, state or federally designated historic, scenic, archaeological, or cultural resources.

- c. The 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. The subject site is presently used for commercial purposes. New parking, landscaping, and stormwater retention features for the proposed convenience store with gas pumps will be constructed on the subject property.
 - 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 proposed convenience store will be located on a commercial property that is adjacent to an arterial roadway.
10. Adequate transportation facilities are in place to serve the subject property. The site has direct access to Babcock Street. Babcock Street is a north-south arterial roadway that connects the eastern part of the City to U.S. Highway 1 and SR 507. Average daily traffic counts exceed 26,150 automobile trips in this area (2024).
 11. The proposed Conditional Use is in compliance with the standards outlined in City Code, Part III, Land Development Regulations, Appendix B, Article V, Section 2 (use and dimensional standards table) and Appendix B, Article IX, Section 5 (Conditional Uses). A convenience store with gas pumps is a conditional use in the C-P district. The C-P zoning is consistent with the property's Mixed Use land use designation.
 12. The proposal will not have any adverse impact on the public health, safety, welfare, economic order, or aesthetics of the city since the proposed development is permitted with a Conditional Use in a C-P zoning district. The subject site is also located in an area of commercial land uses and zoning patterns.

Findings for the Site Plan

1. Per the Comprehensive Plan, the Zoning Map and Land Development Regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The applicant has submitted a site plan that meets the requirements of City Code.
2. The proposed lot coverage, building setbacks, off-street parking requirements, retention and landscape areas, and other performance standards for this use meet the requirements of the City of Melbourne Zoning Code and Land

Development Code, as depicted on the site plan, and the proposed commercial use is compatible with adjacent uses in the area.

3. The zoning for the property is C-P, which permits the consideration of commercial projects and a convenience store with gas pumps is a conditional use in this zoning district. The C-P zoning district is intended to apply to areas located adjacent to a main highway. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the city. Approval of the site plan is contingent upon endorsement of the requested conditional use.
4. The proposal is specifically consistent with Goal 1 of the Future Land Use Element. The purpose stated in this Goal is to meet the needs of population growth through public and private development and redevelopment, and through the appropriate distribution, location, and extent of land use, consistent with adequate levels of service, efficient use of facilities, and protection of natural resources and environmental lands. The proposal is located in a C-P Zoning District and is compatible with land use and development patterns in the neighboring area.
5. The proposed use provides the minimum off-street parking area required for the type of use, and shall provide the amount of space needed for the proper and safe loading and unloading of vehicles.
6. The applicant shall demonstrate, prior to construction plan approval, the financial and technical capacity to complete any improvements and the mitigation necessitated by the development as proposed, and has made adequate legal provision to guarantee the provision of such improvements and mitigation.
7. The proposed project has been evaluated for water and sewer capacity being available for the proposed project. The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site.
8. The proposed project has been evaluated for consistency with the City's mobility standards. Transportation Element Objective 3.1 states that the City of Melbourne shall support mobility within five mobility districts throughout the City with strategies that address alternative modes of transportation by providing context-appropriate sidewalks, bikeways, transit facilities, parking management and improvements that will contribute to specific and identified mobility needs within the city.

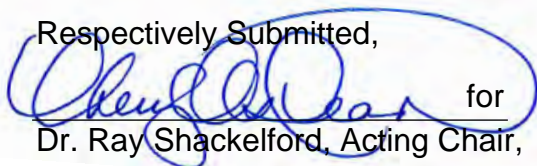
Conditions

- a. The conditional use shall comply with the use standards for a convenience store with gas pumps; and

- b. The conditional use shall be in conformance with the formal site plan (PLAN2024-0016) and associated conditions.
- c. Any change to the Site Plan will require reevaluation by the City Engineering Department and Community Development Department.

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- g. Based upon the proposed canopy height of approximately 18.5 feet tall, the applicant shall provide a minimum of two additional design standards, as identified in Appendix B, Article VI, Section 2(G), convenience stores with gas pumps.
- h. Appropriate environmental permits must be obtained as part of the construction plan review process.

Respectfully Submitted,



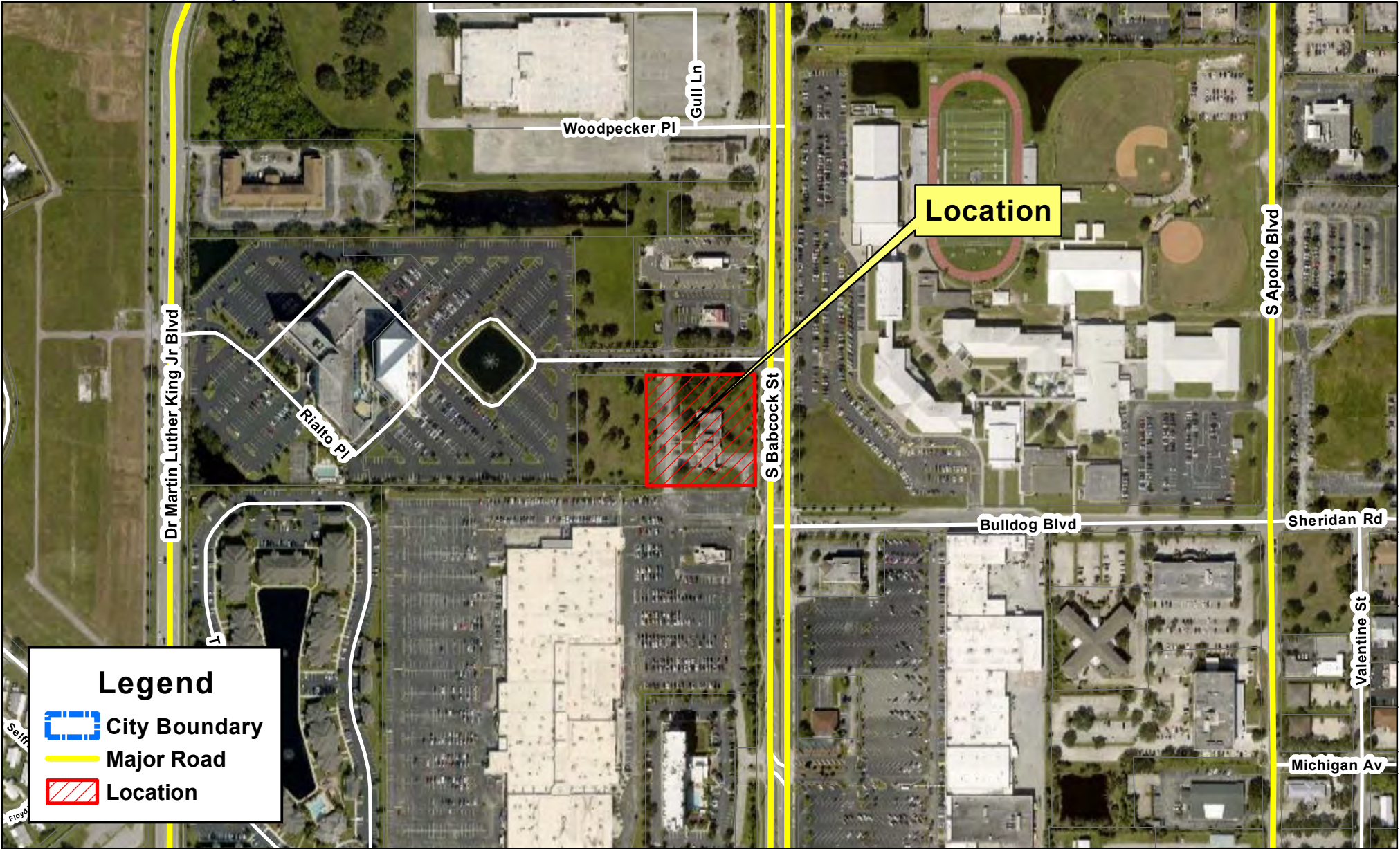
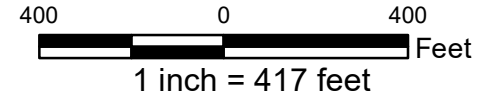
for

Dr. Ray Shackelford, Acting Chair,
Planning and Zoning Board




**CIRCLE K GAS STATION
LOCATION MAP
CU2024-0009 | PLAN2024-0016**



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



Legend

-  City Boundary
-  Major Road
-  Location

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Title: CIRCLE K GAS STATION
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 3/31/2026 4:06:55 PM
Document Name: CIRCLE K LOCATION Map

Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PEDIP&ZBOARD2026\Maps\MXD\CIRCLE K LOCATION Map.mxd

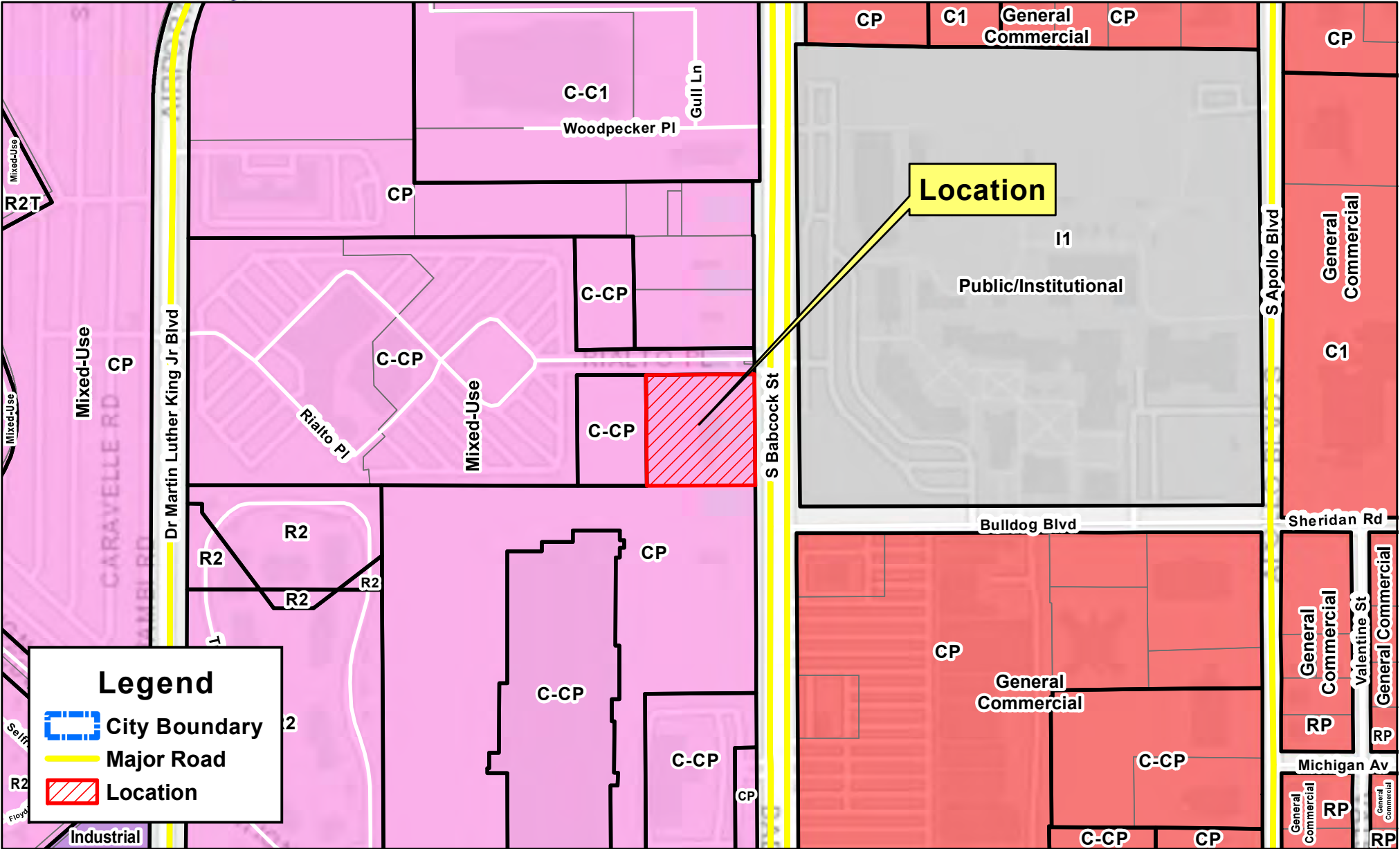
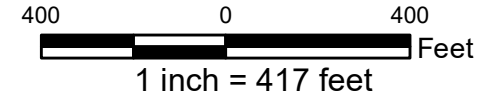
City of Melbourne
Information Technology Department
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Melbourne, FL 32901
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Fax: (321) 608.7719
Email: GIS@mlbfl.org

Item No. C. 12.

**CIRCLE K GAS STATION
FUTURE LAND USE & ZONING MAP
CU2024-0009 | PLAN2024-0016**



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



Legend

- City Boundary
- Major Road
- Location

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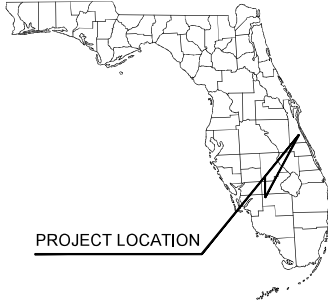
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Author: Olivia Bachtold
Department/Division: Community Development Department
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Item No. C. 12.

Drawing name: K:\DAB\csh\14880155-Circle K - S Babcock St. & Rialto Pl\CADD\SP\PlanSheet\C.D. - COVER.dwg CO. Mar 12, 2026, 9:02am by: Derek Dillingham
 This document, together with the contracts and related instruments thereto, is intended only for the specific purpose and client for which it was prepared. It is not to be used for any other purpose without the prior written authorization and approval by Kimley-Horn and Associates, Inc. and its related entities.

FORMAL SITE PLAN FOR CIRCLE K - S BABCOCK ST & RIALTO PL



1300 S BABCOCK ST
MELBOURNE, FLORIDA
MARCH 12, 2026

BREVARD COUNTY PARCEL ID: 27-37-33-00-756

PROJECT LOCATION



VICINITY MAP

SECTION 33, TOWNSHIP 27S, RANGE 37E

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF A 5,200 SF BUILDING, 7 FUELING POSITIONS, AND ASSOCIATED INFRASTRUCTURE.

LEGAL DESCRIPTION

FROM THE NE CORNER OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 37 EAST, RUN S.00° 18' E., 3581.19 FT.; THENCE S. 89° 42' W., 70.00 FT. TO THE WEST LINE OF BABCOCK ST., AND THE POINT OF BEGINNING, CONTINUE THENCE S. 89° 42' W., 300.00 FT.; THENCE S. 00° 18' E., 310.00 FT.; THENCE N. 89° 42' E., 300.00 FT TO SAID WEST LINE OF BABCOCK ST., THENCE N. 00° 18' W., 310 FT.; TO THE POINT OF BEGINNING, CONTAINING 2.135 ACRES IN BREVARD COUNTY, FLORIDA.

BEING THE SAME PROPERTY CONVEYED TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF OSCEOLA COUNTY, A CORPORATION ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA BY WARRANTY DEED FROM CATMAN INTERNATIONAL TRUST COMPANY LIMITED, AS TRUSTEE UNDER THE KNOTT CHILDREN'S TRUST, A CATMAN ISLANDS, B.W.I., DATED JULY 26, 1973, RECORDED IN BOOK 1364, PAGE 365, RECORDS OF BREVARD COUNTY, FLORIDA.

TRUIST BANK, A NORTH CAROLINA BANKING CORPORATION, ITS SUCCESSOR BY MERGER, BY VIRTUE OF CERTIFICATE OF MERGER DATED AS DECEMBER 7, 2019. TRUIST BANK, FORMERLY KNOWN AS BRANCH BANKING AND TRUST COMPANY, AS SUCCESSOR BY MERGER TO REPUBLIC BANK, AS SUCCESSOR TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF OSCEOLA COUNTY.

PROJECT TEAM

OWNER:

LEMONADE MM MELBOURNE BABCOCK LLC
100 HIGH STREET, SUITE 410
BOSTON, MA 02110
CONTACT: JOSHUA ANDERSON
PHONE: (407) 580-6173
EMAIL: OBERRY@LEMONADEGROUP.COM

LANDSCAPE ARCHITECT:

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6876 MARWICK LN SUITE 350
ORLANDO, FL 32827
CONTACT: MATTHEW FRANKO, PLA
PHONE: (407) 427-1629
EMAIL: MATT.FRANKO@KIMLEY-HORN.COM

DEVELOPER:

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CONTACT: DJANE BERRY
PHONE: (407) 580-6173
EMAIL: DBERRY@KIMSENGROUP.COM

SURVEYOR:

ALTAMAX SURVEYING
910 BELLE AVENUE, SUITE 1100
CASSLEBERRY, FL 32708
CONTACT: JAMES D. BRAY, PSM
PHONE: (407) 677-0200
EMAIL: JAMES@ALTAMAXSURVEYING.COM

CIVIL ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
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DAYTONA BEACH, FL 32117
CONTACT: JAROD STUBBS, P.E.
PHONE: (386) 258-1511
EMAIL: JAROD.STUBBS@KIMLEY-HORN.COM

ARCHITECT:

ROC COLLABORATIVE
11921 FREEDOM DRIVE, SUITE 1110
RESTON, VA 20190
CONTACT: MEGAN LARGENT
PHONE: (703) 668-0086
FAX: (703) 668-0085

UTILITY PROVIDERS

WATER & SEWER:

CITY OF MELBOURNE
2885 HARPER ROAD
MELBOURNE, FL 32904
CONTACT: JOSE ROSADO
PHONE: (321) 668-5100

CABLE/TELEPHONE:

CHARTER COMMUNICATIONS
4145 S FALKENBURG RD, SUITE 4
RIVERVIEW, FL 33578
CONTACT: JERROLD KAISER
PHONE: (321) 338-1928

POWER:

FLORIDA POWER & LIGHT
4215 UP THE GROVE LN
ENH/WPS BLDG 8
WEST PALM BEACH, FL 33407
CONTACT: JOEL BRAY
PHONE: (386) 586-6403

GAS:

FLORIDA CITY GAS
4180 US-1
ROCKLEDGE, FLORIDA 32955
CONTACT: MICHAEL BRAD
PHONE: (321) 213-6253

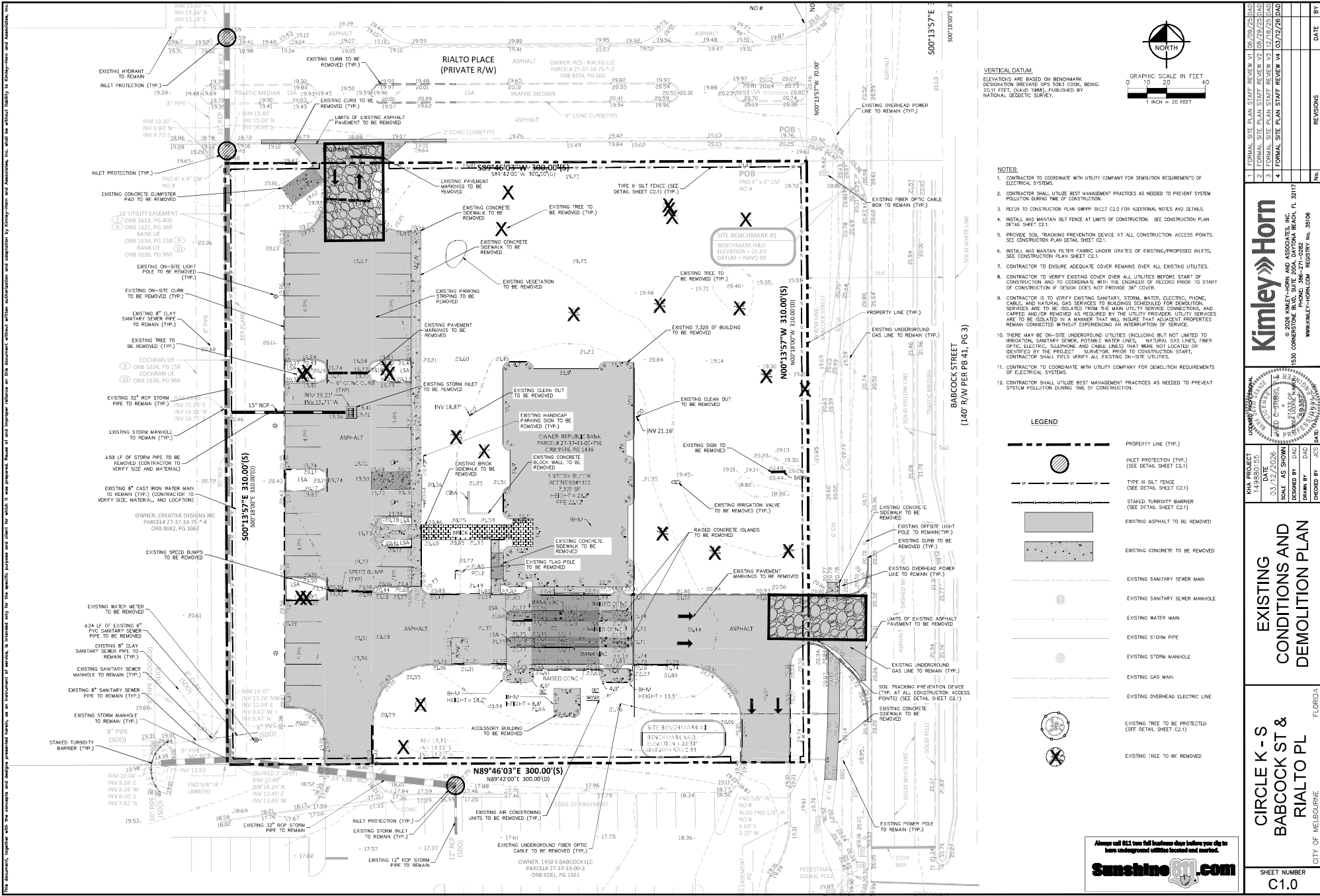
PREPARED BY
Kimley»Horn

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1530 CORNERSTONE BLVD, SUITE 200, DAYTONA BEACH, FL 32117
PHONE: 386-271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

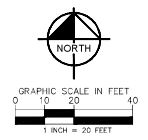


JAROD C. STUBBS, P.E.
FL. P.E. # 69387
03/12/2026

CIRCLE K - S BABCOCK ST & RIALTO PL
 ENGINEER'S PROJECT No. 149890155
 DATE: 03/12/2026
 DRAWN BY: JAROD STUBBS
 CHECKED BY: JAROD STUBBS
 APPROVED BY: JAROD STUBBS



VERTICAL DATUM
 ELEVATIONS ARE BASED ON BENCHMARK DESIGNATION BRVAD GPS 2033 COOK, BEING 20.11 FEET (NAVD 1983), PUBLISHED BY NATIONAL GEODETIC SURVEY.



- NOTES**
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR DEMOLITION REQUIREMENTS OF ELECTRICAL SYSTEMS.
 - CONTRACTOR SHALL UTILIZE BEST MANAGEMENT PRACTICES AS NEEDED TO PREVENT SYSTEM POLLUTION DURING TIME OF CONSTRUCTION.
 - REFER TO CONSTRUCTION PLAN SWPPY SHEET C2.0 FOR ADDITIONAL NOTES AND DETAILS.
 - INSTALL AND MAINTAIN SILT FENCE AT LIMITS OF CONSTRUCTION. SEE CONSTRUCTION PLAN DETAIL SHEET C2.1.
 - PROVIDE SOIL TRACKING PREVENTION DEVICE AT ALL CONSTRUCTION ACCESS POINTS. SEE CONSTRUCTION PLAN SHEET C2.1.
 - INSTALL AND MAINTAIN FILTER FABRIC UNDER GRATES OF EXISTING/PROPOSED INLETS. SEE CONSTRUCTION PLAN SHEET C2.1.
 - CONTRACTOR TO ENSURE ADEQUATE COVER REMAINS OVER ALL EXISTING UTILITIES.
 - CONTRACTOR TO VERIFY EXISTING COVER OVER ALL UTILITIES BEFORE START OF CONSTRUCTION AND TO COORDINATE WITH THE ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION IF DESIGN DOES NOT PROVIDE 'X' COVER.
 - CONTRACTOR IS TO VERIFY EXISTING SANITARY, STORM, WATER, ELECTRIC, PHONE, CABLE, AND NATURAL GAS SERVICES TO BUILDINGS SCHEDULED FOR DEMOLITION. SERVICES ARE TO BE ISOLATED FROM THE MAIN UTILITY SERVICE CONNECTIONS, AND CAPPED AND/OR REMOVED AS REQUIRED BY THE UTILITY PROVIDER. UTILITY SERVICES ARE TO BE ISOLATED IN A MANNER THAT WILL INSURE THAT ADJACENT PROPERTIES REMAIN CONNECTED WITHOUT EXPERIENCING AN INTERRUPTION OF SERVICE.
 - THERE MAY BE ON-SITE UNDERGROUND UTILITIES (INCLUDING BUT NOT LIMITED TO IRRIGATION, SANITARY SEWER, POTABLE WATER LINES, NATURAL GAS LINES, TELEPHONE, ELECTRIC, TELEPHONE AND CABLE LINES) THAT WERE NOT LOCATED OR IDENTIFIED BY THE PROJECT. SURVEYOR PRIOR TO CONSTRUCTION START, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ON-SITE UTILITIES.
 - CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR DEMOLITION REQUIREMENTS OF ELECTRICAL SYSTEMS.
 - CONTRACTOR SHALL UTILIZE BEST MANAGEMENT PRACTICES AS NEEDED TO PREVENT SYSTEM POLLUTION DURING TIME OF CONSTRUCTION.

LEGEND

- INLET PROTECTION (TYP.) (SEE DETAIL SHEET C2.1)
- TYPE II SILT FENCE (TYP.) (SEE DETAIL SHEET C2.1)
- STAKED TURBIDITY BARRIER (SEE DETAIL SHEET C2.1)
- EXISTING ASPHALT TO BE REMOVED
- EXISTING CONCRETE TO BE REMOVED
- EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MANHOLE
- EXISTING WATER MAIN
- EXISTING STORM PIPE
- EXISTING STORM MANHOLE
- EXISTING GAS MAIN
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING TREE TO BE PROTECTED (OFF DETAIL SHEET C2.1)
- EXISTING TREE TO BE REMOVED



No.	DATE	REVISIONS
1	08/09/25	FINAL SITE PLAN STAFF REVIEW W/
2	08/29/25	FINAL SITE PLAN STAFF REVIEW W/
3	07/23/25	FINAL SITE PLAN STAFF REVIEW W/
4	05/12/25	FINAL SITE PLAN STAFF REVIEW W/

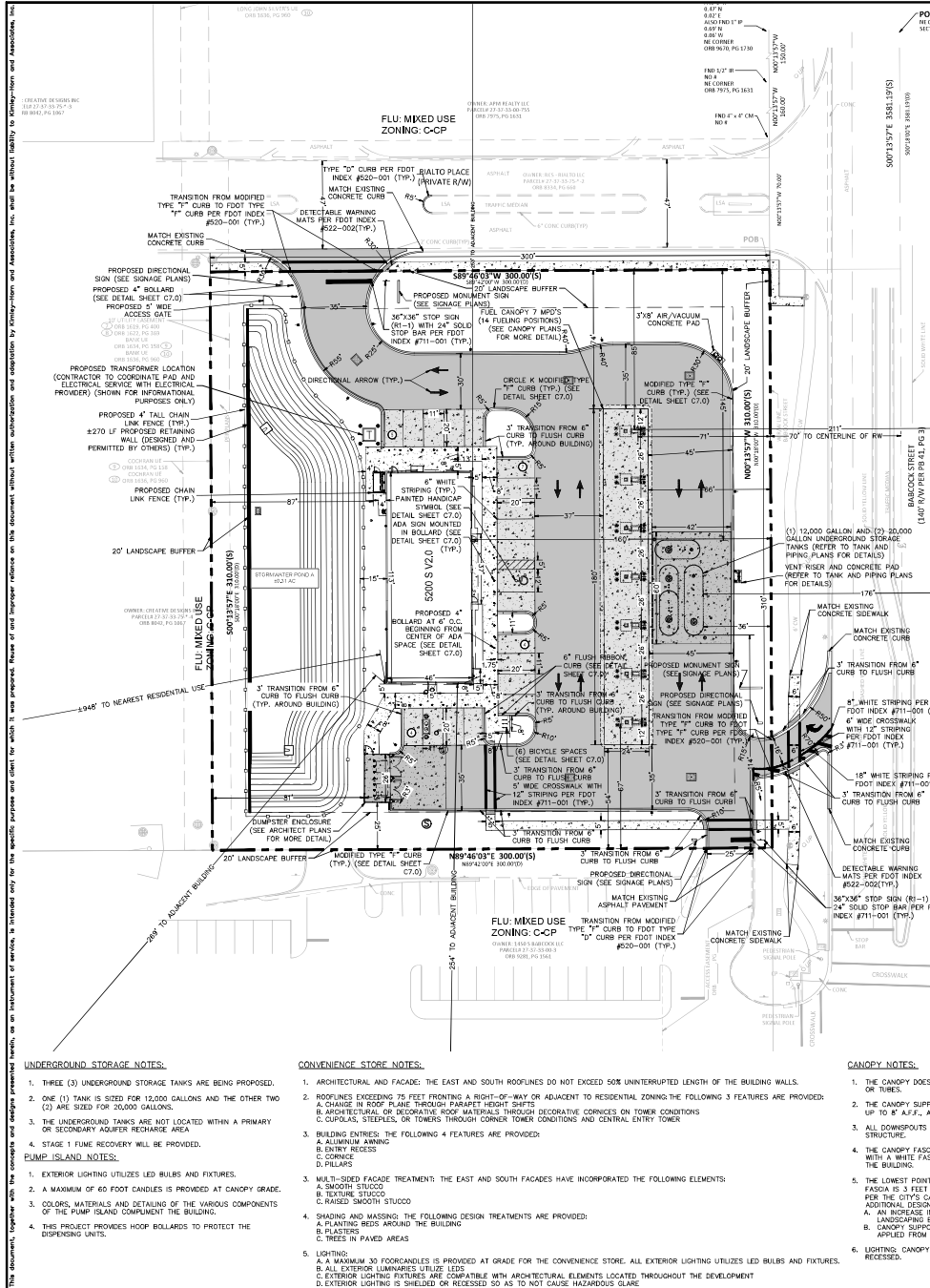
Kimley-Horn
 CONSULTING ENGINEERS
 1530 CORNSTONE BLVD., SUITE 200A, DAYTONA BEACH, FL 32117
 WWW.KIMLEY-HORN.COM REGISTERED NO. 35006

Professional Engineer Seal
 License No. 12599
 State of Florida
 Date: 03/12/2026
 Scale: AS SHOWN
 Drawn By: JAC
 Checked By: JCS

EXISTING CONDITIONS AND DEMOLITION PLAN

CIRCLE K-S
BABCOCK ST & RIALTO PL
 CITY OF MELBOURNE, FLORIDA

SHEET NUMBER
C1.0



GENERAL STATEMENT:
 THIS 12.0 ACRE PROPERTY IS CURRENTLY DEVELOPED AS A FINANCIAL INSTITUTION. THE DEVELOPMENT OF THIS SITE WILL INCLUDE THE CONSTRUCTION OF A 87,325 SQUARE FOOT BUILDING AND ASSOCIATED IMPROVEMENTS FOR THE DEVELOPMENT OF A NEW 5,000 SF CONVENIENCE STORE WITH 14 PUMPING POSITIONS AND ACCESSORY USES INCLUDING AIR COMPRESSION, VACUUM, OUTDOOR STORAGE OF ICE, AND ACCESSORY PROPANE EXCHANGE TANKS. THE HOURS OF OPERATION WILL BE 24 HOURS A DAY, 7 DAYS A WEEK. THE USE OF THE PROPOSED SITE CONFORMS TO THE PERMITTED USES LISTED IN APPENDIX B, ARTICLE VI, SECTION 2. THE PROPOSED SITE WILL INCLUDE 1 CROSS ACCESS CONNECTION TO THE SOUTH OF THE SITE, ONE ACCESS ON BARBOCK ST., ONE ACCESS ON BARBOCK STREET, UNDERGROUND TANKS, AND A DUMPSTER ENCLOSURE.

SITE DATA:
 PROJECT NAME: CIRCLE K - S BARBOCK ST & RIALTO PL
 PROPERTY OWNERSHIP: LEMONADE MM MELBOURNE BARBOCK LLC
 ADDRESS: 1300 S BARBOCK ST MELBOURNE, FL 32901
 TAX ACCOUNT: 2729493
 PARCEL ID'S: 27-37-33-0-756
 JURISDICTION: CITY OF MELBOURNE
 AREA: 12.0 ACRES (51,498 SF)
 REQUIRED CODE: CITY OF MELBOURNE CODE OF ORDINANCES
 ZONING: CP (COMMERCIAL PARKWAY DISTRICT)
 FUI: MIXED-USE
 PROPOSED USE: COMMERCIAL
 MAX BUILDING HEIGHT: 30 FT
 PROPOSED BUILDING HEIGHT: 23 FT
 MAX FAR: 2.0
 PROPOSED FAR: 5,200/91,476(5.687)
 MINIMUM LOT SIZE: 91,476 SF
 PROPOSED LOT SIZE: 5,200 SF (0.12 AC) (5,719)
 MINIMUM BUILDING SIZE: 500 SF
 PROPOSED BUILDING SIZE: 5,200 SF
 EXISTING INTERFEROUS AREA: 37,784 SF
 BUILDING AREA: 7,325 SF (0.17 AC) (8,016)
 ASPHALT/CONCRETE AREA: 30,459 SF (0.70 AC) (33,500)
 PROPOSED INTERFEROUS AREA: 5,200 SF (0.12 AC) (5,719)
 ASPHALT/CONCRETE AREA: 47,871 SF (1.10 AC) (52,386)
 TOTAL INTERFEROUS AREA: 53,571 SF (1.22 AC) (58,095)
 BUILDING SETBACKS: PROVIDED
 FRONT (EAST): 50 FT 66 FT
 SIDE (NORTH): 40 FT 74 FT
 SIDE (SOUTH): 25 FT 54 FT
 REAR (WEST): 30 FT 93 FT
 DISPENSER SETBACKS: REQUIRED PROVIDED
 FRONT (EAST): 50 FT 71 FT
 SIDE (NORTH): 50 FT 85 FT
 SIDE (SOUTH): 50 FT 66 FT
 REAR (WEST): 50 FT 222 FT
 SCHOOL (EAST): 100 FT 211 FT
 TANK SETBACKS: REQUIRED PROVIDED
 FRONT (EAST): 50 FT 36 FT
 SIDE (NORTH): 50 FT 145 FT
 SIDE (SOUTH): 50 FT 114 FT
 REAR (WEST): 50 FT 252 FT
 SCHOOL (EAST): 100 FT 176 FT
 LANDSCAPE SETBACKS: REQUIRED PROVIDED
 FRONT (EAST): 30 FT 20 FT
 SIDE (NORTH): 30 FT 20 FT
 SIDE (SOUTH): 30 FT 20 FT
 REAR (WEST): 30 FT 20 FT
 PARKING REQUIRED: 18
 1 SPACE / 300 SF OF GFA
 CONVENIENCE STORE: 2
 EXPLODIVE SPACES: 2
 TOTAL REQUIRED PARKING: 20
 PARKING PROVIDED:
 PROPOSED HANDICAP SPACES (12%*20): 19
 PROPOSED REGULAR SPACES (11%*20): 19
 PROPOSED ON-SITE SPACES: 20
 BICYCLE PARKING:
 PROVIDED SPACES: 6

NOTES:
 1. ALL CURB DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
 3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
 4. REFER TO SIGNAGE PLANS FOR MONUMENT SIGN DETAILS.
 5. SEE MEP PLANS FOR ELECTRICAL DRAWINGS.
 6. ALL PROPOSED ON-SITE STRIPING AND PAVEMENT MARKING WILL BE PAINTED UNLESS OTHERWISE NOTED AND IN ACCORDANCE WITH FOOT INDEX #711-001.
 7. REFER TO ARCHITECTURAL PLANS FOR PROPOSED TRASH CAN LOCATIONS AND DESIGN.
 8. BOLLARDS IN SIDEWALK ADJACENT TO BUILDING SHALL BE COVERED WITH RED PLASTIC COVERS TO BE SUPPLIED BY CONTRACTOR.
 9. BOLLARDS UNDER CANOPY SHALL BE COVERED WITH GRAY PLASTIC COVERS TO BE SUPPLIED BY CONTRACTOR (SEE FUEL PUMP DESIGNER PLANS FOR MORE DETAILS).
 10. REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING AND ELECTRICAL PLANS.
 11. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL MEET MUTED AND FOOT STANDARDS.
 12. ALL CURB RAMPS ARE "CR-E" (PER FOOT INDEX #520-001) UNLESS OTHERWISE NOTED.

LEGEND
 - - - - - PROPERTY LINE (TYP.)
 - - - - - LANDSCAPE BUFFER (TYP.)
 - - - - - BUILDING SETBACK (TYP.)
 - - - - - PROPOSED ASPHALT PAVEMENT (SEE DETAIL SHEET C7.0)
 - - - - - PROPOSED CONCRETE SIDEWALK (SEE DETAIL SHEET C7.0)
 - - - - - PROPOSED MEDIUM DUTY CONCRETE (SEE DETAIL SHEET C7.0)
 - - - - - PROPOSED HEAVY DUTY CONCRETE (SEE DETAIL SHEET C7.0)
 ○ ○ ○ ○ ○ PARKING COUNT

CITY OF MELBOURNE NOTES:
 1. STORMWATER SHALL MEET THE APPLICABLE REQUIREMENTS OF CHAPTER 95.
 2. DUMPSTER SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE II. SEPARATE PERMIT IS REQUIRED.
 3. WALLS/FASCIAS SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE II. SEPARATE PERMIT IS REQUIRED.
 4. PARKING SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE V.
 5. LANDSCAPING SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX C, CHAPTER 9, ARTICLE VI.
 6. SIGNS SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER II AND APPENDIX B, ARTICLE VI, SECTION 2(G). SEPARATE PERMIT IS REQUIRED.
 7. THIS DEVELOPMENT SHALL REQUIRE A 2-INCH POTABLE WATER METER AND A 2" POTABLE WATER IRRIGATION METER.
 8. OUTDOOR SPEAKERS WILL NOT BE INSTALLED AND SHALL COMPLY WITH APPENDIX B, ARTICLE VI SECTION 2(G).

UNDERGROUND STORAGE TANKS:
 1. THREE (3) UNDERGROUND STORAGE TANKS ARE BEING PROPOSED.
 2. ONE (1) TANK IS SIZED FOR 12,000 GALLONS AND THE OTHER TWO (2) ARE SIZED FOR 20,000 GALLONS.
 3. THE UNDERGROUND TANKS ARE NOT LOCATED WITHIN A PRIMARY OR SECONDARY ADJUTER RECHARGE AREA.
 4. STAGE 1 FUME RECOVERY WILL BE PROVIDED.

PUMP ISLAND NOTES:
 1. EXTERIOR LIGHTING UTILIZES LED BULBS AND FIXTURES.
 2. A MAXIMUM OF 60 FOOT CANDLES IS PROVIDED AT CANOPY AREA.
 3. COLORS, MATERIALS AND DETAILING OF THE VARIOUS COMPONENTS OF THE PUMP ISLAND COMPFORM THE BUILDING.
 4. THIS PROJECT PROVIDES HOOP BOLLARDS TO PROTECT THE DISPENSING TANKS.

CONVENIENCE STORE NOTES:
 1. ARCHITECTURAL AND FACADE: THE EAST AND SOUTH ROOFLINES DO NOT EXCEED 50% UNINTERRUPTED LENGTH OF THE BUILDING WALLS.
 2. ROOFLINES EXCEEDING 75 FEET FRONTING A RIGHT-OF-WAY OR ADJACENT TO RESIDENTIAL ZONING THE FOLLOWING 3 FEATURES ARE PROVIDED:
 A. ARCHITECTURAL OR DECORATIVE ROOF MATERIALS THROUGHOUT THE BUILDING.
 B. ARCHITECTURAL OR DECORATIVE ROOF MATERIALS THROUGHOUT THE BUILDING.
 C. SPOLAS, STEEPLES, OR TOWERS THROUGHOUT THE BUILDING.
 3. BUILDING ENTRIES: THE FOLLOWING 4 FEATURES ARE PROVIDED:
 A. ALUMINUM AWNING
 B. TEXTURE STUCCO
 C. RAISED SMOOTH STUCCO
 D. PLASTER
 4. SHADING AND MASSING: THE FOLLOWING DESIGN TREATMENTS ARE PROVIDED:
 A. PLANTING BEDS AROUND THE BUILDING
 B. PLASTER
 C. TREES IN PAVED AREAS
 5. LIGHTING:
 A. A MAXIMUM 30 FOOT CANDLES IS PROVIDED AT GRADE FOR THE CONVENIENCE STORE. ALL EXTERIOR LIGHTING UTILIZES LED BULBS AND FIXTURES.
 B. ALL EXTERIOR LUMINAIRES UTILIZE LEDS
 C. EXTERIOR LIGHTING FIXTURES ARE COMPATIBLE WITH ARCHITECTURAL ELEMENTS LOCATED THROUGHOUT THE DEVELOPMENT
 D. EXTERIOR LIGHTING IS SHIELDED OR REDUCED SO AS TO NOT CAUSE HAZARDOUS GLARE.

CANOPY NOTES:
 1. THE CANOPY DOES NOT INCORPORATE EXPOSED LIGHTED BANDS OR FIXTURES.
 2. THE CANOPY SUPPORTS ARE CLAD WITH STONE AND STUCCO UP TO 8" A.F.F., A TOTAL OF 20% OF THE COLUMN.
 3. ALL DOWNPOUTS ARE INTEGRATED INTO THE CANOPY STRUCTURE.
 4. THE CANOPY FASIA COMPLIMENTS THE BUILDING ARCHITECTURE WITH A WHITE FASIA BOARD AND COLORS THAT COMPLIMENT THE BUILDING.
 5. THE LOWEST POINT OF THE CANOPY FASIA IS 15.5' FT. THE FASIA IS 3 FEET IN HEIGHT FOR AN OVERALL HEIGHT OF 18.5'.
 6. THE CANOPY HEIGHT TABLE, THE FOLLOWING ADDITIONAL DESIGN ELEMENTS WILL BE IMPLEMENTED:
 A. AN INDICATING TREES AND INDOOR RECREATION USE AREA LANDSCAPING BY 10% OF THE TOTAL REQUIRED AMOUNT.
 B. CANOPY SUPPORTS ARE CLAD 100% OF MATERIALS DIRECTLY APPLIED FROM THE BUILDING.
 6. LIGHTING: CANOPY LIGHTING SHALL BE SHIELDED, COVERED OR RECESSED.

FORMAL SITE PLAN
CIRCLE K-S
BABCOCK ST & RIALTO PL
 CITY OF MELBOURNE, FLORIDA

REVISIONS

No.	DATE	REVISIONS
1	08/09/25	FORMAL SITE PLAN STAFF REVIEW V1
2	08/29/25	FORMAL SITE PLAN STAFF REVIEW V2
3	07/19/25	FORMAL SITE PLAN STAFF REVIEW V3
4	05/12/25	FORMAL SITE PLAN STAFF REVIEW V4

DATE: 03/12/2026
SCALE: AS SHOWN
DESIGNED BY: LAL
DRAWN BY: JCS
CHECKED BY: JCS

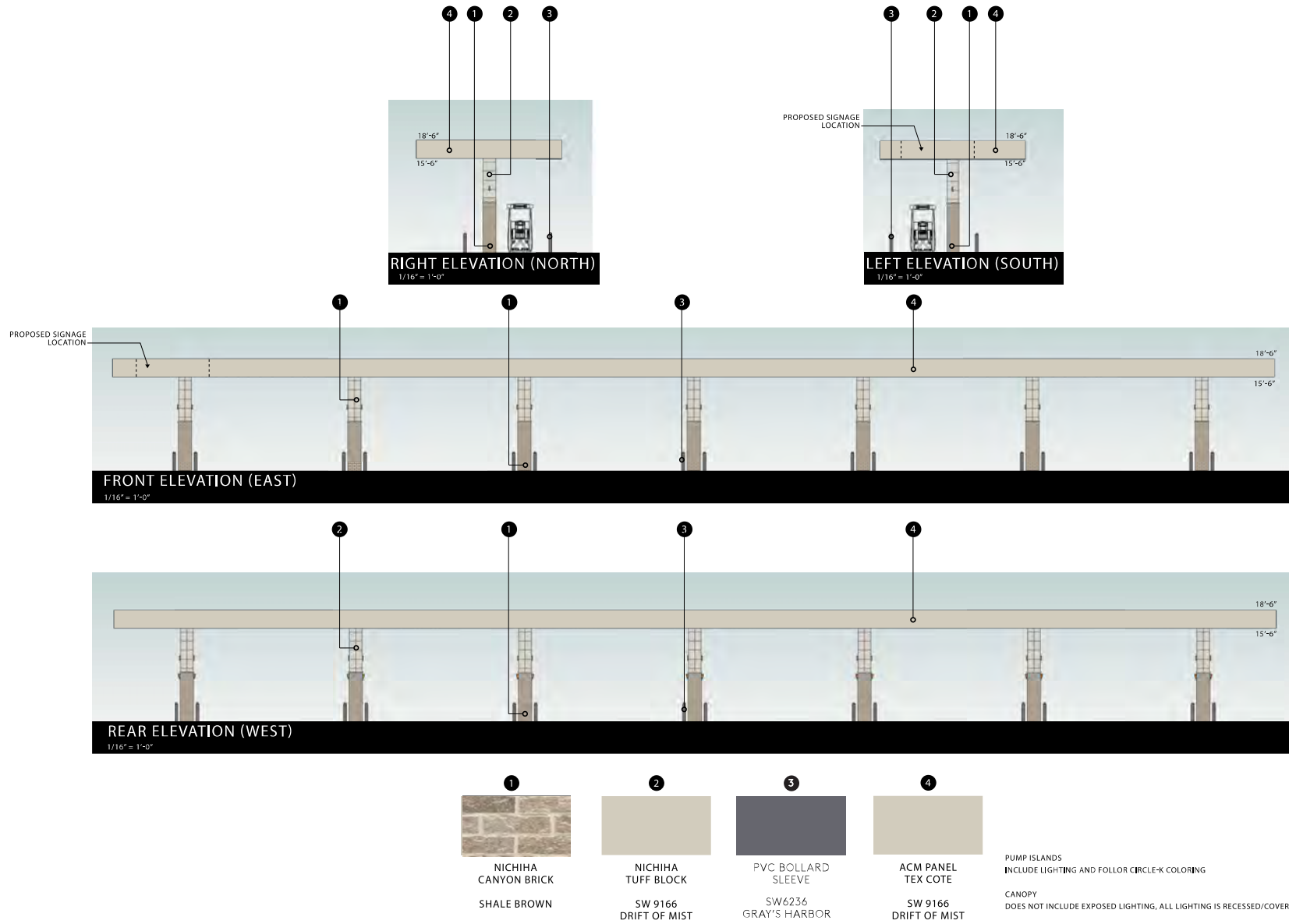
LEGEND
 KHA PROJECT: 25-000000-001
 DATE: 03/12/2026
 SCALE: AS SHOWN
 DESIGNED BY: LAL
 DRAWN BY: JCS
 CHECKED BY: JCS

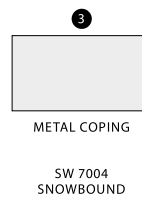
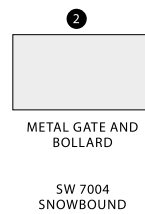
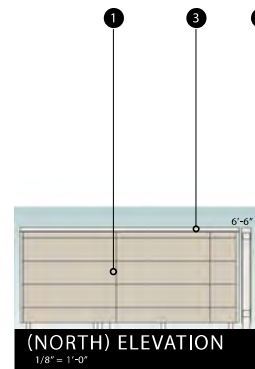
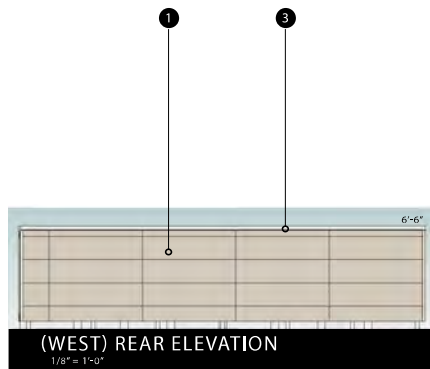
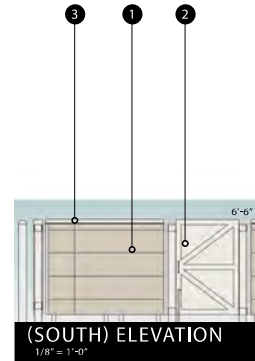
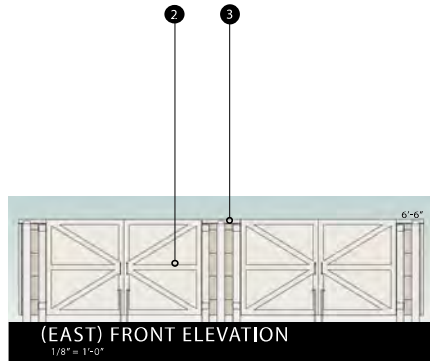
SUNSHINE 311.COM
 Always call 311 first for fast service before you call to have underground utilities located and marked.

REVISIONS

No.	DATE	REVISIONS

SHEET NUMBER
C2.0







REPRESENTATION ONLY, NOT FOR CONSTRUCTION: ALL IMAGES SHOWN ARE A REPRESENTATION OF THE DESIGN INTENT AND MAY NOT PROTRAY THE EXACT SCALE, COLOR, MATERIALS OR CONSTRUCTION THAT COULD OCCUR DUE TO MATERIAL AVAILABILITY AND FINAL ARCHITECTURAL MODIFICATIONS



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ORDINANCE NO. 2026-21

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120, BY GRANTING A CONDITIONAL USE TO ALLOW FOR A CONVENIENCE STORE WITH GAS PUMPS ON A 2.1±-ACRE PROPERTY ZONED C-P (COMMERCIAL PARKWAY), LOCATED ON THE WEST SIDE OF SOUTH BABCOCK STREET, SOUTH OF NASA BOULEVARD AND NORTH OF HIBISCUS BOULEVARD (1300 SOUTH BABCOCK STREET); PROVIDING FOR SITE PLAN APPROVAL; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING THAT THE CONDITIONAL USE GRANTED HEREIN MAY BE REVOKED BY CITY COUNCIL IF THE CONDITIONS OF APPROVAL ARE NOT MET; PROVIDING THAT THE PROPERTY SHALL BE DESIGNATED ON THE OFFICIAL ZONING MAP BY THE SYMBOLS C-C-P; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (CU2024-0009/PLAN2024-0016)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by granting a conditional use to allow for a convenience store with gas pumps on a 2.1±-acre property zoned C-P (Commercial Parkway), located on the west side of South Babcock Street, south of NASA Boulevard and north of Hibiscus Boulevard (1300 South Babcock Street). The property is described as:

FROM THE NE CORNER OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 37 EAST, RUN S. 00°18' E., 3581.19 FT.; THENCE S. 89°42' W., 70.00 FT. TO THE WEST LINE OF BABCOCK ST. AND THE POINT OF BEGINNING. CONTINUE THENCE S. 89°42' W., 300.00 FT; THENCE S. 00°18' E., 310.00 FT; THENCE N. 89°42' E., 300.00 FT. TO SAID WEST LINE OF BABCOCK ST., THENCE N. 00°18' W., 310 FT.; TO THE POINT OF BEGINNING. CONTAINING 2.135 ACRES IN BREVARD COUNTY, FLORIDA.

BEING THE SAME PROPERTY CONVEYED TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF OSCEOLA COUNTY, A CORPORATION ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA BY WARRANTY DEED FROM CAYMAN INTERNATIONAL TRUST COMPANY LIMITED, AS TRUSTEE UNDER THE KNOTT CHILDREN'S TRUST, A CAYMAN ISLANDS, B.W.I., DATED JULY 26, 1973, FILED FOR RECORD JULY 27, 1973, RECORDED IN OR BOOK 1364, PAGE 985, RECORDS OF BREVARD COUNTY, FLORIDA.

TRUIST BANK, A NORTH CAROLINA BANKING CORPORATION, ITS SUCCESSOR BY MERGER, BY VIRTUE OF CERTIFICATE OF MERGER DATED AS OF DECEMBER 7, 2019. TRUIST BANK, FORMERLY KNOWN AS BRANCH BANKING AND TRUST COMPANY, AS SUCCESSOR BY MERGER TO REPUBLIC BANK, AS SUCCESSOR TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF OSCEOLA COUNTY.

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

- a. The conditional use shall comply with the use standards for a convenience store with gas pumps.
- b. The conditional use shall be in conformance with the formal site plan (PLAN2024-0016) and associated conditions.

SECTION 3. That PLAN2024-0016 for a site plan comprising of a single-story, 5,200± square foot convenience store with 14 fueling stations, prepared on a three-sheet plan by Jarod Stubbs, P.E., Kimley Horn and Associates, Inc. of Daytona Beach, Florida, Project Number 149880155, with a signed and sealed date of March 12, 2026, is hereby approved subject to the following conditions:

- a. Any change to the Site Plan will require reevaluation by the City Engineering Department and Community Development Department.

Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff and/or the Planning and Zoning Board, Local Planning Agency.
- b. The applicant shall provide the necessary cross access easements from the property owners adjacent to the north (Rialto Place) and south (1450 S Babcock LLC) prior to construction plan approval.
- c. The architectural design proposed for the building, canopy and pump islands shall be substantially consistent with the renderings submitted by the applicant.
- d. The applicant shall coordinate a final landscape plan with City staff, during the construction plan review process.
- e. Based upon the proposed canopy height of approximately 18.5 feet tall, the applicant shall provide a minimum of two additional design standards, as identified in Appendix B, Article VI, Section 2(G), convenience stores with gas pumps.

- f. Appropriate environmental permits must be obtained as part of the construction plan review process.

SECTION 4. That the conditional use granted by this ordinance may be revoked by the City Council if the conditions of approval in Sections 2 and 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-P to indicate that said premises shall be restricted for that particular conditional use along with the uses permitted in the C-C-P (Commercial Parkway) Zoning District.

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

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

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

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2026-21



Melbourne City Council
May 12, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	3
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.13.

Subject:

Jurisdictional Boundaries of the Mayfair Community Development District.

Background/Consideration:

This is the first reading of an ordinance amending City Code, Chapter 20, Article IX, Section 20-289 and Section 20-291, regarding a contraction to the jurisdictional boundaries of the Mayfair Community Development District (CDD). The Mayfair Community Development District is located on the south side of Florida Avenue, west of Lipscomb Street, north of Pirate Lane, and east of South Babcock Street. The subject property has a Mixed Use Future Land Use Map classification with PUD (Planned Unit Development) and C-1 (Neighborhood Commercial) zoning districts, and is located within Council District 3.

City Council approved Ordinance No. 2007-20 in 2007, establishing the Mayfair Community Development District in City Code, Chapter 20, Article IX. The purpose of a Community Development District, or CDD, as authorized by state law, is to finance and construct the infrastructure required by a development project. The Board of Supervisors of the Mayfair Community Development District is now petitioning the City of Melbourne to contract or reduce the area of the CDD to 154.13± acres of land, in compliance with Florida Statutes, Section 190.046. The CDD Board has received the consent of all landowners within the existing boundary of the CDD, which is attached to the Petition.

The proposed amendment to Section 20-289 provides for a new legal description of the Mayfair Community Development District and Section 20-291 provides for an updated drawing of the Mayfair Community Development District area. The Planning and Zoning Board/Local Planning Agency made a Finding of Consistency that the request is consistent with the Comprehensive Plan.

On April 16, 2026, the Planning and Zoning Board voted unanimously to recommend approval of the proposed request.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2026-22 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: Cheryl A. Dean, AICP, Planning Manager
Re: **Finding of Consistency Request (FOC2026-0003) Mayfair
Community Development District Contraction**
Date: April 30, 2026

Owner/Applicant/Representative

- Owners: Melbourne Healthcare Associates, LTD, Southern Homes of Melbourne II, LLC, KL LB BUY 2 LLC, and City of Melbourne
- Applicant: Board of Supervisors, Mayfair Community Development District
- Representative: Ginger Wald, Esquire, Billing Cochran, P.A.

Proposed Action

This is a request to amend City Code, Chapter 20, Article IX, Section 20-289 and Section 20-291, regarding a contraction to the jurisdictional boundaries of the Mayfair Community Development District.

Location

The Mayfair Community Development District is located on the south side of Florida Avenue, west of Lipscomb Street, north of Pirate Lane, and east of South Babcock Street, in Township 28 Range 37, Section 15. The subject area is located within Council District 3.

History

As adopted in City Code, the Mayfair Community Development District comprises 256.715± partially developed acres.

Following is the planning history for the site:

- 1978: City Council approved a rezoning from R-A to PUD on a portion of the property (Z-106/Ordinance No. 1978-11).
- 1978: City Council denied a rezoning from R-A to R-2 on a portion of the property (Z-119).
- 1978: City Council denied a rezoning from R-A to M-1 on a portion of the property (Z-120).

- 1978: City Council approved a rezoning from R-A to PUD on a portion of the property (Z-128/Ordinance No. 1978-56) in conjunction with preliminary development plan approval for Woodthrush PUD (SP-1978-9).
- 1978: City Council approved a rezoning from R-A to C-2 on a portion of the property (Z-129/Ordinance No. 1978-57).
- 1980: City Council approved a rezoning from R-2 to C-1 on a portion of the property (Z-212/Ordinance No. 1980-45).
- 1988: Comprehensive Plan designates property as Commercial/Medium Density Residential) – now classified as Mixed Use.
- 2006: City Council approved a rezoning from C-1 to PUD on 254± acres of the property (Z-2005-1051/Ordinance No. 2006-08) in conjunction with preliminary development plan approval for Mayfair Isles PUD for 1,381 residential units at a density of 5.4± units per acre (SP-2005-06).
- 2007: City Council approved** a preliminary plat for the first four phases of Mayfair Isles PUD development (SD-2006-06A-6D), in conjunction with the establishment of **the Mayfair Community Development District (Ordinance No. 2007-20)** and a Developers Agreement (DA-2007-01).
- 2016: City Council approved a rezoning from PUD to C-1 on 254± acres of the property (Z-2015-1218/Ordinance No. 2016-27) in conjunction with the termination of the Developers agreement (DA-2007-01).
- 2022: City Council approved a preliminary master plat for the property with three future development tracts (PLAT2022-0003).
- 2023: City Council approved a final master plat to create three future development tracts (PLAT2022-0005), recorded in PB73, PG85.
- 2024: City Council approved a rezoning on 128.26± acres from C-1 (Neighborhood Commercial) to PUD (Planned Unit Development) with Preliminary Development Plan approval for a future 536-lot subdivision (MAP2023-0008/Ordinance No. 2024-08; PLAN2023-0016).
- 2024: City Council approved the Preliminary Plat for the Mayfair East Subdivision, a 536-lot subdivision on 128.26± acres (4.17± units per acre) zoned PUD, two future multi-family development tracts (16.43± acres and 14.07± acres), and one future townhome development tract (11.22± acres) all zoned C-1, along with associated subdivision tracts totaling 192.69 acres (PLAT2023-0006).
- 2025: Engineering construction plans for Phase One of the Mayfair East Subdivision are approved (ENGR2024-0028).
- 2024: Final Plat for Mayfair East Phase One is submitted; plans are currently in the review process.
- 2025: City Council approved Subdivision Variances to allow for the issuance of up to 50% of the single-family residential building permits, the club house permit, and the guard house permit, as well as a subdivision variance to permit the developer

to temporarily retain specified tracts until completion and construction and subsequent conveyance to the Mayfair Community Development District (CDD) or other responsible maintenance entity (SDV2025-0001).

2026: Mayfair East Phase One Subdivision was administratively approved and subsequently recorded on March 26, 2026 (PB78, PG77).

The property currently has a Mixed Use Future Land Use Map classification with PUD (Planned Unit Development) and C-1 (Neighborhood Commercial) zoning districts.

Issues and Considerations

In 2007, City Council approved Ordinance No. 2007-20, establishing the Mayfair Community Development District in City Code, Chapter 20, Article IX. The purpose of a Community Development District, or CDD, as authorized by state law, is to finance and construct the infrastructure required by a development project. CDDs are independent units of local government with their own elected governing boards, that have the authority to bond and to tax, typically levying special assessments that are used to fund the construction and maintenance of development project infrastructure (such as water, wastewater, stormwater, and roadways).

The Board of Supervisors of the Mayfair Community Development District is now petitioning the City of Melbourne to contract or reduce the area of the CDD to 154.13± acres of land, in compliance with Florida Statutes, Section 190.046. The CDD Board has received the consent of all landowners within the existing boundary of the CDD, which is attached to the Petition. In addition, the Petition identifies the following reasons to contract the boundaries:

1. The contraction of the CDD will not be inconsistent with any applicable element or portion of the state comprehensive plan or of the effective City of Melbourne comprehensive plan;
2. The area of land comprising the CDD will be of sufficient size, compactness, and contiguity to be developable as one functional interrelated community;
3. The CDD as amended, will continue to present the best alternative available for delivering the community development facilities and services to the area that will be served by the CDD;
4. The community development facilities and services of the CDD will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
5. The area comprising the CDD will be amenable to separate special district government.

Amendments to the City Code (Chapter 20)

The proposed amendment to Section 20-289 provides for a new legal description of the Mayfair Community Development District and Section 20-291 provides for an updated drawing of the Mayfair Community Development District area.

Finding of Consistency

The proposed modifications to amend City Code, Chapter 20, Article IX, Section 20-289 and Section 20-291, regarding a contraction to the jurisdictional boundaries of the Mayfair Community Development District 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 April 16, 2026, the Planning and Zoning Board voted unanimously to recommend approval of the proposed request.

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: Dr. Ray Shackelford, Acting Chair, Planning and Zoning Board
Re: **Finding of Consistency Request (FOC2026-0003) Mayfair Community Development District Contraction**
Date: April 17, 2026
**Applicant/
Representative:** City of Melbourne

The Planning and Zoning Board, at its regular scheduled meeting on April 16, 2026, reviewed the above-referenced request for the Finding of Consistency.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of a Finding of Consistency with the City's Comprehensive Plan for an ordinance, which amends City Code, Chapter 20, Article IX, Section 20-289 and Section 20-291, regarding a contraction to the jurisdictional boundaries of the Mayfair Community Development District, including the findings and conditions identified below:

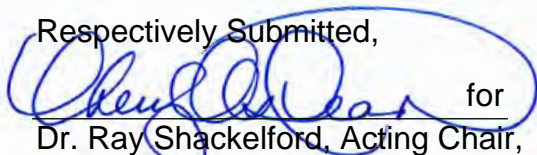
Findings of Consistency for the Proposed Amendment

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 proposed revisions will implement policy language that will contract the area of the Mayfair Community Development District (CDD) to 154.13± acres of land, in compliance with Florida Statutes, Section 190.046.
2. 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 a request by The Board of Supervisors of the Mayfair Community Development District to contract the area of the Mayfair CDD, in compliance with Florida Statutes.
3. The proposal will have no adverse effect on the City's ability to provide adequate public services and facilities. The proposed changes contract the area of the

Mayfair Community Development District. The Board of Supervisors has received the consent of all landowners within the existing boundary of the CDD.

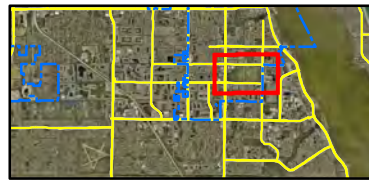
4. The proposed changes will not significantly change the general character of the City, cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments as the revisions reinforce the administration of City Code requirements. Specifically, the proposed modifications address a request by The Board of Supervisors of the Mayfair Community Development District to reduce the area of the Mayfair CDD.
5. The proposed modifications promote the health, safety, education, cultural and economic welfare of the public by addressing a request by The Board of Supervisors of the Mayfair Community Development District. The request is in compliance with Florida Statutes, Section 190.046.

Respectively Submitted,



for
Dr. Ray Shackelford, Acting Chair,
Planning and Zoning Board

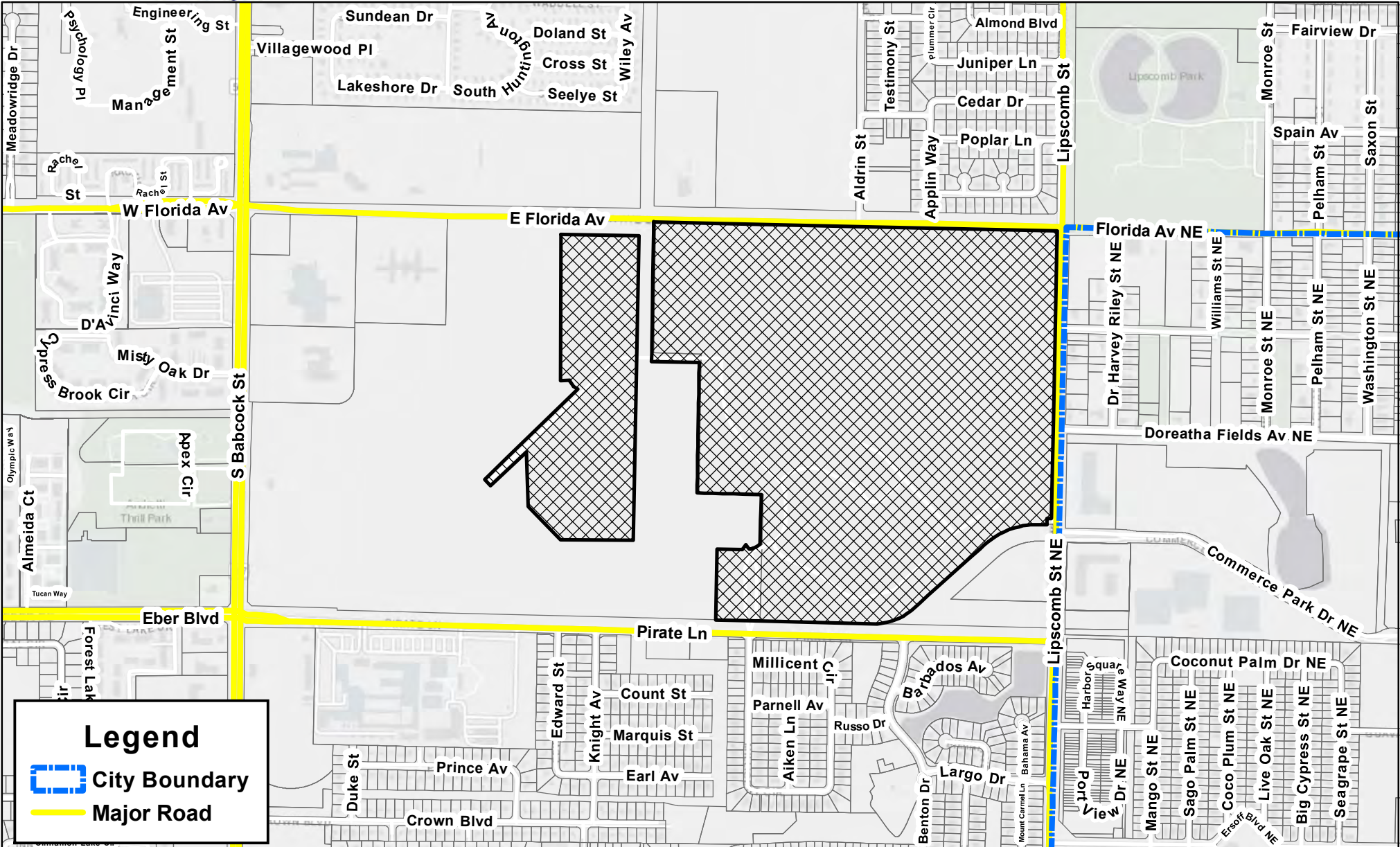
**MAYFAIR COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BOUNDARY MAP
FOC2026-0003**



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



950 0 950
Feet
1 inch = 981 feet



DISCLAIMER: Illustrative purposes only.
No warranties, expressed or implied, are provided for the property records and mapping data herein or for their use or interpretation by the User. The City of Melbourne assumes no liability for any damages, losses, costs or expenses including but not limited to those arising from any User's use of the maps of the property records or mapping data provided herein.

Title: MAYFAIR COMMUNITY DEVELOPMENT DISTRICT
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 4/10/2026 11:36:34 AM
Document Name: CDD LOCATION Map

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

Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PEP&ZBOARD2026\Maps\MXD\CDD LOCATION Map.mxd

Item No. C. 13.

BEFORE THE CITY COUNCIL OF THE CITY OF MELBOURNE, FLORIDA

**IN RE: PETITION PURSUANT TO
SECTION 190.046(1), FLORIDA STATUTES,
TO CONTRACT THE BOUNDARIES
OF MAYFAIR COMMUNITY
DEVELOPMENT DISTRICT**

**PETITION TO CONTRACT THE BOUNDARIES OF MAYFAIR
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors (the "Board") of the Mayfair Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes (the "District"), by Ordinance No. 2007-20 passed and adopted by the City Council of the City of Melbourne, Florida, on April 10, 2007, and located entirely within the City of Melbourne, Florida ("City"), hereby petitions the City Council of the City of Melbourne, Florida ("City Council"), pursuant to Section 190.046(1) of the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (the "Act"), to adopt an amendment to City Ordinance No. 2007-20 to contract the current boundaries of the District and in support thereof, hereby states as follows:

1. History and Basis for Petition. In 2007, the City Council adopted Ordinance No. 2007-20, establishing the District. This Petition requests that the City Commission adopt an ordinance amending the boundaries of the District to remove approximately 102.57 acres of land from the District boundaries ("Contraction Parcel"). The Contraction Parcel will not be a part of the community being developed within the District boundaries, will receive no special benefit from infrastructure improvements that may be funded by the District, and will not be assessed by

the District. There are currently no services that are being provided by the District in the area to be removed from the boundaries of the District. No special assessments are levied against the real property being removed from the boundaries of the District. For these reasons, the Petitioner petitions the City Council to amend the District's boundaries to contract approximately 102.57 acres from the District pursuant to Section 190.046, Florida Statutes.

2. Location and Size. The District is located entirely in the City and presently encompasses approximately 256.7 acres of land, as shown in the attached **Exhibit 1**, a sketch and legal description of the existing CDD boundaries. The metes and bounds description of the Contraction Parcel, consisting of approximately 102.57 acres, is attached hereto as **Exhibit 2**. After contraction, the District will encompass approximately 154.13 acres of land. The metes and bounds description of the proposed amended District boundaries following contraction is attached hereto as **Exhibit 3** (the "Amended District").

3. Landowner Consent. Melbourne Healthcare Associates, LTD., a Georgia limited partnership, Southern Homes of Melbourne II, LLC, a Florida limited liability company (hereinafter collectively referred to as "Landowners") and City of Melbourne (the "City"), are the 100% owners of the lands comprising the Contraction Parcel. Documentation of consent from the Landowners is attached hereto as **Composite Exhibit 4**. The City is not defined as a landowner in section 190.003(14), Florida Statutes and therefore not required to provide an affidavit of consent. Additionally, the City's consent to the contraction of the District will be evidenced by the City Commission's the adoption of the ordinance pursuant to section 190.046(1).

4. District Consent. The favorable action of the Board authorizing the filing of this Petition, as is evidenced by the copy of District Resolution No. 2024-07, amended by Resolution

2026-06, attached hereto as **Composite Exhibit 5**, constitutes consent for all the Landowners within the District pursuant to Section 190.046(1)(g), Florida Statutes.

5. Future Land Uses. The designation of the future general distribution, location, and extent of public and private uses of land proposed for the Contraction Parcel by the future land use plan element of the City of Melbourne comprehensive plan are shown in **Exhibit 6**. Contraction of the District in the manner proposed in this Petition is not inconsistent with the adopted City of Melbourne comprehensive plan. Furthermore, all development within the Contraction Parcel and the Amended District will continue to be subject to the same development regulation, permitting requirements and zoning as administered by the State of Florida and the City following contraction of the District's boundaries.

6. District Facilities and Services; Assessments. No facilities or services are currently being provided by the District to the Contraction Parcel. No special assessments are levied against the Contraction Parcel.

7. Statement of Estimated Regulatory Costs. Attached hereto as **Exhibit 7** is the statement of estimated regulatory costs ("SERC") in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data.

8. This Petition to contract the boundaries of the District should be granted for the following reasons:

a. the contraction of the District boundaries will not be inconsistent with any applicable element or portion of the state comprehensive plan or of the effective City of Melbourne comprehensive plan;

b. the area of land comprising the District will be of sufficient size, compactness, and contiguity to be developable as one functional interrelated community;

c. the District, as amended, will continue to present the best alternative available for delivering the community development facilities and services to the area that will be served by the District;

d. the community development facilities and services of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

e. the area comprising the District will be amenable to separate special district government.

9. That all statements contained within this Petition are true and correct.

WHEREFORE, Petitioner, the Board of Supervisors of the Mayfair Community Development District, hereby respectfully requests the Commission to:

A. Direct its staff to notice, as soon as practicable, a local public non-emergency hearing pursuant to the requirements of Section 190.046(1)(b) of the Act to consider whether to grant the petition for the contraction of the District's boundaries and to amend the Ordinance establishing the District to reflect the new boundaries of the District.

B. Grant this Petition and enact an ordinance pursuant to applicable law amending Ordinance 2007-20 to reflect the new boundaries of the District.

RESPECTFULLY SUBMITTED this 21st day of October, 2024.

**MAYFAIR COMMUNITY
DEVELOPMENT DISTRICT**


By: 
Name: Chris Cutler
Title: Chairperson

EXHIBIT 1

SKETCH AND LEGAL EXISTING DISTRICT BOUNDARIES

EXISTING CDD BOUNDARY

FLORIDA AVENUE

588'53'57"E

3985.00'

POINT OF BEGINNING

NORTHEAST CORNER OF
TRACT A,
MELBOURNE CITY CENTER AT MAYFAIR,
PLAT BOOK 73, PAGES 85-91
BREVARD COUNTY, FLORIDA

**CDD
SUBJECT PARCEL**

256.70± ACRES(M)
256.715± ACRES (PER
OFFICIAL RECORDS
BOOK 5771, PAGE 9940)

SEE SHEET 2

MATCH LINE

TRACT B

TRACT A

2015.03'

LIPSCOMB STREET

LANDS DESCRIBED IN
OFFICIAL RECORDS
BOOK 7764, PAGE 2279

N89°01'41"W

82.62'

R=400.00'
D=42°57'25"
L=299.90'

LANDS DESCRIBED IN
OFFICIAL RECORDS
BOOK 6159, PAGE 1011

R=500.00'
D=6°20'27"
L=55.34'

S48°00'54"W
622.99'

LANDS DESCRIBED IN
OFFICIAL RECORDS
BOOK 7764, PAGE 2283

3708.93'

10' WIDE ROAD RIGHT-OF-WAY
PER O.R.B 7764, PAGE 2283

PIRATE LANE

NOT VALID WITHOUT SHEETS 1-3

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

SKETCH OF DESCRIPTION

1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.

SHEET 1 OF 3

JOB # 48221 EXISTING CDD OVERALL

DATE: 05-02-24
SECTION 15, TOWNSHIP 28S, RANGE 37E

ANDREW W. POWSHOK
P.L.S. No. 5383

3970 MINTON ROAD
WEST MELBOURNE, FL. 32904
(321) 768-8110

SCALE: 1" = 500'

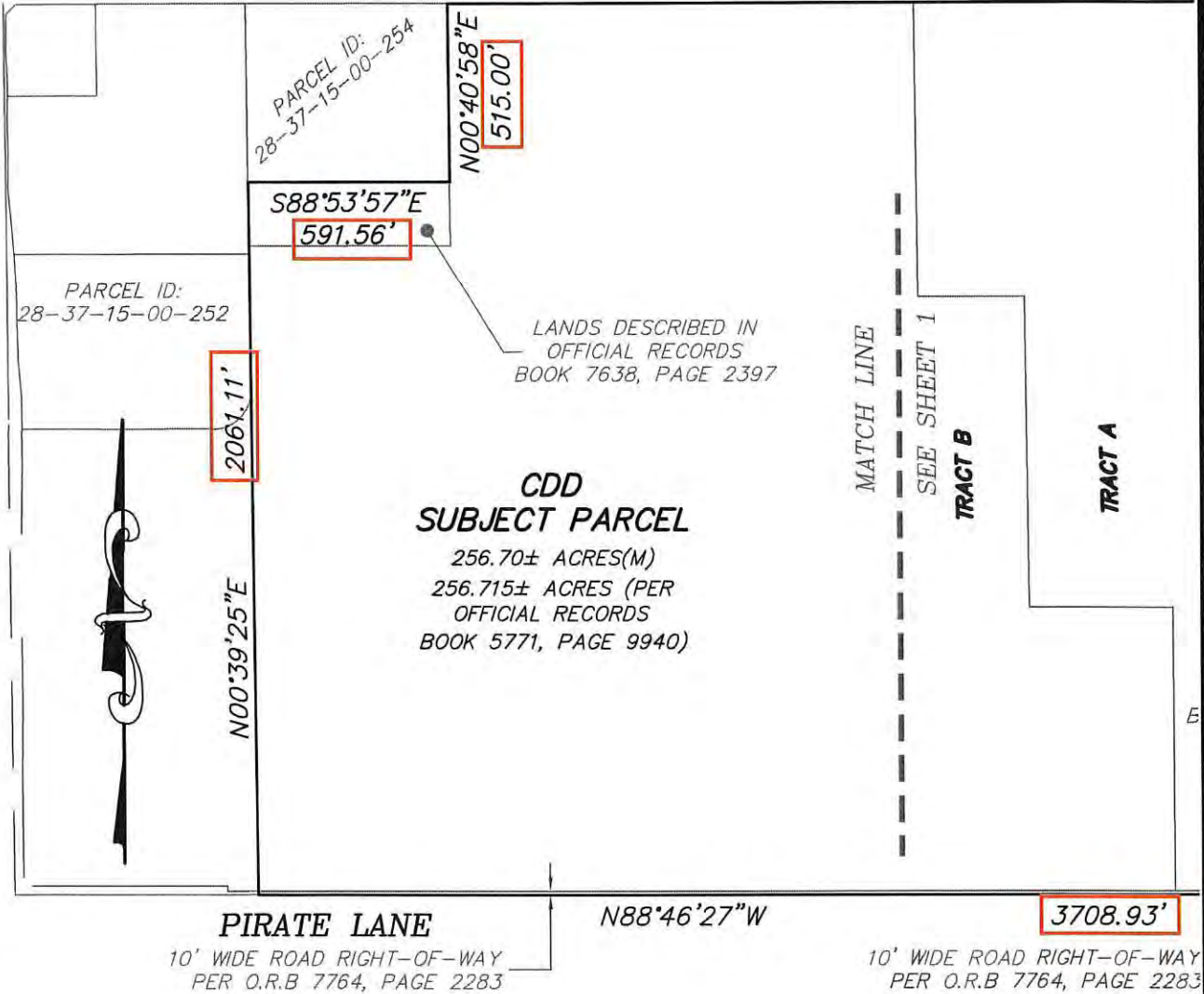


EXISTING CDD BOUNDARY

FLORIDA AVENUE


S88°53'57"E

BABCOCK STREET



SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

<p>SKETCH OF DESCRIPTION</p>	<p>1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. 2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.</p>	<p>SHEET 2 OF 3</p>
<p>JOB # 48221 EXISTING CDD OVERALL DATE: 05-02-24 SECTION 15, TOWNSHIP 28S, RANGE 37E L.B. #6623</p>	<p>NOT VALID WITHOUT SHEETS 1-3</p> <p>3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110</p>	<p>SCALE: 1" = 500'</p>  <p>NORTH</p>

DESCRIPTION: EXISTING CDD BOUNDARY

TRACTS A AND B, MELBOURNE CITY CENTER AT MAYFAIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 85-91, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6159, PAGE 1011, OFFICIAL RECORDS BOOK 7638, PAGE 2397, A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7764, PAGE 2279, AND A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7764, PAGE 2283, INCLUSIVE OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT A, SAID POINT BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°58'27" WEST, A DISTANCE OF 2015.30 FEET; THENCE NORTH 89°01'41" WEST, A DISTANCE OF 82.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 299.90 FEET, THROUGH A CENTRAL ANGLE OF 42°57'25" TO THE POINT OF TANGENCY THEREOF; THENCE SOUTH 48°00'54" WEST, A DISTANCE OF 622.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 55.34 FEET, THROUGH A CENTRAL ANGLE OF 6°20'27" TO A POINT; THENCE NORTH 88°46'27" WEST, A DISTANCE OF 3708.93 FEET; THENCE NORTH 00°39'25" EAST, A DISTANCE OF 2061.11 FEET; THENCE SOUTH 88°53'57" EAST, A DISTANCE OF 591.56 FEET; THENCE NORTH 00°40'58" EAST, A DISTANCE OF 515.00 FEET; THENCE SOUTH 88°53'57" EAST, A DISTANCE OF 3985.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 256.70 ACRES, MORE OR LESS.

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.


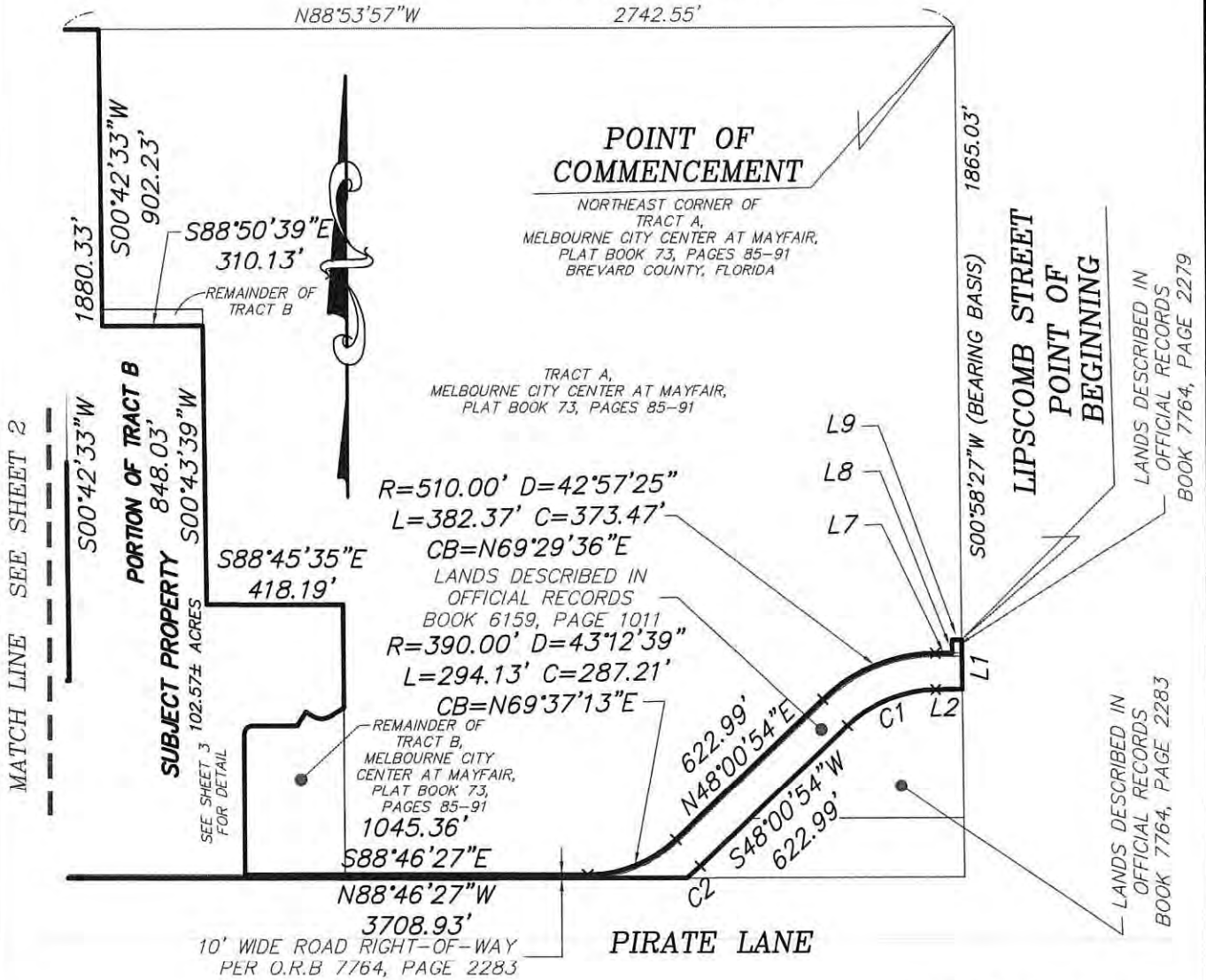
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<p>JOB # 48221 EXISTING CDD OVERALL DATE: 05-02-24 SECTION 15, TOWNSHIP 28S, RANGE 37E L.B. #6623</p>	<p>NOT VALID WITHOUT SHEETS 1-3</p> <p>3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110</p>	<p>SCALE: 1" = 500'</p>  <p>NORTH</p>

EXHIBIT 2

METES AND BOUNDS DESCRIPTION OF CONTRACTION PARCELS

REMOVING FROM CDD BOUNDARY


FLORIDA AVENUE



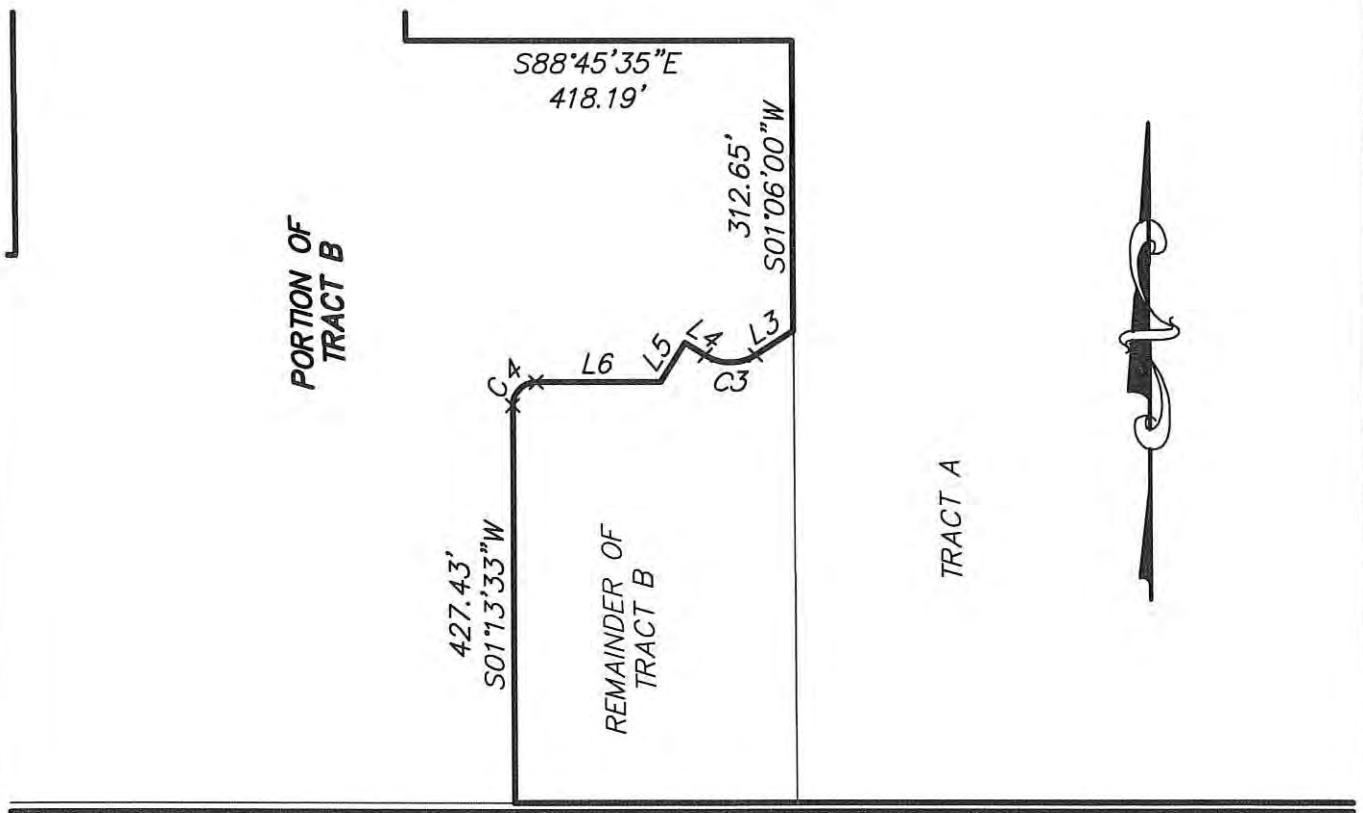
NOT VALID WITHOUT SHEETS 1-5

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<p>JOB # 48221 CDD REMOVE</p> <p>DATE: 11-25-25 SECTION 15, TOWNSHIP 28S, RANGE 37E</p>	<p>ANDREW W. POWSHOK P.L.S. No. 5383</p>	<p>SCALE: 1" = 500'</p>
<p>L.B. #6623</p>	<p>3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110</p>	<p> NORTH</p>

REMOVING FROM CDD BOUNDARY



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JOB # 48221_CDD_REMOVE DATE: 11-25-25 SECTION 15, TOWNSHIP 28S, RANGE 37E L.B. #6623	NOT VALID WITHOUT SHEETS 1-5 3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110 SCALE: 1" = 500'  NORTH	

REMOVING FROM CDD BOUNDARY

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°58'27"W	150.00'
L2	N89°01'41"W	82.62'
L3	S58°29'18"W	48.74'
L4	N56°17'18"W	25.52'
L5	S33°42'42"W	50.00'
L6	N88°54'00"W	135.70'
L7	S89°01'41"E	52.62'
L8	N00°58'27"E	40.00'
L9	N89°01'41"W	30.00'
L10	N43°46'19"W	283.50'
L11	N00°42'33"E	266.22'
L12	S46°13'42"W	263.04'
L13	N43°46'18"W	60.00'
L14	N43°46'18"W	44.97'
L15	N00°42'33"E	8.62'
L16	N89°17'27"W	94.00'
L17	S88°53'57"E	550.01'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	400.00'	42°57'25"	299.90'	292.92'	S69°29'36"W
C2	500.00'	6°20'27"	55.34'	55.31'	N51°11'08"E
C3	50.00'	65°13'24"	56.92'	53.89'	S88°54'00"E
C4	25.00'	89°52'27"	39.21'	35.32'	S46°09'46"W
C5	55.00'	44°28'51"	42.70'	41.63'	N21°31'53"W

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

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SHEET 4 OF 5

JOB # 48221_CDD_REMOVE

DATE: 11-25-25
SECTION 15, TOWNSHIP 28S, RANGE 37E

**NOT VALID WITHOUT
SHEETS 1-5**

3970 MINTON ROAD
WEST MELBOURNE, FL. 32904
(321) 768-8110

SCALE: 1" = 500'



DESCRIPTION: REMOVING FROM CDD BOUNDARY

A PORTION OF TRACT B, MELBOURNE CITY CENTER AT MAYFAIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 85-91, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6159, PAGE 1011, OFFICIAL RECORDS BOOK 7638, PAGE 2397, A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7764, PAGE 2279 AND A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7764, PAGE 2283, INCLUSIVE OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT A; THENCE RUN SOUTH 00°58'27" WEST, A DISTANCE OF 1865.03 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°58'27" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 89°01'41" WEST, A DISTANCE OF 82.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 42°57'25", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 299.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 48°00'54" WEST, A DISTANCE OF 622.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 6°20'27", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 55.34 FEET TO A POINT; THENCE NORTH 88°46'27" WEST, A DISTANCE OF 3708.93 FEET; THENCE NORTH 00°39'25" EAST, A DISTANCE OF 2061.11 FEET; THENCE SOUTH 88°53'57" EAST, A DISTANCE OF 591.56 FEET; THENCE NORTH 00°40'58" EAST, A DISTANCE OF 515.00 FEET; THENCE SOUTH 88°53'57" EAST, A DISTANCE OF 1356.77 FEET; THENCE SOUTH 00°42'33" WEST, A DISTANCE OF 902.23 FEET; THENCE SOUTH 88°50'39" EAST, A DISTANCE OF 310.13 FEET; THENCE SOUTH 00°43'39" WEST, A DISTANCE OF 848.03 FEET; THENCE SOUTH 88°45'35" EAST, A DISTANCE OF 418.19 FEET; THENCE SOUTH 01°06'00" WEST, A DISTANCE OF 312.65 FEET; THENCE SOUTH 58°29'18" WEST, A DISTANCE OF 48.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 65°13'24", THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 56.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 56°17'18" WEST, A DISTANCE OF 25.52 FEET; THENCE SOUTH 33°42'42" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 88°54'00" WEST, A DISTANCE OF 135.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°52'27", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°13'33" WEST, A DISTANCE OF 427.43 FEET; THENCE SOUTH 88°46'27" EAST, A DISTANCE OF 1045.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 43°12'39"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 294.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 48°00'54" EAST, A DISTANCE OF 622.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 42°57'25" THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 382.37 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°01'41" EAST, A DISTANCE OF 52.62 FEET; THENCE NORTH 00°58'27" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 89°01'41" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF TRACT B, MELBOURNE CITY CENTER AT MAYFAIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 85-91, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINS 102.57 ACRES, MORE OR LESS.

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

SKETCH OF DESCRIPTION	1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. 2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.	SHEET 5 OF 5
JOB # 48221_CDD_REMOVE_	NOT VALID WITHOUT SHEETS 1-5	3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110
DATE: 11-25-25 SECTION 15, TOWNSHIP 28S, RANGE 37E L.B. #6623	SCALE: 1" = 500'	

DESCRIPTION: REMOVING FROM CDD BOUNDARY

A PORTION OF TRACT B, MELBOURNE CITY CENTER AT MAYFAIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 85-91, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6159, PAGE 1011, OFFICIAL RECORDS BOOK 7638, PAGE 2397, A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7764, PAGE 2279 AND A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7764, PAGE 2283, INCLUSIVE OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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DISTANCE OF 40.00 FEET; THENCE SOUTH 89°01'41" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

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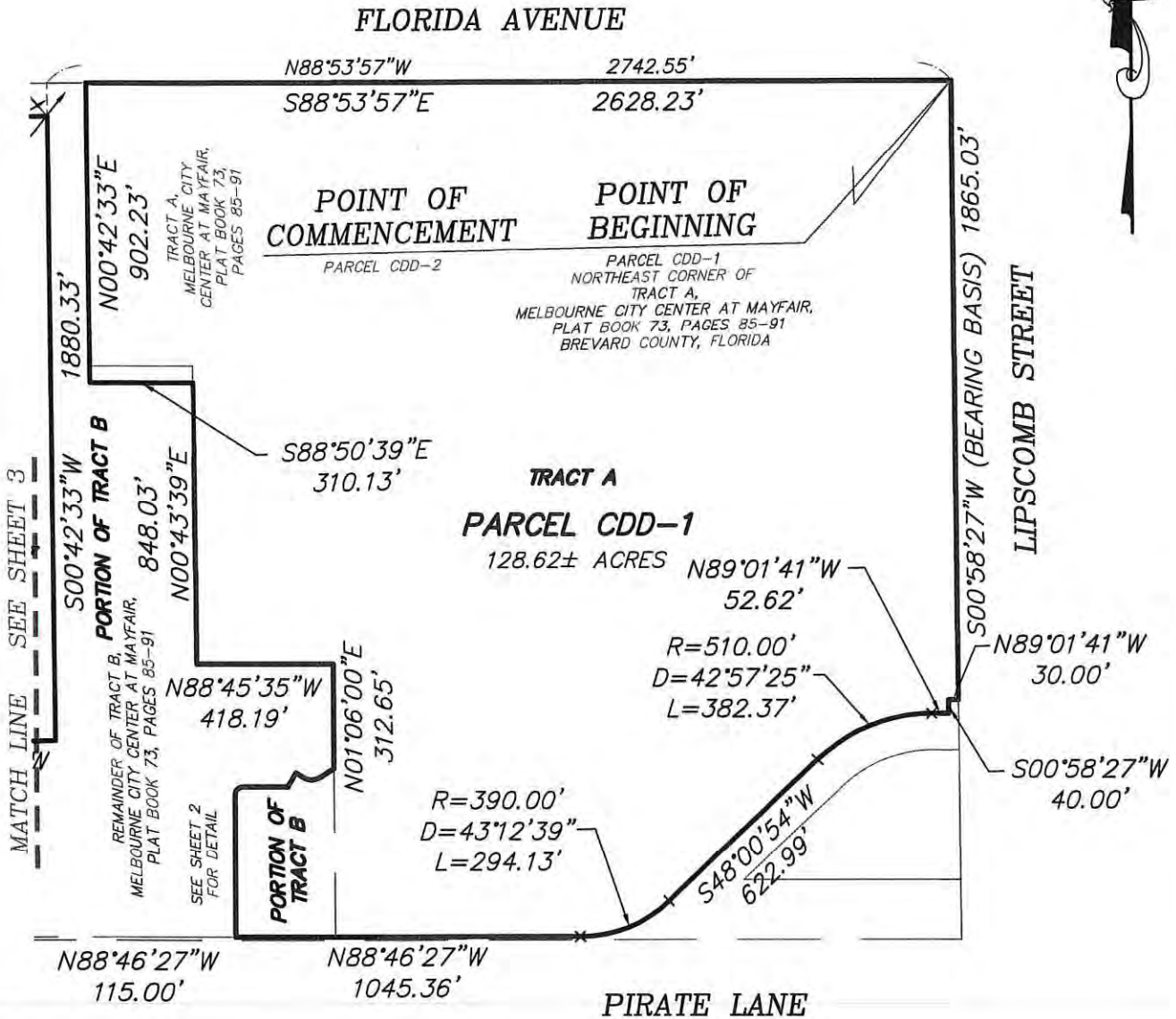
COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT A; THENCE RUN NORTH 88°53'57" WEST, A DISTANCE OF 2742.55 FEET; THENCE SOUTH 01°06'03" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°42'33" WEST, A DISTANCE OF 1880.33 FEET; THENCE NORTH 89°16'22" WEST, A DISTANCE OF 506.36 FEET; THENCE NORTH 43°46'19" WEST, A DISTANCE OF 283.50 FEET; THENCE NORTH 00°42'33" EAST, A DISTANCE OF 266.22 FEET; THENCE SOUTH 46°13'42" WEST, A DISTANCE OF 263.04 FEET; THENCE NORTH 43°46'18" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 46°13'42" EAST, A DISTANCE OF 737.21 FEET; THENCE NORTH 43°46'18" WEST, A DISTANCE OF 44.97 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 44°28'51", THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 42.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°42'33" EAST, A DISTANCE OF 8.62 FEET; THENCE NORTH 89°17'27" WEST, A DISTANCE OF 94.00 FEET; THENCE NORTH 00°42'33" EAST, A DISTANCE OF 961.15 FEET; THENCE SOUTH 88°53'57" EAST, A DISTANCE OF 550.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 102.57 ACRES, MORE OR LESS.

EXHIBIT 3

METES AND BOUNDS DESCRIPTION NEW DISTRICT BOUNDARIES


NEW CDD BOUNDARY



NOT VALID WITHOUT SHEETS 1-4

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

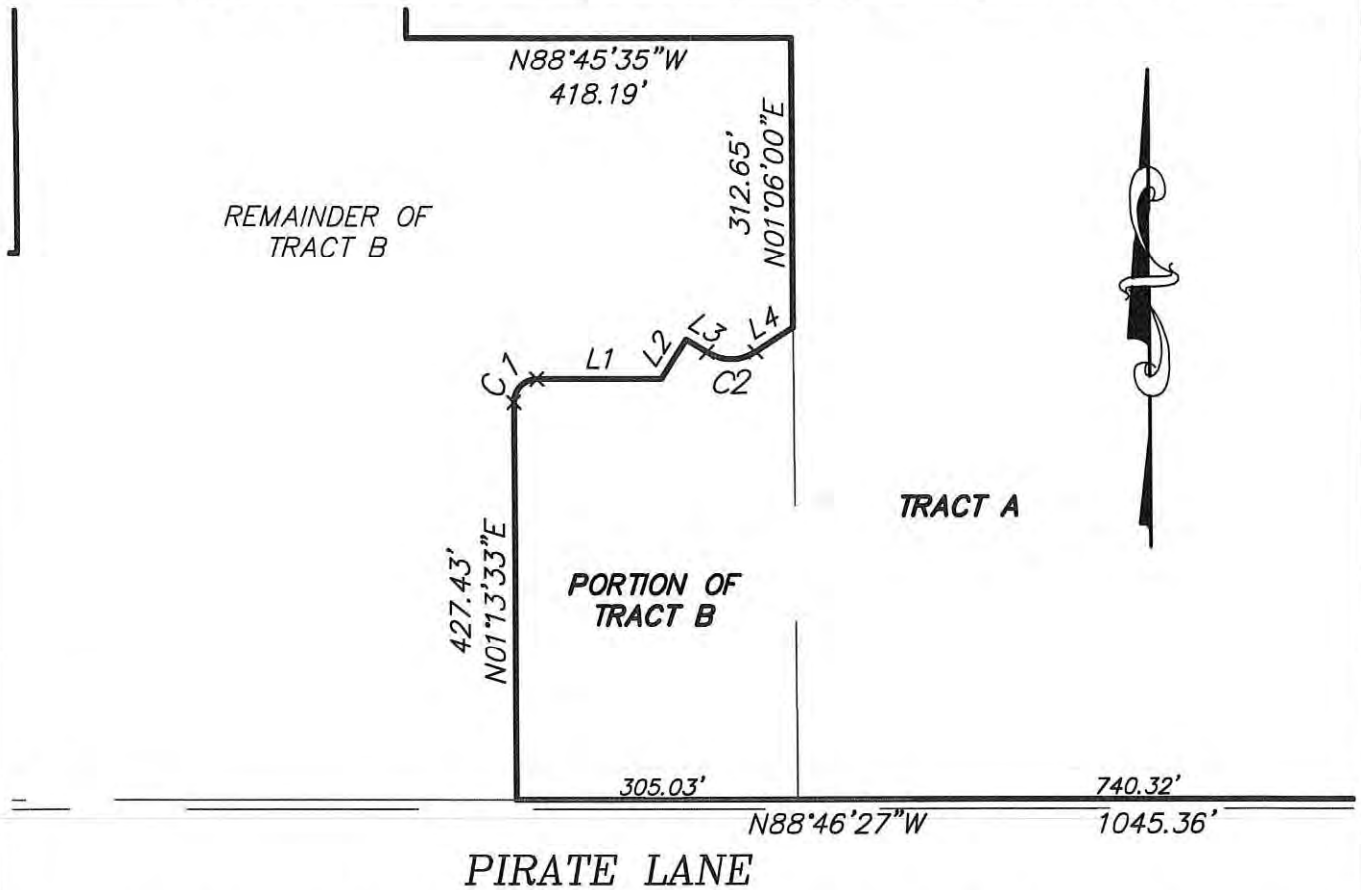
AAL LAND SURVEYING SERVICES, INC.

<p>SKETCH OF DESCRIPTION</p>	<p>1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. 2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.</p>	<p>SHEET 1 OF 4</p>
<p>JOB # 48221 CDD REMAIN DATE: 12-11-25 SECTION 15, TOWNSHIP 28S, RANGE 37E L.B. #6623</p>	<p>ANDREW W. POWSHOK P.L.S. No. 5383</p> <p>3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110</p>	<p>SCALE: 1" = 500'</p>  <p>NORTH</p>

NEW CDD BOUNDARY

LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°54'00"E	135.70'
L2	N33°42'42"E	50.00'
L3	S56°17'18"E	25.52'
L4	N58°29'18"E	48.74'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	25.00'	89°52'27"	39.21'	35.32'	N46°09'46"E
C2	50.00'	65°13'24"	56.92'	53.89'	S88°54'00"E



SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

<p>SKETCH OF DESCRIPTION</p> <p>JOB # 48221_CDD_REMAIN</p> <p>DATE: 12-11-25</p> <p>SECTION 15, TOWNSHIP 28S, RANGE 37E</p> <p>L.B. #6623</p>	<p>1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p> <p>2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.</p> <p style="text-align: center;">NOT VALID WITHOUT SHEETS 1-4</p> <p style="text-align: right;">3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110</p>	<p>SHEET 2 OF 4</p> <p>SCALE: 1" = 500'</p> <p>NORTH</p>
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NEW CDD BOUNDARY

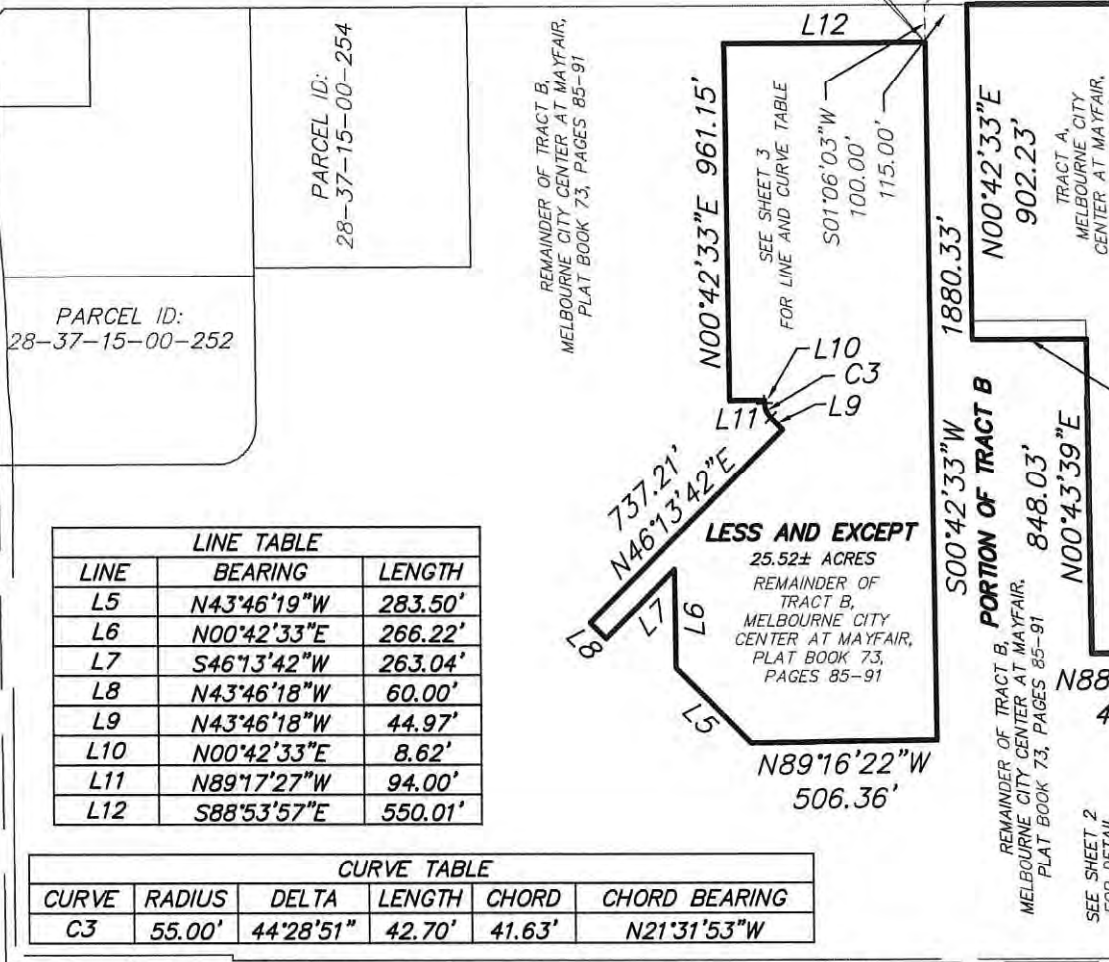


POINT OF BEGINNING

PARCEL CDD-2

FLORIDA AVENUE

BABCOCK STREET



LINE TABLE		
LINE	BEARING	LENGTH
L5	N43°46'19"W	283.50'
L6	N00°42'33"E	266.22'
L7	S46°13'42"W	263.04'
L8	N43°46'18"W	60.00'
L9	N43°46'18"W	44.97'
L10	N00°42'33"E	8.62'
L11	N89°17'27"W	94.00'
L12	S88°53'57"E	550.01'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	55.00'	44°28'51"	42.70'	41.63'	N21°31'53"W

PIRATE LANE

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

SKETCH OF DESCRIPTION

- THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
- BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.

SHEET 3 OF 4

JOB # 48221 CDD REMAIN

DATE: 12-11-25
SECTION 15, TOWNSHIP 28S, RANGE 37E

L.B. #6623

NOT VALID WITHOUT SHEETS 1-4

3970 MINTON ROAD
WEST MELBOURNE, FL. 32904
(321) 768-8110

SCALE: 1" = 500'



NEW CDD BOUNDARY

DESCRIPTION: PARCELE CDD-1

ALL OF TRACT A AND A PORTION OF TRACT B, MELBOURNE CITY CENTER AT MAYFAIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 85-91, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT A, SAID POINT BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE RUN SOUTH 00°58'27" WEST ALONG THE WEST RIGHT OF WAY LINE OF LIPSCOMB STREET, A DISTANCE OF 1,865.03 FEET; THENCE RUN ALONG THE NORTH RIGHT OF WAY LINE OF PIRATE LANE FOR THE FOLLOWING SEVEN (7) CALLS: NORTH 89°01'41" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°58'27" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°01'41" WEST, A DISTANCE OF 52.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 42°57'25", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 382.37 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 48°00'54" WEST, A DISTANCE OF 622.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 43°12'39", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 294.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°46'27" WEST, A DISTANCE OF 1045.36 FEET; THENCE NORTH 01°13'33" EAST, A DISTANCE OF 427.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°52'27", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°54'00" EAST, A DISTANCE OF 135.70 FEET; THENCE NORTH 33°42'42" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 56°17'18" EAST, A DISTANCE OF 25.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 65°13'24", THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 56.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 58°29'18" EAST, A DISTANCE OF 48.74 FEET; THENCE NORTH 01°06'00" EAST, A DISTANCE OF 312.65 FEET; THENCE NORTH 88°45'35" WEST, A DISTANCE OF 418.19 FEET; THENCE NORTH 00°43'39" EAST, A DISTANCE OF 848.03 FEET; THENCE NORTH 88°50'39" WEST, A DISTANCE OF 310.13 FEET; THENCE NORTH 00°42'33" EAST, A DISTANCE OF 902.23 FEET; THENCE SOUTH 88°53'57" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF FLORIDA AVENUE, A DISTANCE OF 2628.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 128.62 ACRES, MORE OR LESS.

DESCRIPTION: PARCEL CDD-2


A PORTION OF TRACT B, MELBOURNE CITY CENTER AT MAYFAIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 85-91, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 25.52 ACRES, MORE OR LESS.

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

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<p>JOB # 48221_CDD_REMAIN DATE: 12-11-25 SECTION 15, TOWNSHIP 28S, RANGE 37E L.B. #6623</p>	<p>NOT VALID WITHOUT SHEETS 1-4</p> <p>3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110</p>	<p>SCALE: 1" = 500'</p>  <p>NORTH</p>

NEW CDD BOUNDARY

DESCRIPTION: PARECLE CDD-1

ALL OF TRACT A AND A PORTION OF TRACT B, MELBOURNE CITY CENTER AT MAYFAIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 85-91, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT A, SAID POINT BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE RUN SOUTH 00°58'27" WEST ALONG THE WEST RIGHT OF WAY LINE OF LIPSCOMB STREET, A DISTANCE OF 1,865.03 FEET; THENCE RUN ALONG THE NORTH RIGHT OF WAY LINE OF PIRATE LANE FOR THE FOLLOWING SEVEN (7) CALLS: NORTH 89°01'41" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°58'27" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°01'41" WEST, A DISTANCE OF 52.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 42°57'25", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 382.37 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 48°00'54" WEST, A DISTANCE OF 622.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 43°12'39", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 294.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°46'27" WEST, A DISTANCE OF 1045.36 FEET; THENCE NORTH 01°13'33" EAST, A DISTANCE OF 427.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°52'27", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°54'00" EAST, A DISTANCE OF 135.70 FEET; THENCE NORTH 33°42'42" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 56°17'18" EAST, A DISTANCE OF 25.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 65°13'24", THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 56.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 58°29'18" EAST, A DISTANCE OF 48.74 FEET; THENCE NORTH 01°06'00" EAST, A DISTANCE OF 312.65 FEET; THENCE NORTH 88°45'35" WEST, A DISTANCE OF 418.19 FEET; THENCE NORTH 00°43'39" EAST, A DISTANCE OF 848.03 FEET; THENCE NORTH 88°50'39" WEST, A DISTANCE OF 310.13 FEET; THENCE NORTH 00°42'33" EAST, A DISTANCE OF 902.23 FEET; THENCE SOUTH 88°53'57" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF FLORIDA AVENUE, A DISTANCE OF 2628.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 128.62 ACRES, MORE OR LESS.

DESCRIPTION: PARCEL CDD-2

A PORTION OF TRACT B, MELBOURNE CITY CENTER AT MAYFAIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 85-91, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT A; THENCE RUN NORTH 88°53'57" WEST, A DISTANCE OF 2742.55 FEET; THENCE SOUTH 01°06'03" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°42'33" WEST, A DISTANCE OF 1880.33 FEET; THENCE NORTH 89°16'22" WEST, A DISTANCE OF 506.36 FEET; THENCE NORTH 43°46'19" WEST, A DISTANCE OF 283.50 FEET; THENCE NORTH 00°42'33" EAST, A DISTANCE OF 266.22 FEET; THENCE SOUTH 46°13'42" WEST, A DISTANCE OF 263.04 FEET; THENCE NORTH 43°46'18" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 46°13'42" EAST, A DISTANCE OF 737.21 FEET; THENCE NORTH 43°46'18" WEST, A DISTANCE OF 44.97 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 44°28'51", THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 42.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°42'33" EAST, A DISTANCE OF 8.62 FEET; THENCE NORTH 89°17'27" WEST, A DISTANCE OF 94.00 FEET; THENCE NORTH 00°42'33" EAST, A DISTANCE OF 961.15 FEET; THENCE SOUTH 88°53'57" EAST, A DISTANCE OF 550.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.52 ACRES, MORE OR LESS.

**COMPOSITE
EXHIBIT 4**

CONSENT OF LANDOWNERS

AFFIDAVIT OF OWNERSHIP AND CONSENT

On this 7 day of November, 2024, Gerardo Aguirre ("Affiant") personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Manager of Southern homes Management LLC, a Florida limited liability company, as Manager of Southern Homes of Melbourne II, LLC, a Florida limited liability company (the "Owner").

2. The Owner is the fee title owner of the following described property, to wit:

See attached hereto as Exhibit "A" (the "Property")

3. Affiant hereby represents that he has full authority to execute all documents and instruments on behalf of the Owner, including this Affidavit pursuant to Section 190.046(1), Florida Statutes, for the Petition to contract the boundaries of the Mayfair Community Development District (the "CDD") by the City Council of the City of Melbourne, Florida.

4. Affiant, on behalf of the Owner, hereby consents to the contraction of the external boundaries of Mayfair Community Development District to exclude the Property therein.

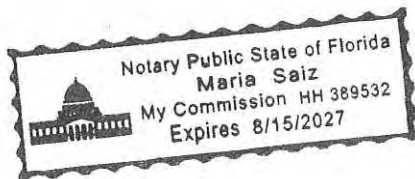
By: [Signature]

Name: Gerardo Aguirre

Title: Manager of Southern Homes Management LLC, a Florida limited liability company, as Manager of Southern Homes of Melbourne II, LLC, a Florida limited liability company

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 7 day of November, 2024, by Gerardo Aguirre, as Manager of Southern Homes Management, LLC, a Florida limited liability company, as Manager of Southern Homes of Melbourne II, LLC, a Florida limited liability company. (He is personally known to me) [] or produced _____ as identification.



[Signature]

Notary Public
Maria Saiz

Typed, printed or stamped name of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Property to be removed from the District Boundary

A PORTION OF TRACT B, MELBOURNE CITY CENTER AT MAYFAIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 85-91, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT A: THENCE RUN NORTH 88°53'57" WEST, A DISTANCE OF 2628.23 FEET; THENCE SOUTH 00°42'33" WEST, A DISTANCE OF 902.23 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 88°50'39" EAST, A DISTANCE OF 310.13 FEET; THENCE SOUTH 00°43'39" WEST, A DISTANCE OF 848.03 FEET; THENCE SOUTH 88°45'35" EAST, A DISTANCE OF 418.19 FEET; THENCE SOUTH 01°06'00" WEST, A DISTANCE OF 312.65 FEET; THENCE SOUTH 58°29'18" WEST, A DISTANCE OF 48.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 65°13'24", THENCE NORTHWESTERLY ALONG THE ARC OF A DISTANCE OF 56.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 56°17'18" WEST, A DISTANCE OF 25.52 FEET; THENCE SOUTH 33°42'42" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 88°54'00" WEST, A DISTANCE OF 135.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°52'27", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°13'33" WEST, A DISTANCE OF 427.43 FEET; THENCE NORTH 88°46'27" WEST, A DISTANCE OF 417.42 FEET; THENCE NORTH 00°42'33" EAST, A DISTANCE OF 1668.11 FEET TO THE POINT OF BEGINNING.

AFFIDAVIT OF OWNERSHIP AND CONSENT

On this 31 day of October, 2024, Leslie R. Partee ("Affiant") personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Manager SBK of Georgia, L.L.C., a Georgia limited liability company, as General Partner of Melbourne Healthcare Associates, LTD., a Georgia limited partnership (the "Owner").

2. The Owner is the fee title owner of the following described property, to wit:

See attached hereto as Exhibit "A" (the "Property")

3. Affiant hereby represents that she has full authority to execute all documents and instruments on behalf of the Owner, including this Affidavit pursuant to Section 190.046(1), Florida Statutes, for the Petition to contract the boundaries of the Mayfair Community Development District (the "CDD") by the City Council of the City of Melbourne, Florida.

4. Affiant, on behalf of the Owner, hereby consents to the contraction of the external boundaries of Mayfair Community Development District to exclude the Property therein.

By: Leslie R. Partee

Name: Leslie R. Partee

Title: Manager of SBK of Georgia, L.L.C., a Georgia limited liability company, as General Partner of Melbourne Healthcare Associates, LTD, a Georgia limited partnership

STATE OF Georgia)
COUNTY OF Cherokee)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31st day of October, 2024, by Leslie R. Partee, as Manager of SBK of Georgia, L.L.C., a Georgia limited liability company, as General Partner of Melbourne Healthcare Associates, LTD, a Georgia limited partnership. He/She is personally known to me or produced _____ as identification.



Samantha L. Hetherington

Notary Public

Samantha L. Hetherington
Typed, printed or stamped name of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Property to be removed from the District Boundary

FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, RUN ON A BEARING EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 314.00 FEET; THENCE S 0°26'45" E A DISTANCE OF 50.00 FEET; THENCE ON A BEARING OF EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 436.00 FEET TO THE CENTERLINE OF A DRAINAGE EASEMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2290, PAGE 1487, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S 0°26'45" E ALONG THE CENTERLINE OF SAID DRAINAGE EASEMENT, A DISTANCE OF 515.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUES S 0°26'45" E ALONG THE CENTERLINE OF SAID DRAINAGE EASEMENT, A DISTANCE OF 184.09 FEET; THENCE ON A BEARING OF WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 591.46 FEET; THENCE NORTH 00°25'05" WEST, A DISTANCE OF 184.09 FEET; THENCE ON A BEARING OF WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 591.55 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE S.88°53'57"E., ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 750.00 FEET; THENCE S.00°39'25"W., ALONG THE CENTER LINE OF THAT 100.00 FOOT DRAINAGE AND RIGHT-OF-WAY EASEMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2290, PAGE 1487, OF SAID PUBLIC RECORDS, A DISTANCE OF 565.00 FEET TO THE POINT OF BEGINNING; THENCE S.88°53'57"E., ALONG A LINE 565.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF SECTION 15, A DISTANCE OF 591.55 FEET TO THE SOUTHWEST CORNER OF THAT 66.00 FOOT ACCESS EASEMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2859, PAGE 2677, OF SAID PUBLIC RECORDS AND A POINT ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4), OF SAID SECTION 15; THENCE S.00°40'58"W., ALONG SAID EAST LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4), OF SAID SECTION 15, A DISTANCE OF 184.08 FEET; THENCE N.88°53'57"W., ALONG THE SOUTHERLY LINE OF THAT 20.00 FOOT UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 2886, PAGE 1618 AND OFFICIAL RECORDS BOOK 7743, PAGE 1009, BOTH OF SAID PUBLIC RECORDS, A DISTANCE OF 591.47 FEET TO A POINT ON SAID CENTER LINE OF DRAINAGE AND RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 2290, PAGE 1487, OF SAID PUBLIC RECORDS; THENCE N.00°39'25"E., ALONG SAID CENTER LINE, A DISTANCE OF 184.09 FEET TO THE POINT OF BEGINNING.

EXHIBIT 5

**RESOLUTION OF THE MAYFAIR COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS**

RESOLUTION NO. 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAYFAIR COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2024-07 TO INCLUDE ADDITIONAL ACREAGE TO BE REMOVED FROM THE BOUNDARIES OF THE DISTRICT; REVISING THE PETITION TO CONTRACT THE BOUNDARIES OF THE DISTRICT FILED WITH CITY OF MELBOURNE, FLORIDA; AND PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Mayfair Community Development District (“District”) adopted Resolution No. 2024-07 on August 26, 2024, approving the filing of a petition to contract the boundaries of the District with the removal of approximately 94.33 acres of property from the boundaries of the District; and

WHEREAS, the Board has determined that it is in the best interests of the District to amend Resolution 2024-07 to proceed with including an additional 8.24 acres in the petition to contract the boundaries of the District for a total of approximately 102.57 acres to be removed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MAYFAIR COMMUNITY DEVELOPMENT DISTRICT, THAT:

SECTION 1. The foregoing recitals clauses are true and correct and are hereby incorporated into this Resolution by reference.

SECTION 2. The District hereby amends Resolution 2024-07, authorizing, ratifying and confirming the filing with City of Melbourne, Florida, revisions to the petition to amend the boundaries of the District to exclude the area described in Exhibit “A” attached hereto (the “Contraction Area”), all in accordance with Section 190.046, Florida Statutes.

SECTION 3. The proper District officials are hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution.

SECTION 4. This Resolution shall take effect upon adoption.

THIS RESOLUTION WAS PASSED AND ADOPTED THIS 8th DAY OF JANUARY, 2026.

MAYFAIR COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
Andrusa Hong Pizzol
By: _____
87D38859F55A4C5...
Secretary

Signed by:
Gregory Jason Pettibon
By: _____
7B461AB4C74B4DC...
Chairperson/Vice Chairperson

Exhibit "A"
Contraction Parcel

DESCRIPTION: REMOVING FROM CDD BOUNDARY

A PORTION OF TRACT B, MELBOURNE CITY CENTER AT MAYFAIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 85-91, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6159, PAGE 1011, OFFICIAL RECORDS BOOK 7638, PAGE 2397, A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7764, PAGE 2279 AND A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7764, PAGE 2283, INCLUSIVE OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT A; THENCE RUN SOUTH 00°58'27" WEST, A DISTANCE OF 1865.03 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°58'27" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 89°01'41" WEST, A DISTANCE OF 82.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 42°57'25", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 299.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 48°00'54" WEST, A DISTANCE OF 622.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 6°20'27", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 55.34 FEET TO A POINT; THENCE NORTH 88°46'27" WEST, A DISTANCE OF 3708.93 FEET; THENCE NORTH 00°39'25" EAST, A DISTANCE OF 2061.11 FEET; THENCE SOUTH 88°53'57" EAST, A DISTANCE OF 591.56 FEET; THENCE NORTH 00°40'58" EAST, A DISTANCE OF 515.00 FEET; THENCE SOUTH 88°53'57" EAST, A DISTANCE OF 1356.77 FEET; THENCE SOUTH 00°42'33" WEST, A DISTANCE OF 902.23 FEET; THENCE SOUTH 88°50'39" EAST, A DISTANCE OF 310.13 FEET; THENCE SOUTH 00°43'39" WEST, A DISTANCE OF 848.03 FEET; THENCE SOUTH 88°45'35" EAST, A DISTANCE OF 418.19 FEET; THENCE SOUTH 01°06'00" WEST, A DISTANCE OF 312.65 FEET; THENCE SOUTH 58°29'18" WEST, A DISTANCE OF 48.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 65°13'24", THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 56.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 56°17'18" WEST, A DISTANCE OF 25.52 FEET; THENCE SOUTH 33°42'42" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 88°54'00" WEST, A DISTANCE OF 135.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°52'27", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°13'33" WEST, A DISTANCE OF 427.43 FEET; THENCE SOUTH 88°46'27" EAST, A DISTANCE OF 1045.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 43°12'39"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 294.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 48°00'54" EAST, A DISTANCE OF 622.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 42°57'25", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 382.37 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°01'41" EAST, A DISTANCE OF 52.62 FEET; THENCE NORTH 00°58'57" EAST, A

DISTANCE OF 40.00 FEET; THENCE SOUTH 89°01'41" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF TRACT B, MELBOURNE CITY CENTER AT MAYFAIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 85-91, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT A; THENCE RUN NORTH 88°53'57" WEST, A DISTANCE OF 2742.55 FEET; THENCE SOUTH 01°06'03" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°42'33" WEST, A DISTANCE OF 1880.33 FEET; THENCE NORTH 89°16'22" WEST, A DISTANCE OF 506.36 FEET; THENCE NORTH 43°46'19" WEST, A DISTANCE OF 283.50 FEET; THENCE NORTH 00°42'33" EAST, A DISTANCE OF 266.22 FEET; THENCE SOUTH 46°13'42" WEST, A DISTANCE OF 263.04 FEET; THENCE NORTH 43°46'18" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 46°13'42" EAST, A DISTANCE OF 737.21 FEET; THENCE NORTH 43°46'18" WEST, A DISTANCE OF 44.97 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 44°28'51", THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 42.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°42'33" EAST, A DISTANCE OF 8.62 FEET; THENCE NORTH 89°17'27" WEST, A DISTANCE OF 94.00 FEET; THENCE NORTH 00°42'33" EAST, A DISTANCE OF 961.15 FEET; THENCE SOUTH 88°53'57" EAST, A DISTANCE OF 550.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 102.57 ACRES, MORE OR LESS.

Certificate Of Completion

Envelope Id: 7852374A-EDE0-4FD1-8D54-5E84201FECE4

Status: Completed

Subject: Mayfair: Complete with Docusign: Resolution 2026-01.pdf, Resolution 2026-02.pdf, 2026-04.doc, 2026-0

Source Envelope:

Document Pages: 37

Signatures: 16

Envelope Originator:

Certificate Pages: 2

Initials: 0

Ellen Acosta

AutoNav: Enabled

1001 Bradford Way

EnvelopeId Stamping: Enabled

Kingston, TN 37763

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

eacosta@gmssf.com

IP Address: 162.199.192.217

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Status: Original

Holder: Ellen Acosta

Location: DocuSign

1/14/2026 2:05:42 PM

eacosta@gmssf.com

Signer Events

Andressa Hinz Philippi

AHPhilippi@gmssf.com

Assistant Secretary

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Timestamp

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Signed: 1/14/2026 2:53:14 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Gregory Jason Pettibon

Greg.Pettibon@lennar.com

Authorized Agent

Security Level: Email, Account Authentication (None)

Signed by:

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

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Notary Events

Signature

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Certified Delivered

Security Checked

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Envelope Summary Events**Status****Timestamps**

Signing Complete

Security Checked

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Completed

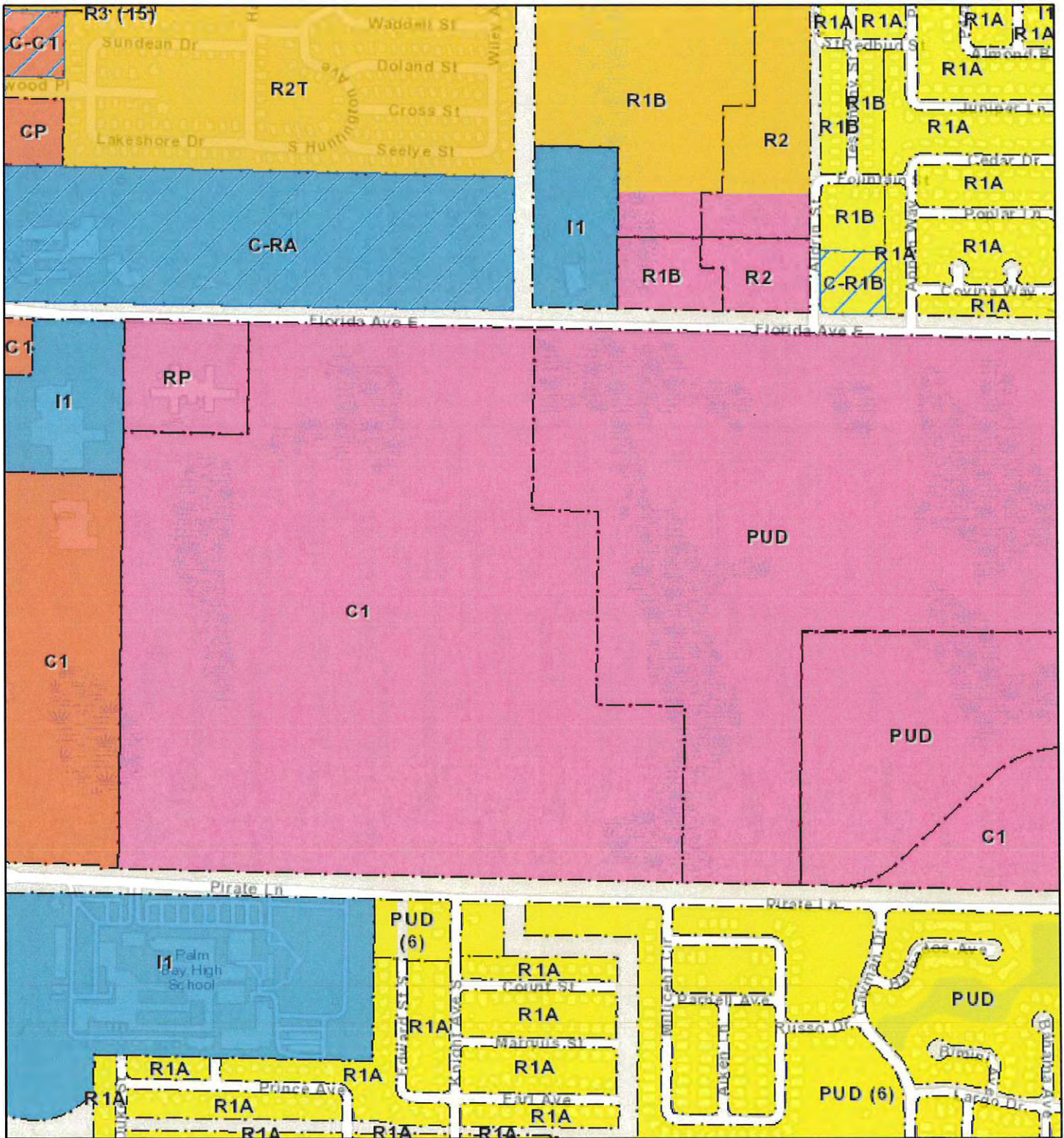
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Payment Events**Status****Timestamps**

EXHIBIT 6
FUTURE LAND USE

CoM Zoning & Future Land User Viewer



9/11/2024, 5:17:18 PM

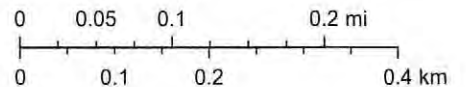
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Future Land Use Designations

- Urban Edge
- Estate Residential
- Agricultural
- Conservation
- Low Density Residential

- Medium Density Residential
- High Density Residential
- Mixed-Use
- General Commercial
- Office/Professional
- Heavy Commercial

- Industrial
- Public/Institutional
- Recreation
- Zoning Districts
- Conditional Uses



Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

EXHIBIT 7

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to contract the boundaries of the Mayfair Community Development District (“District”). The District currently comprises approximately 256.7+/- acres of land located in the City of Melbourne, Florida. This SERC is specific for one (1) area to be removed consisting of approximately 102.57 +/- acres.

The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes (“F.S.”) governing District establishment) as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added).”

1.2 Overview of Mayfair Community Development District

The District is designed to provide district infrastructure, services, and facilities along with their operations and maintenance to a planned residential development. The proposed area of removal will not be a part of the residential community within the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the ordinance directly or indirectly;

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment or private sector investment in excess of \$1 million in aggregate within 5 years after the implementation of the rule¹;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with person doing business in

¹ For the purposes of this SERC, the term “rule” means the ordinance which the City of Melbourne will enact in connection with the contraction of the boundaries of the District.

other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency², and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the proposed rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.

(e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S. Miami-Dade County is not defined as a small County for purposes of this requirement.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 (a) An economic analysis showing whether the rule directly or indirectly is likely to (1) have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; (2) have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or (3) increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

² For the purposes of this SERC, the term “agency” means the City of Melbourne.

It is unlikely the boundary amendment will meet any of the triggers in Section 120.541(2)(a), F.S.. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 herein.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

The District currently serves land that comprises a 256.7 +/- acre development. Upon approval of the petition to contract the boundaries, the District's boundaries will comprise approximately 154.13 +/- acres. This boundary amendment will remove an area of land from the District boundary and will not be a part of the community in the District.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

There is no state agency promulgating any rule relating to this project that is anticipated to affect state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Rule

State Governmental Entities

Since the District already exists, there will be no additional ongoing costs to various State governmental entities to implement and enforce the proposed boundary amendment. Further, the District comprises less than 2,500 acres, and therefore, City of Melbourne is the establishing entity under 190.005(2), Florida Statutes, to review and act upon the petition to contract the boundaries of the District.

There are minimal additional ongoing costs to various State entities to implement and enforce the proposed rule. The District is a special purpose unit of local government, and it is required to file various reports with the State of Florida, the Department of Economic Opportunity and other agencies of the State. However, the additional costs to the State and its various departments to process the additional filing from the District are very low, since the State routinely processes filings from over 500 similar districts.

City of Melbourne

There will be only modest costs to the City for several reasons. First, review of the petition to contract the boundaries of the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, the City routinely process similar petitions though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to contract an existing community development district.

There are no annual costs to City because of the proposed contraction of the boundaries of the District. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for this District. The City may incur certain advertising costs associated with the processing of the Petition to Contract the District Boundaries.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project, and it has its own sources of revenue. No state or local subsidies are required or expected.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the rule.

Transactional costs associated with community development districts are typically related to the financing and maintenance of infrastructure. When the petition to form the District was originally submitted and approved by the City, the petitioner estimated the design and development costs for providing capital facilities. In this case, the area being removed from the District has no assessments for debt imposed thereon.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no impact on small businesses because of the proposed contraction of the boundaries of the District.

The development is located in the City of Melbourne. As of the Census date, the 2020 Census, the City has a population that is greater than 10,000 people. Therefore, the City is not defined as a “small” City according to Section 120.52, Florida Statutes, and there will accordingly be no impact on a small City because of the proposed amendment of the boundaries of the District.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits.

ORDINANCE NO. 2026-22

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO THE CONTRACTION OF JURISDICTIONAL BOUNDARIES FOR THE MAYFAIR COMMUNITY DEVELOPMENT DISTRICT; MAKING FINDINGS; AMENDING CHAPTER 20 OF THE CITY CODE, ENTITLED "COMMUNITY PLANNING AND DEVELOPMENT"; AMENDING ARTICLE IX, MAYFAIR COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (FOC2026-0003)

WHEREAS, the Mayfair Community Development District (the "District") is located on the south side of Florida Avenue, west of Lipscomb Street, north of Pirate Lane and east of Babcock Street in Township 28, Range 37, Section 15 and is comprised of 256.715± acres of property; and

WHEREAS, in 2007, the City Council approved a preliminary plat for the first four phases of the Mayfair Isles PUD Development (SD-2006-06A-6D), in conjunction with the establishment of the District (Ordinance No. 2007-20) and a Developer's Agreement (DA-2007-01); and

WHEREAS, the District's Board of Supervisors is petitioning the City of Melbourne to contract/reduce the area of the District to 154.13± acres of land in compliance with F.S. § 190.046 and has received the consent of all landowners within the existing boundary of the District; and

WHEREAS, the proposed ordinance amends City Code to provide for a new legal description of the District and an updated drawing of the District's area.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Chapter 20, Article IX of the City Code of Melbourne, Florida, is hereby amended to read as follows:

CHAPTER 20. COMMUNITY PLANNING AND DEVELOPMENT

* * * *

ARTICLE IX. MAYFAIR COMMUNITY DEVELOPMENT DISTRICT

Sec. 20-289. Designation; jurisdictional area.

* * * *

(b) The external jurisdictional boundaries of the Mayfair Community Development District are as follows:

~~A parcel of land lying within Section 15, Township 28 South, Range 37 East, Brevard County, Florida, being more particularly described as follows: Commence at the northeast corner of said Section 15; thence N.90°00'00"W. along the north line of said Section 15, a distance of 33.00 feet; thence S.00°07'32"E., a distance of 50.00 feet to the point of beginning of the following described parcel; thence continue S.00°07'32"E., a distance of 2,015.30 feet; thence S.89°52'28"W., a distance of 82.62 feet to the point of curvature of a curve concave southeasterly, having a radius of 400.00 feet; thence southwesterly along the arc of said curve, a distance of 299.90 feet, through a central angle of 42°57'25" to the point of tangency thereof; thence S.46°55'03" W., a distance of 622.99 feet to the point of curvature of a curve concave northwesterly, having a radius of 500.00 feet; thence southwesterly along the arc of said curve, a distance of 55.35 feet, through a central angle of 6°20'33" to a point; thence N.89°52'18"W., a distance of 3,708.76 feet; thence N.00°26'44"W., a distance of 2,061.12 feet; thence N.90°00'00"E., a distance of 591.55 feet; thence N.00°25'05"W., a distance of 515.00 feet; thence N.90°00'00"E., a distance of 3,985.00 feet to the Point of Beginning.~~

~~Said parcel contains 256.715 acres, more or less.~~

DESCRIPTION: PARCEL CDD-1

All of Tract A and a portion of Tract B, Melbourne City Center at Mayfair, according to the plat thereof, as recorded in plat book 73, pages 85-91, of the public records of Brevard County, Florida, being more particularly described as follows:

Begin at the northeast corner of said Tract A, said point being the point of beginning of herein described parcel; thence run south 00°58'27" west along the west right of way line of Lipscomb Street, a distance of 1,865.03 feet; thence run along the north right of way line of Pirate Lane for the following seven (7) calls: north 89°01'41" west, a distance of 30.00 feet; thence south 00°58'27" west, a distance of 40.00 feet; thence north 89°01'41" west, a distance of 52.62 feet to the point of curvature of a curve concave southeasterly, having a radius of 510.00 feet, a central angle of 42°57'25", thence southwesterly along the arc a distance of 382.37 feet to the point of tangency; thence south 48°00'54" west, a distance of 622.99 feet to the point of curvature of a curve concave northwesterly, having a radius of 390.00 feet, a central angle of 43°12'39", thence southwesterly along the arc a distance of 294.13 feet to the point of tangency, thence north 88°46'27" west, a distance of 1045.36 feet; thence north 01°13'33" east, a distance of 427.43 feet to the point of curvature of a curve concave southeasterly, having a radius of 25.00 feet, a central angle of 89°52'27", thence northeasterly along the arc a distance of 39.21 feet to the point of tangency, thence south 88°54'00" east, a distance of 135.70 feet; thence north 33°42'42" east, a distance of 50.00 feet; thence south 56°17'18" east, a distance of 25.52 feet to the point of curvature of a curve concave northeasterly, having a radius of 50.00 feet, a central angle of 65°13'24", thence southeasterly along the arc a distance of 56.92 feet to the point of tangency; thence north 58°29'18" east, a distance of 48.74 feet; thence north 01°06'00" east, a distance of

312.65 feet; thence north 88°45'35" west, a distance of 418.19 feet; thence north 00°43'39" east, a distance of 848.03 feet; thence north 88°50'39" west, a distance of 310.13 feet; thence north 00°42'33" east, a distance of 902.23 feet; thence south 88°53'57" east along the south right of way line of Florida Avenue, a distance of 2628.23 feet to the point of beginning.

Containing 128.62 acres, more or less.

DESCRIPTION: PARCEL CDD-2

A portion of Tract B, Melbourne City Center at Mayfair, according to the plat thereof, as recorded in plat book 73, pages 85-91, of the public records Of Brevard County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Tract A; thence run north 88°53'57" west, a distance of 2742.55 feet; thence south 01°06'03" west, a distance of 100.00 feet to the point of beginning of herein described parcel; thence south 00°42'33" west, a distance of 1880.33 feet; thence north 89°16'22" west, a distance of 506.36 feet; thence north 43°46'19" west, a distance of 283.50 feet; thence north 00°42'33" east, a distance of 266.22 feet; thence south 46°13'42" west, a distance of 263.04 feet; thence north 43°46'18" west, a distance of 60.00 feet; thence north 46°13'42" east, a distance of 737.21 feet; thence north 43°46'18" west, a distance of 44.97 feet; to the point of curvature of a curve concave northeasterly, having a radius of 55.00 feet, a central angle of 44°28'51", thence northwesterly along the arc a distance of 42.70 feet to the point of tangency; thence north 00°42'33" east, a distance of 8.62 feet; thence north 89°17'27" west, a distance of 94.00 feet; thence north 00°42'33" east, a distance of 961.15 feet; thence south 88°53'57" east, a distance of 550.01 feet to the point of beginning.

Containing 25.52 acres, more or less.

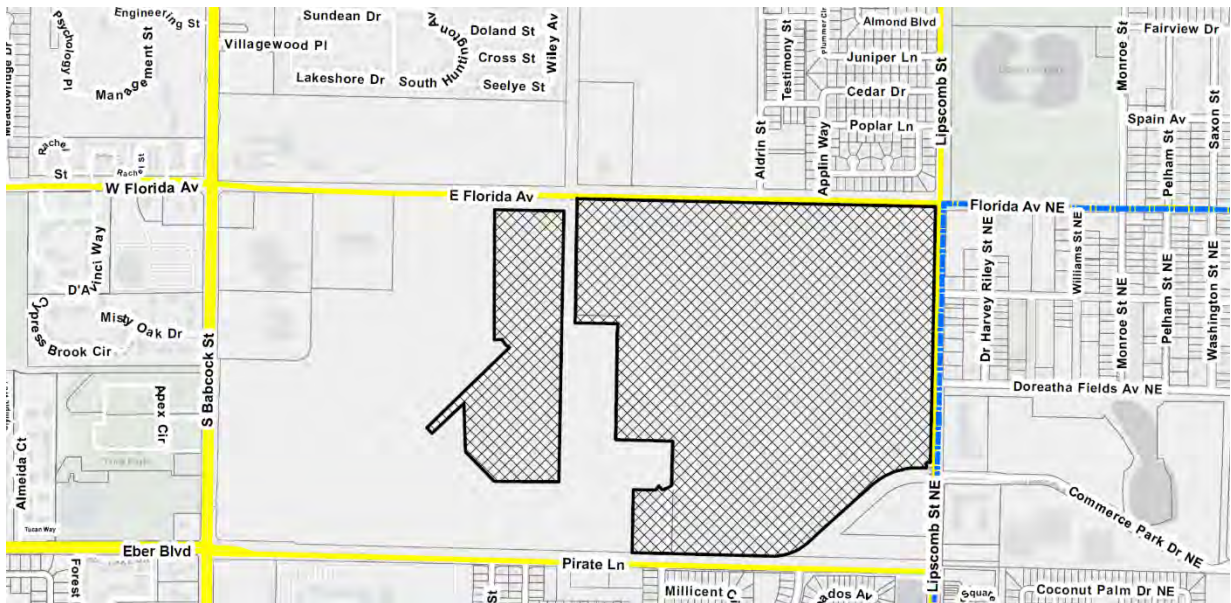
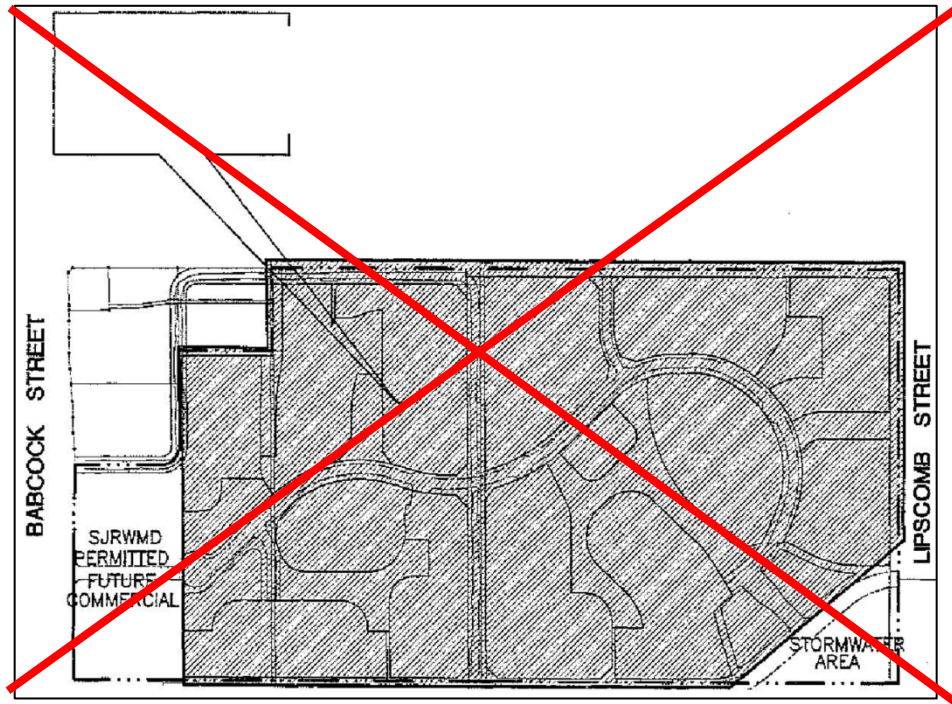
* * * *

Sec. 20-291. District drawing of jurisdictional boundaries.

March, 2007, Revised Mayfair Community Development District

District Drawing of Jurisdictional Boundaries

[NOTE TO MUNICIPAL CODE: DELETE THE MAP WITH THE RED X AND REPLACE WITH THE UPDATED MAP UNDERNEATH.]



Secs. 20-292-20.313. Reserved.

SECTION 2. 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 3. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 4. That this ordinance was passed on first reading at a regular meeting of the City Council on the _____ day of _____, 2026, and adopted on the second and final reading at a regular meeting of the City Council on the _____ day of _____, 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2026-22



Melbourne City Council
May 12, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.14.

Subject:

Ordinance No. 2026-23, Zoning Text Amendment Request (TEXT2026-0004) Affordable Housing Development

Background/Consideration:

This is the first reading of an ordinance amending City Code, Appendix B, Article V, Section 4, Affordable Housing Development, to be consistent with the definition of affordable housing and application of such to Live Local Act projects as defined within Florida Statutes.

During the creation of the Affordable Housing Development section of City Code (Appendix B, Article V, Section 4) in 2023, staff included a compliance and monitoring section that set forth rent limitations for households based upon the household income level. Further, a section was added specifying that “monthly tenant rent shall not exceed 30% of the household income occupying the unit unless required by local, state, or federal funding agency for low-income households or below”. This language excluded moderate-income households (80%-120%) due to the similarity of the moderate-income household monthly rent and the average market rate rents for the Melbourne area. This addresses any concerns related to an affordable housing developer’s ability to charge rent at the top income threshold (120%) for persons with lower household income levels below the 120% threshold.

City staff has recently reviewed the rent limitation language for affordable housing projects set forth in Appendix B, Article V, Section 4, Affordable Housing Development, and has determined that a modification to this section is appropriate to ensure that Live Local Act projects are consistent with the definition of affordability for affordable housing projects in Florida Statutes Sections 166.043/420.0004(3). In addition, this proposed modification would prevent such language from being interpreted as a form of rent control in violation of the preemptions set forth in Section 166.043, Fla. Statutes.

On April 16, 2026, the Planning and Zoning Board voted unanimously to recommend approval of the proposed ordinance.

Fiscal/Budget Impact:

N/A

Requested Action:



Approval of Ordinance No. 2026-23, based upon the findings contained in the Planning and Zoning Board memorandum.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Cheryl A. Dean, AICP, Planning Manager
Re: **Zoning Text Amendment (TEXT2026-0004): Modifications to Appendix B, Article V, Section 4, Affordable Housing Development**
Date: April 30, 2026

Owner/Applicant/Representative

- City of Melbourne

Proposed Action

Amend City Code, Appendix B, Article V, Section 4, Affordable Housing Development, to be consistent with the definition of affordable housing and application of such to Live Local Act projects as defined within Florida Statutes.

Location

This action shall apply to all properties in the City of Melbourne.

History

Following is the history of the affordable housing regulations and Live Local Act revisions:

- 1994: City Council approved changes to the Zoning Code, which defined affordable housing and created the R-1B zoning district for single-family residential development (Z-1994-721AD/Ordinance No. 1994-40).
- 2010: City Council approved amendments to affordable housing development standards by adding required percentages of affordable housing dwelling units based on income levels, and reduced building setbacks, parking requirements, and landscape buffers (FOC-2010-02/Z-2010-1154AD/LDR-2010-01/Ordinance No. 2010-14).
- 2019: City Council approved amendments to City Code, providing an impact fee deferral allowance for all impact fees assessed to affordable housing developments (FOC-2018-02/Z-2019-1285AD/Ordinance No. 2019-18).
- 2021: City Council acknowledged receipt of the State Housing Initiatives Partnership (SHIP) 2021 Annual Review and Recommendation Report and provided guidance to enact code changes to encourage the development of affordable housing (September 29, 2021).
- 2022: City Council approved amendments to City Code, providing for new development standards with incentive options for affordable housing

development, (FOC2021-0009/TEXT2021-0010/TEXT2021-0011/Ordinance No. 2022-01).

- 2022: City Council discussed additional incentives related to density bonus, density allowance and impact fee waiver for all fees excluding water and sewer.
- 2023: The Live Local Act was signed into law (eff. July 1) (CS/SB 102; Ch. 2023-17).
- 2023: City Council approved amendments to City Code in compliance with legislative mandates for affordable housing per the Live Local Act (FOC2023-0002/TEXT2023-0003/TEXT2023-0004/Ordinance No. 2023-21).
- 2024: City Council approved amendments to City Code, clarifying the provisions of affordable housing development and providing additional incentives for affordable housing development within the low- and very low-income categories (FOC2024-0001/TEXT2024-0002/TEXT2024-0003/Ordinance No. 2024-20).
- 2025: City Council approved amendments to City Code in compliance with legislative changes, by adding allowance for affordable housing in the I-1(Institutional) zoning district, restricting affordable housing development in proximity to airport runways, reducing parking requirements, clarifying the maximum density for Live Local Act developments, and restricting building height where adjacent to single-family residential homes. The code amendment also calls out specifically that affordable housing development permit shall be expedited (FOC2025-0004/TEXT2025-0011/Ordinance No. 2025-58).

Issues and Considerations

City Code has defined affordable housing consistent with the Florida Statutes 420.0004(3) definition for a number of years. During the creation of the Affordable Housing Development section of City Code (Appendix B, Article V, Section 4) in 2023, staff included a compliance and monitoring section that set forth rent limitations for households based upon the household income level. Further, a section was added specifying that “monthly tenant rent shall not exceed 30% of the household income occupying the unit unless required by local, state, or federal funding agency for low-income households or below”. This language excluded moderate-income households (80%-120%) due to the similarity of the moderate-income household monthly rent and the average market rate rents for the Melbourne area. The concern was related to the ability to charge rent at the top (120%) threshold for persons with lower household income levels below the 120% threshold.

City staff has recently reviewed the rent limitation language for affordable housing projects set forth in Appendix B, Article V, Section 4, Affordable Housing Development, and has determined that a modification to this section is appropriate to ensure that Live Local Act Projects are consistent with the definition of affordability for affordable housing projects in Florida Statutes Sections 166.043/420.0004(3). In addition, this proposed modification would prevent such language from being interpreted as a form of rent control in violation of the

preemptions set forth in Section 166.043, Fla. Statutes.

Business Impact Statement

A business impact statement is exempt from this amendment, as the proposed ordinance changes are required to comply with state law.

Finding of Consistency

The proposed modifications to amend City Code, Appendix B, Article V, Section 4, Affordable Housing Development, is 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 April 16, 2026, the Planning and Zoning Board voted unanimously to recommend approval of the proposed request.

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: Dr. Ray Shackelford, Acting Chair, Planning and Zoning Board
Re: **Finding of Consistency (FOC2026-0004), and Zoning Text Amendment (TEXT2026-0004): Modifications to Appendix B, Article V, Section 4, Affordable Housing Development**
Date: April 17, 2026
Applicant: City of Melbourne

The Planning and Zoning Board, at its regular scheduled meeting on April 16, 2026, reviewed the above-referenced request for approval of a Zoning Text Amendment.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of a Zoning Text Amendment to amend City Code Appendix B, Article V, Section 4, Affordable Housing Development, to be consistent with the definition of affordable housing and application of such to Live Local Act projects as defined within Florida Statutes. These actions were based on the findings identified below:

Findings for the Proposed Text Amendment

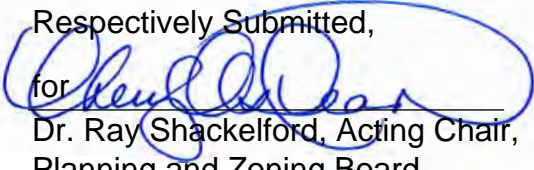
1. The proposed modifications to City Code are consistent with the goals and objectives of the Comprehensive Plan and will assist in the execution of policies within the Comprehensive Plan. The proposed revisions will implement policy language that clarifies rent income limitations for affordable housing developments within the City of Melbourne.
2. The proposed modification revises City Code to be consistent with Section 420.0004 Florida Statutes. The proposed modification removes additional limitations for individual household rent for affordable housing developments.
3. The proposed Code changes are consistent with Housing Element Policy 1.2.2, which states the City shall encourage and assist the private sector in the provision of safe, clean, and affordable housing for workforce, very-low-, low- and moderate-income households. The proposed Code modifications will assist the private sector in the provision of affordable housing by clarifying rent limitations for affordable housing developments.
4. The proposal will have no adverse effect on the City's ability to provide adequate public services and facilities. The proposed changes will assist in the implementation of City Code requirements for affordable housing.
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 clarify rent limitations for affordable housing developments, consistent with Florida Statutes.

6. The proposed changes are consistent with City Code's purpose of promoting the health, safety, education, cultural and economic welfare of the public by improving Code requirements regarding the provision of affordable housing. The proposed changes modify City Code to be consistent with Section 420.0004 Florida Statutes.

Respectively Submitted,

for


Dr. Ray Shackelford, Acting Chair,
Planning and Zoning Board

ORDINANCE NO. 2026-23

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO AFFORDABLE HOUSING DEVELOPMENT; MAKING FINDINGS; AMENDING APPENDIX B OF THE CITY CODE, ENTITLED "ZONING"; AMENDING ARTICLE V, DISTRICT REGULATIONS; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (FOC2026-0004/TEXT2026-0004)

WHEREAS, in 1994, City Council defined affordable housing in the City's Zoning Code;
and

WHEREAS, in 2010, amendments were made to affordable housing development standards by adding required percentages of affordable housing dwelling units based on income levels, and reduced building setbacks, parking requirements, and landscape buffers; and

WHEREAS, in 2023, amendments were made to City Code in compliance with legislative mandates for affordable housing per the Live Local Act; and

WHEREAS, in 2024, amendments were made to City Code, clarifying the provisions of affordable housing development and providing additional incentives for affordable housing development within the low- and very low-income categories; and

WHEREAS, amendments are being made to be consistent with the definition of affordable housing and application of such to Live Local Act projects as defined within Florida Statutes.

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 B of the City Code of Melbourne, Florida, is hereby amended to read as follows:

APPENDIX B. ZONING

* * * *

ARTICLE V. DISTRICT REGULATIONS

* * * *

Sec. 4. Affordable housing development.

* * * *

(G) *Monitoring and compliance.* Each affordable housing development will be required to provide documents to the city showing compliance of all criteria throughout the affordability period.

(1) *Income restrictions and rent limitations.*

* * * *

(b) For affordable housing development projects with rental units, the following income restrictions and rent limitations apply:

* * * *

2. Rent limitations. Monthly tenant rent shall conform with any income or rental limitation requirements of any funding source for the affordable housing development project, or if no such requirements exist, shall not exceed the amounts as annually established by the Florida Housing Finance Corporation. If the Florida Housing Finance Corporation has not established updated amounts, the community development director is authorized to set income and rental limitation requirements for rental units. ~~Further, monthly tenant rent shall not exceed 30 percent of the household income occupying the unit unless required by local, state, or federal funding agency for low income households or below.~~

* * * *

SECTION 3. Severability and Interpretation.

(a) That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such

unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

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

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

SECTION 5. That this ordinance was passed on first reading at a regular meeting of the City Council on the _____ day of _____, 2026, and adopted on the second and final reading at a regular meeting of the City Council on the _____ day of _____, 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2026-23



Melbourne City Council
May 12, 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.15.

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).



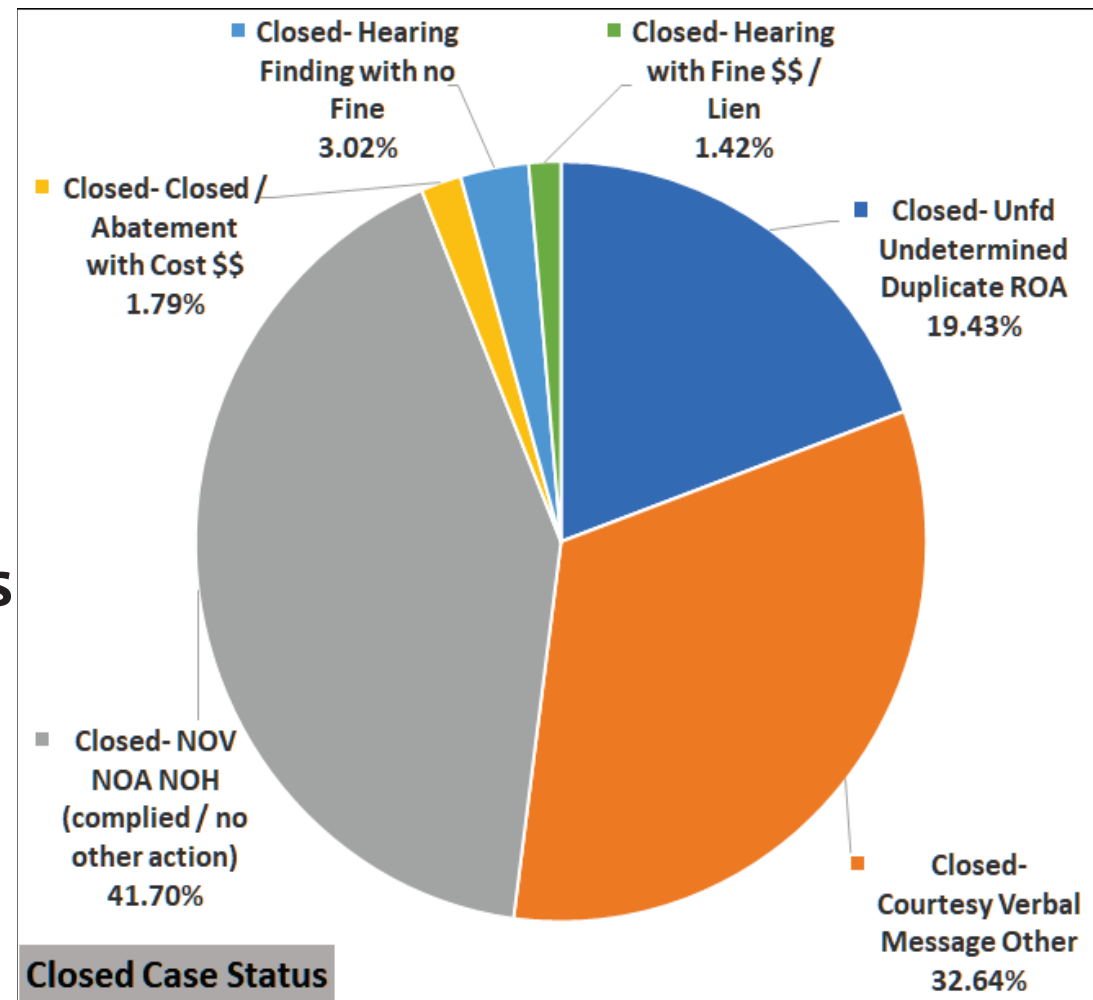
Customary Enforcement

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)



Significant Cases

1884 Jackson Avenue

- Occupied homesteaded residential property with significant scrapping activity
- May require a court injunction and court sanctioned, possibly punitive action



Significant Cases

908 Wisteria Drive

- Occupied homesteaded residential property with significant scrapping activity
- May require a court injunction and court sanctioned, possibly punitive action



Seeking Council Input & Support

Customary Enforcement Actions		Comment:
Notification-	Contact, Courtesy, Written Notice	
Simple Abatement-	Generally, Cleanup of Unoccupied Properties	95% Successful
Code Board-	Finding of Violation Order to Comply	Less than 5% of Cases
Fine & Lien-	Non-Compliance with Board Order	Less than 2% of Cases
Enhanced Enforcement Actions		Comments:
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Other	Any other legal methods provided by federal, state or local laws.	FL St Chapter 162.30



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

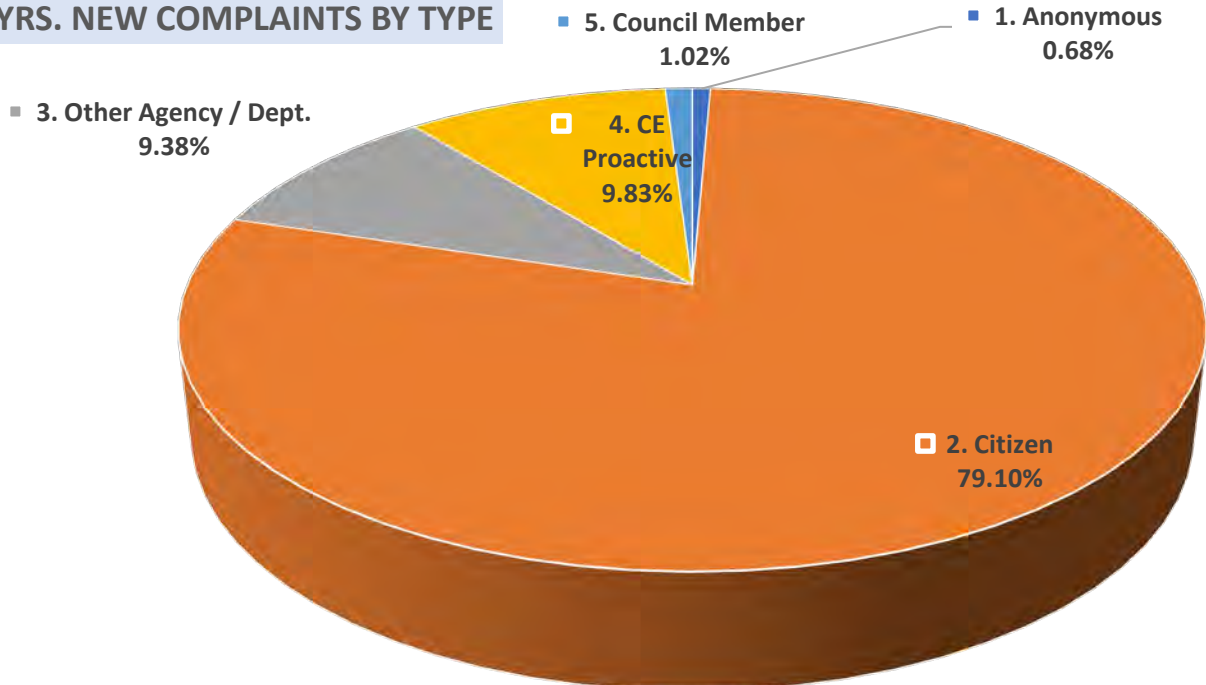
XVI. THIS YEAR'S FIELD ACTIVITY:

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
May 12, 2026
City Manager's Item Report

Department:	Police Department
Presenter:	David Gillespie, Adam Conley
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.16.

Subject:

Discussion of Electric Bicycles (e-bikes).

Background/Consideration:

Over the last few months, City Council has had several conversations regarding electric bicycles (e-bikes) at Council meetings. It was requested that a discussion item be prepared to review the applicable laws and to discuss how to address the emerging safety concerns surrounding e-bikes.

The attached memorandum from the Deputy City Attorney outlines current City regulations applicable to electric bicycles, the laws associated with electric bicycles, and the City's ability to regulate the operation of electric bicycles within City limits. Senate Bill 382 has additional State regulations regarding e-bike usage on shared pathways. Senate Bill 382 was approved by the State legislators, but the Governor has not signed the bill at this time.

The attached memorandum from the Police Chief provides guidance on how to address the safety concerns through an 'educate, inform, and enforce' approach. The education and information portions would include coordinated efforts with Brevard County Sheriff's Office and the Space Coast Transportation Planning Organization to ensure similar messaging. The memo additionally contemplates whether additional legislation is needed to restrict e-bikes beyond State law.

Fiscal/Budget Impact:

There is no fiscal impact with this item at this time.

Requested Action:

Council discussion.

MEMORANDUM

To: Adam Conley, City Attorney
From: Richard Broome, Deputy City Attorney
Date: February 3, 2026
Re: Review of law applicable to City regulation of electric bicycles

I. Purpose of Memorandum

This Memorandum was prepared in response to City Council's request that staff prepare an agenda item regarding current city regulations applicable to electric bicycles; the laws associated with electric bicycles; and the City's ability to regulate the operation of electric bicycles within city limits.

II. Definition of Electric Bicycle: Section 316.003, Fla. Statutes, "Definitions",

(23) Electric bicycle.--A bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts which meets the requirements of one of the following three classifications:

(a) "Class 1 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

(b) "Class 2 electric bicycle" means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

(c) "Class 3 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.

III. Current City Regulation of Certain Wheeled Devices.

The City of Melbourne currently has no ordinances specific to the regulation of bicycles or electric bicycles. However, the City does regulate the operation of skateboards, rollerblades, rollerskates, in-line skates, scooters or other similar devices through Chapter 56, Traffic and Motor Vehicles, Article III-Skateboarding and Similar Activities. (A copy of this Article is attached.)

IV. City's Ability to Regulate Electric Bicycles (E-bikes)

The State of Florida regulates bicycles and electric bicycles through Florida Statutes sections 316.008 (Powers of local authorities); 316.2065 (Bicycle regulations); and 316.20655 (Electric bicycle regulations). According to state law, an electric bicycle is considered a "vehicle" to the same extent as a bicycle; and, except as specifically stated in s. 316.20655, an electric bicycle or an operator of an electric bicycle shall be afforded all the rights and privileges, and be subject to, all of the duties of a bicycle or the operator of a bicycle. While these statutes establish regulations for bicycles, electric bicycles and their operators, the statutes do authorize the City to establish laws regulating certain aspects of the operation of these vehicles within the City:

1. Pursuant to s. 316.008(1)(h), the City, with respect to streets and highways under its jurisdiction and within the reasonable exercise of its police power, may regulate the operation of bicycles.
2. Pursuant to s. 316.008(7)(a) the City can enact an ordinance to permit, control, or regulate the operation of electric bicycles on sidewalks or sidewalk areas, but the ordinance must restrict these vehicles to a maximum speed of 15 miles per hour.
3. Pursuant to s. 316.20655(1), through the exercise of its powers under s. 316.008, the City may:

- a. Adopt an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under or within its jurisdiction;
 - b. Restrict or prohibit the operation of an electric bicycle on a bicycle path, multiuse path, trail network, beach or dune under its jurisdiction.
4. Pursuant to 316.20655(7), an operator may ride an electric bicycle where bicycles are allowed, including but not limited to, streets, highways, roadways, shoulders, bicycle lanes, and bicycle or multiuse paths.
 5. Pursuant to 316.20655(8), the City may set minimum age requirements to operate an electric bicycle and may require electric bicycle operators to have a government issued photo identification while operating an electric bicycle.

V. Examples of regulations enacted by other local governments

Below are examples of regulations enacted by other cities regarding the operation of electric bicycles within their jurisdictions. The particular cities and the regulations adopted by them are identified in the attachments to this Memorandum.

A. Prohibit “reckless behavior”:

Prohibits operators of bicycles, electric bicycles (E-bikes) and other wheeled devices from conducting themselves in a reckless manner so as to constitute a nuisance, safety hazard or endangerment to themselves or others. Some cities limit the prohibition of reckless operation to certain designated rights-of-way of the city and some define “reckless” as operating the device:

- at a speed in excess of 15 mph;
- willful or wanton disregard for safety of persons;
- cause an unreasonable risk of harm to persons or property;
- failing to slow to such speed as is required to safely pass a person on the sidewalk, or a speed of no more than 5 mph when passing a pedestrian;
- failure to provide audible signal before passing a pedestrian;
- operating without functional front and rear lights;
- operating without a required helmet;
- doing wheelies or trick maneuvers in close proximity to others so as to cause a risk of harm or injury.

B. Provide references to state regulations in s. 316.2065 (Bicycle regulations) and 316.20655 (Electric bicycle regulations):

1. Require that E-bikes be operated in accordance with s. 316.2065 and 316.20655, F.S., and in compliance with all traffic laws when on roadways.
2. Applies the helmet and lighting requirements from s. 316.2065, F.S., to E-bikes.
3. Require operators to yield the right of way to pedestrians and give audible warnings when passing pedestrians. (Required by s. 316.20655(10)).

C. Regulation of operation on sidewalks, and paths:

1. Prohibits E-bikes on certain paved paths and prohibits anyone under the age of 15 from operating E-bikes on bicycle lanes, bicycle paths, rights of way, roads, sidewalks or other city owned property.
2. Permit adults to operate an electric bicycle on a sidewalk if accompanying children under the age of 16 riding on the sidewalk.
3. Prohibits use of bicycles and E-bikes on sidewalks only in certain specified areas.

4. Prohibit operation on sidewalks less than 8 feet wide in commercial areas.
5. No person under the age of 11 may operate an E-bike on any sidewalks, rights-of-ways, bicycle paths, and bicycle lanes or city-owned property.
6. E-bikes that produce more than 750 watts of power are prohibited on roadways, sidewalks, rights-of-ways, bicycle paths, and bicycle lanes.
7. If sidewalks are present on both sides of roadway, use sidewalk on right side of roadway and travel same direction as adjacent vehicular traffic.

D. Set Speed limits:

1. Sets a speed limit of 10 mph for E-bikes on any sidewalk or bicycle path not immediately adjacent to a roadway. Some apply this speed limit to sidewalks generally.
2. When passing pedestrians must reduce to an idle speed (lowest speed it can operate at).
3. Speed of E-bike shall not exceed 5 mph or slow enough to avoid conflict with pedestrians in school zones when flashing.

E. Other regulations:

1. Requires government issued photo ID by all E-bike operators and must present ID to law enforcement upon request.
2. Prohibits removal of the pedals from an E-bike.
3. Must be age 16 or older to operate a class 3 E-bike on any street.

VI. Enforcement

Sections 316.2065 and 316.20655, F.S., set forth specific regulations regarding bicycles and electric bicycles and the penalties/enforcement process associated with violations of those regulations. To the extent that the City adopts the statutory regulations into City Code (i.e. helmet and light requirements, yielding the right-of-way to pedestrians, audible signals when passing) the City would enforce the penalties set forth in the statute, which is a noncriminal traffic infraction punishable as a pedestrian violation as provided in chapter 318 F.S. With regard to regulations adopted by the City beyond those set forth in these statutes, these additional regulations would be enforced in accordance with the general enforcement provisions for ordinance violations set forth in section 1-14 of the City Code. Pursuant to section 1-14, as a municipal ordinance violation, each violation of the proposed ordinance could be punishable by a fine of up to \$500 and/or incarceration of up to 60 days. Enforcement is anticipated through the court system and is considered criminal in nature.

Prosecution of municipal violations that are criminal in nature is by the State Attorney's Office. To the extent the offense is punishable by incarceration, the City must provide the indigent defendant with legal representation at no expense to the defendant. Enforcement methods of the proposed ordinance through the judicial system include (1) the issuance of a notice to appear in county court or (2) arrest for violation of municipal/county ordinances as provided for in chapter 901.

- a. Issue Notice to Appear: A notice to appear may be issued by an MPD law enforcement officer who personally observes the offense. As the violation would be irreparable, a prior warning is not required.
- b. Full Custodial Arrest: A violation of the proposed code provisions is subject to a penalty that includes the possibility of incarceration. Accordingly, violations of the provisions as presented are also generally enforceable by full custodial arrest. A full custodial arrest is authorized under chapter 901 of Florida Statutes. Importantly, the law enforcement officer must witness the violation and the arrest must be immediate or in fresh pursuit. A prior warning need not be issued for a full custodial arrest by a law enforcement officer.

Alternative Enforcement:

Upon direction of City Council, a proposed ordinance can be drafted to reflect enforcement by other non-criminal penalties and include a proposed schedule of fines to be enforced by the county court. The court retains the discretion in the amount of the fine in an amount not to exceed that set forth in the ordinance. For example, the penalty for violation of City Article III-Skateboarding and Similar Activities is:

Sec. 56-91. - Penalty for violation of article.

Any person cited for violation of this article shall be deemed to be charged with a noncriminal violation and shall be assessed a \$48.00 civil penalty or such other amount established by the county clerk of circuit court's office in accordance with the county's traffic hearing program.

To the extent the possibility of incarceration is deleted (leaving only the possibility of a fine), the offense would no longer be deemed criminal in nature (eliminating the possibility of arrest, the involvement of the State Attorney's Office and the need for a public defender). As an offense that is not criminal in nature, the City could engage counsel to represent the City in court, or the City could rely upon the police officers to handle the prosecution without the assistance of counsel, similar to the enforcement of traffic violations. Either way, a contested citation would require the attendance of police officers in court to provide testimony and evidence regarding the violations.

Examples of enforcement measures adopted by local governments:

1. A \$100 fine and increased penalties for repeat violations. Says parents are responsible for payment.
2. A \$100 fine for violations on sidewalk; \$50 for other violations after warning.
3. Violations by persons age 16 or older enforced by a civil citation subject to appeal to city's special magistrate; violations by persons under age 16 may be first handled by intervention by the citing police officer with the parents with subsequent violations enforced via civil citations issued to the parents subject to appeal to the magistrate.
4. A \$50 fine first violation; \$100 second violation; \$250 third and subsequent violations.
5. In the event that a person under the age of 18 is warned or issued a citation, a copy shall be mailed to the parent or guardian with a notice that the parent or guardian may be subject to a civil penalty as described in the Article.
6. Offender may pay or request a hearing before the city's Special Magistrate.
7. If payment is not received, a certified copy of order imposing a fine will be recorded in the public records and may be referred to a collection agency.
8. Enforced as non-criminal infractions of city code with the amount of penalties for violations set by code.

Current City of Melbourne Code

ARTICLE III. - SKATEBOARDING AND SIMILAR ACTIVITIES

Sec. 56-89. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Eau Gallie redevelopment area means generally that area located west of the Indian River Lagoon, south of Creel Street, east of the FEC Railway, and north of Montreal Avenue (Eau Gallie Boulevard).

Melbourne Redevelopment Area means generally that area located south of Seminole Avenue, west of the Indian River Lagoon, north of Crane Creek, and east of the intersection of New Haven/Strawbridge Avenues.

Rollerblades, rollerskates, or in-line skates means footwear designed with a set of wheels or runner for gliding over surfaces.

Scooter means either a foot-operated device consisting of a footboard mounted between two wheels with an upright steering handle, or a motorized device not having a seat or saddle for the use of the rider and designed to travel on not more than three wheels, and not capable of propelling the device at a speed greater than 30 miles per hour on level ground.

Skateboard means a board or similar device mounted on wheels.

Sec. 56-90. - Regulations.

(a) It shall be unlawful for any person to operate or ride skateboards, rollerblades, rollerskates, in-line skates, scooters, or other similar devices, as follows:

- (1) In Campbell Park and Holmes Park.
- (2) On any public property where signs are posted prohibiting such use.
- (3) On sidewalks immediately in front of businesses in the city redevelopment and Eau Gallie redevelopment areas.
- (4) In any manner which damages property. For example, they may not be operated on benches, planters, railings, decorative brick areas, etc.
- (5) On private property, unless permission has been given by the owner, lessee or person in charge of the property.

(b) Persons operating skateboards, rollerblades, rollerskates, in-line skates, scooters, or other similar devices shall yield the right-of-way to pedestrians using city sidewalks and shall not otherwise endanger or interfere with pedestrian traffic on those sidewalks.

Sec. 56-91. - Penalty for violation of article.

Any person cited for violation of this article shall be deemed to be charged with a noncriminal violation and shall be assessed a \$48.00 civil penalty or such other amount established by the county clerk of circuit court's office in accordance with the county's traffic hearing program.

Florida Statutes

Section 316.008, F.S., “Powers of local authorities”

(1) The provisions of this chapter (Chapter 316 “State Uniform traffic Control”), shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, from:

(h) Regulating the operation of bicycles.

(7)(a) “A county or municipality may enact an ordinance to permit, control, or regulate the operation of vehicles, ...electric bicycles, ... on sidewalks or sidewalk areas when such use is permissible under federal law. The ordinance must restrict such vehicles or devices to a maximum speed of 15 miles per hour in such areas.”

Section 316.2065, Florida Statutes, “Bicycle regulations”

(1) Every person propelling a vehicle by human power has all of the rights and all of the duties applicable to the driver of any other vehicle under this chapter, except as to special regulations in this chapter, and except as to provisions of this chapter which by their nature can have no application.

(2) A person operating a bicycle may not ride other than upon or astride a permanent and regular seat attached thereto unless the bicycle was designed by the manufacturer to be ridden without a seat.

(3)(a) A bicycle may not be used to carry more persons at one time than the number for which it is designed or equipped, except that an adult rider may carry a child securely attached to his or her person in a backpack or sling.

(b) Except as provided in paragraph (a), a bicycle rider must carry any passenger who is a child under 4 years of age, or who weighs 40 pounds or less, in a seat or carrier that is designed to carry a child of that age or size and that secures and protects the child from the moving parts of the bicycle.

(c) A bicycle rider may not allow a passenger to remain in a child seat or carrier on a bicycle when the rider is not in immediate control of the bicycle.

(d) A bicycle rider or passenger who is under 16 years of age must wear a bicycle helmet that is properly fitted and is fastened securely upon the passenger's head by a strap and that meets the federal safety standard for bicycle helmets, final rule, 16 C.F.R. part 1203. As used in this subsection, the term “passenger” includes a child who is riding in a trailer or semitrailer attached to a bicycle.

(e) Law enforcement officers and school crossing guards may issue a bicycle safety brochure and a verbal warning to a bicycle rider or passenger who violates this subsection. A bicycle rider or passenger who violates this subsection may be issued a citation by a law enforcement officer and assessed a fine for a pedestrian violation, as provided in [s. 318.18](#). The court shall dismiss the charge against a bicycle rider or passenger for a first violation of paragraph (d) upon proof of purchase of a bicycle helmet that complies with this subsection.

(4) No person riding upon any bicycle, coaster, roller skates, sled, or toy vehicle may attach the same or himself or herself to any vehicle upon a roadway. This subsection does not prohibit attaching a bicycle trailer or bicycle semitrailer to a bicycle if that trailer or semitrailer is commercially available and has been designed for such attachment.

(5)(a) A person operating a bicycle upon a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing must ride in the bicycle lane or, if there is no bicycle lane on the roadway, as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:

1. When overtaking and passing another bicycle or vehicle proceeding in the same direction.
2. When preparing for a left turn at an intersection or into a private road or driveway.
3. When reasonably necessary to avoid any condition or potential conflict, including, but not limited to, a fixed or moving object, parked or moving vehicle, bicycle, pedestrian, animal, surface hazard, turn lane, or substandard-width lane, which makes it unsafe to continue along the right-hand curb or edge or within a bicycle lane. For the purposes of this subsection, a "substandard-width lane" is a lane that is too narrow for a bicycle and another vehicle to travel safely side by side within the lane.

(b) A person operating a bicycle upon a one-way highway with two or more marked traffic lanes may ride as near the left-hand curb or edge of such roadway as practicable.

(6)(a) Persons riding bicycles upon a roadway or in a bicycle lane may not ride more than two abreast except on a bicycle path. Persons riding two abreast may not impede traffic when traveling at less than the normal speed of traffic at the time and place and under the conditions then existing and must ride within a single lane. Where bicycle lanes exist, persons riding bicycles may ride two abreast if both are able to remain within the bicycle lane. If the bicycle lane is too narrow to allow two persons riding bicycles to ride two abreast, the persons must ride single-file and within the bicycle lane. On roads that contain a substandard-width lane as defined in subparagraph (5)(a)3., persons riding bicycles may temporarily ride two abreast only to avoid hazards in the roadway or to overtake another person riding a bicycle.

(b) When stopping at a stop sign, persons riding bicycles in groups, after coming to a full stop and obeying all traffic laws, may proceed through the stop sign in a group of 10 or fewer at a time. Motor vehicle operators must allow one such group to travel through the intersection before moving forward.

(7) Every bicycle in use between sunset and sunrise shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear. A bicycle or its rider may be equipped with lights or reflectors in addition to those required by this section. A law enforcement officer may issue a bicycle safety brochure and a verbal warning to a bicycle rider who violates this subsection or may issue a citation and assess a fine for a pedestrian violation as provided in [s. 318.18](#). The court shall dismiss the charge against a bicycle rider for a first violation of this subsection upon proof of purchase and installation of the proper lighting equipment.

(8) No parent of any minor child and no guardian of any minor ward may authorize or knowingly permit any such minor child or ward to violate any of the provisions of this section.

(9) A person propelling a vehicle by human power upon and along a sidewalk, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a pedestrian under the same circumstances.

(10) A person propelling a bicycle upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

(11) No person upon roller skates, or riding in or by means of any coaster, toy vehicle, or similar device, may go upon any roadway except while crossing a street on a crosswalk; and, when so crossing, such person shall be granted all rights and shall be subject to all of the duties applicable to pedestrians.

(12) This section shall not apply upon any street while set aside as a play street authorized herein or as designated by state, county, or municipal authority.

(13) Every bicycle shall be equipped with a brake or brakes which will enable its rider to stop the bicycle within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement.

(14) A person engaged in the business of selling bicycles at retail shall not sell any bicycle unless the bicycle has an identifying number permanently stamped or cast on its frame.

(15)(a) A person may not knowingly rent or lease any bicycle to be ridden by a child who is under the age of 16 years unless:

1. The child possesses a bicycle helmet; or
2. The lessor provides a bicycle helmet for the child to wear.

(b) A violation of this subsection is a nonmoving violation, punishable as provided in [s. 318.18](#).

(16) The court may waive, reduce, or suspend payment of any fine imposed under subsection (3) or subsection (15) and may impose any other conditions on the waiver, reduction, or suspension. If the court finds that a person does not have sufficient funds to pay the fine, the court may require the performance of a specified number of hours of community service or attendance at a safety seminar.

(17) Notwithstanding [s. 318.21](#), all proceeds collected pursuant to [s. 318.18](#) for violations under paragraphs (3)(e) and (15)(b) shall be deposited into the State Transportation Trust Fund.

(18) The failure of a person to wear a bicycle helmet or the failure of a parent or guardian to prevent a child from riding a bicycle without a bicycle helmet may not be considered evidence of negligence or contributory negligence.

(19) Except as otherwise provided in this section, a person who violates this section commits a noncriminal traffic infraction, punishable as a pedestrian violation as provided in chapter 318. A law enforcement officer may issue traffic citations for a violation of subsection (3) or subsection (15) only if the violation occurs on a bicycle path or road, as defined in [s. 334.03](#). However, a law enforcement officer may not issue citations to persons on private property, except any part thereof which is open to the use of the public for purposes of vehicular traffic.

Section 316.20655, Florida Statutes, "Electric bicycle regulations"

(1) "Except as otherwise provided in this section, an electric bicycle or an operator of an electric bicycle shall be afforded all the rights and privileges, and be subject to all the duties, of a bicycle or the operator of a bicycle, including s. 316.2065 ("Bicycle regulations"). An electric bicycle is a vehicle to the same extent as a bicycle. However, this section may not be construed to prevent a local government, through the exercise of its powers under s. 316.008, from adopting an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under or within the local government's jurisdiction; to prevent a municipality, county, or agency of the state having jurisdiction over a bicycle path, multiuse path, or trail network from restricting or prohibiting the operation of an electric bicycle on a bicycle path, multiuse path, or trail network ; or to prevent a municipality, county, or agency of the state having jurisdiction over a beach as defined in s. 161.54(3) or a dune as defined in s. 161.54(4) from restricting or prohibiting the operation of an electric bicycle on such beach or dune.

(2) An electric bicycle or an operator of an electric bicycle is not subject to the provisions of law relating to financial responsibility, driver or motor vehicle licenses, vehicle registration, title certificates, off-highway motorcycles, or off-highway vehicles.

(3) Beginning January 1, 2021, manufacturers and distributors of electric bicycles shall apply a label that is permanently affixed in a prominent location to each electric bicycle. The label must contain the classification number, top assisted speed, and motor wattage of the electric bicycle.

- (4) A person may not tamper with or modify an electric bicycle so as to change the motor-powered speed capability or engagement of an electric bicycle, unless the label indicating the classification number required in subsection (3) is replaced after such modification.
- (5) An electric bicycle must comply with the equipment and manufacturing requirements for bicycles adopted by the United States Consumer Product Safety Commission under 16 C.F.R. part 1512.
- (6) An electric bicycle must operate in a manner so that the electric motor is disengaged or ceases to function when the rider stops pedaling or when the brakes are applied.
- (7) An operator may ride an electric bicycle where bicycles are allowed, including, but not limited to, streets, highways, roadways, shoulders, bicycle lanes, and bicycle or multiuse paths.
- (8) A local government may adopt an ordinance providing one or more minimum age requirements to operate an electric bicycle and may adopt an ordinance requiring an operator of an electric bicycle to possess a government-issued photographic identification while operating the electric bicycle.
- (9) A local government may provide training on the safe operation of electric bicycles and compliance with the traffic laws of this state that apply to electric bicycles.

Summary of Regulations Adopted by Certain Other Municipalities

City of Winter Garden

Ordinance 26-05 adopted January 8, 2026. The ordinance:

- prohibits the operators of bicycles, electric bicycles and other wheeled devices from conducting themselves in such a manner as to constitute a nuisance, safety hazard or endangerment to themselves or others;
 - prohibits their use on sidewalks less than 8 feet wide in commercial areas;
 - requires E-bikes to be operated in accordance with 316.2065 and 316.20655 and in compliance with traffic laws when on roadways;
 - applies the helmet and lighting requirements from 316.2065 to E-bikes;
 - sets a speed limit of 10 mph for E-bikes on any sidewalk or bicycle path not immediately adjacent to a roadway and requires them to yield row to pedestrians and give audible warnings when passing;
 - prohibits E-bikes on certain paved paths and prohibits anyone under the age of 15 from operating E-bikes on bicycle lanes, bicycle paths, rights of way, roads, sidewalks or other city owned property;
 - requires government issued photo ID by all E-bike operators and must present ID to law enforcement upon request;
- Enforcement:
- In addition to other penalties authorized in Code or by statute, includes a \$100 fine and increased penalties for repeat violations. Says parents are responsible for payment;
 - additional regulations for motorized scooters.

City of Fort Myers Beach

Ordinance 25-03 adopted June 2, 2025. The ordinance:

- included electric bicycles under the equipment regulations and prohibition on use of listening devices (except hearing aids) that apply to bicycles;
- prohibits use of bicycles and electric bikes on certain sidewalks and imposes certain operation requirements for safety;

- allows operation of electric bicycles on sidewalks under certain conditions:
 - cannot endanger safety of pedestrians;
 - comply with all laws applicable to bicycles and bicycle operators;
 - maximum speed of 15 mph on sidewalks
 - yield right of way to pedestrians and audible signals required when passing pedestrians;
 - when passing pedestrians must reduced to an idle speed-lowest speed it can operate at;
 - if sidewalks are present on both sides of roadway, use sidewalk on right side of roadway and travel same direction as adjacent vehicular traffic.

Penalty-\$100 fine for violations on sidewalk; \$50 for other violations after warning.

City of Palm Coast

Ordinance 2025-18 adopted October 7, 2025. The ordinance:

- requires that bicycles comply with 316.2065, Bicycle regulations, and lighting requirements;
- E-bikes shall be operated consistent with 316.2065, Bicycle regulations and 316.20655, Electrical Bicycle regulations
- allows E-bikes on bicycle lanes, bicycle paths, roadways and sidewalks consistent with the ordinance;
- E-bikes must be operated safely, yielding to pedestrians, due care and speed, audible signals when passing pedestrians;
- E-bikes that produce more than 750 watts of power are prohibited on roadways, sidewalks, rights-of-ways, bicycle paths, and bicycle lanes;
- no person under the age of 11 may operate an E-bike on any sidewalks, rights-of-ways, bicycle paths, and bicycle lanes or city-owned property;
- any person operating an E-bike shall carry a government issued photographic identification and present it upon lawful request of a law enforcement officer;
- speed of E-bike shall not exceed 5 mph or slow enough to avoid conflict with pedestrians in school zones when flashing;
- persons under age 16 must wear helmets on bicycles and E-bikes.

Penalty-\$100 fine.

City of Cocoa Beach

Ordinance 1700 adopted 2025. The ordinance:

- prohibits bicycles, electric bicycles, personal mobility devises, etc. from being operated on a designated right-of-way of the city in a reckless manner;
- defines reckless as operating the device:
 - at a speed in excess of 15 mph
 - willful or wanton disregard for safety of persons;
 - cause an unreasonable risk of harm to persons or property;
 - failing to slow to such speed as is required to safely pass a person on the sidewalk, or no more than 5 mph when passing a pedestrian;
 - failure to provide audible signal before passing a pedestrian;
 - operating without functional front and rear lights;
 - operating without required helmet;

-doing wheelies or trick maneuvers in close proximity to others so as to cause a risk of harm or injury.

Enforcement: Violations by persons age 16 or older enforced by a civil citation subject to appeal to city's special magistrate; violations by persons under age 16 may be first handled by intervention by the citing police officer with the parents with subsequent violations enforced via civil citations issued to the parents subject to appeal to the magistrate. Fees to be set by resolution.

City of Indian Harbour Beach

Ordinance 2025-07 adopted October 28, 2025. The ordinance:

- establishes operational requirements for bicycles consistent with section 316.2065;
- prohibits removal of the pedals from an electric bicycle;
- speed limit of 10 mph on sidewalks;
- must be age 16 or older to operate a class 3 electric bicycle on any street;
- prohibits operating devices in a reckless manner defined in the same way as Cocoa Beach but speed limit is 10 mph.

Enforcement:

- \$50 first violation; \$100 second violation; \$250 third and subsequent violations;
- in the event that a person under the age of 18 is warned or issued a citation, a copy shall be mailed to the parent or guardian with a notice that the parent or guardian may be subject to a civil penalty as described in the Article;
- offender may pay or request a hearing before the city's Special Magistrate;
- if payment is not received, a certified copy of order imposing a fine will be recorded in the public records and may be referred to a collection agency.

City of Vero Beach

Ordinance 2026-01 adopted January 27, 2026. The ordinance:

- Persons 16 years of age and older are prohibited from operating electric bicycles on sidewalks. They must operate them in bicycle lanes;
- Adults may ride electric bicycles on sidewalk if accompanying children under the age of 16 who are riding;
- Persons under the age of 16 are prohibited from riding a Class 3 electric bicycle on public roads, bicycle paths, and shared roadways/pathways;
- Electric bicycles must stop for stopped school buses.
- Requires bicyclists to obey instructions applicable to pedestrians at signalized intersections.

Enforcement:

- Violations are enforced as non-criminal infractions of city code; amount of penalty is set forth in City Code 1-14.

City of Satellite Beach

At a recent workshop, the police department offered the following proposed changes to the Code:

- may not operate any bicycle on a sidewalk at a speed greater than 10 mph, or other speed measures;
- cannot ride in any manner that disregards the safety of another;
- operators of class 3 E-bikes must be age 16 or older;
- no wheelies or trick in close proximity of others.



MELBOURNE POLICE DEPARTMENT

David Gillespie, Chief of Police

OFFICE OF THE CHIEF OF POLICE

To: Jenni Lamb
City Manager

From: David Gillespie
Chief of Police

Subject: E-Bike Ordinance Recommendations

Date: April 13, 2026

The purpose of this memorandum is to provide guidance regarding the evergrowing concern about the safety of ebikes in our community. As the use of ebikes continues to grow there is increasing concern about the safety for riders, other pedestrians and their involvement in vehicle crashes. A recent review of police department data shows that from January 1, 2025 – March 30, 2026, ebikes were involved in 41 crashes, including one fatality.

As a result of the ebike trend throughout the state, some municipalities' have enacted new ordinances to address ebike safety (see attached worksheet). The state of Florida is also working to pass legislation that will help define what an ebike is and place speed restrictions when operating an ebike within 50 feet of another individual.

As we evaluate ways to address this emerging problem, it is my recommendation that we have a three pronged approach to 1) Educate, 2) Inform, and 3) Enforce. The approach will ensure our community is safe and minimize the dangers associated with ebikes. First, we must educate the community on the problem ebikes are causing in our community. This would include statistics regarding accidents as well as defining what constitutes an ebike. There are similar vehicles that may resemble ebikes but have more power and are illegal. Second we must inform the community of the rules, laws and safety of ebikes. This can be accomplished through social media, public service announcements, the TPO and other community outlets. Third, we must conduct enforcement through warnings and citations.

Lastly, we have to determine if it would be advantageous to enact legislation, via a local ordinance, that would further restrict ebikes beyond the state law. Some municipalities have created new ordinances to address ebikes and achieved limited success. I believe if we do a robust educational campaign and follow state law it will be simpler for the community to understand the law, be consistent with state regulations and provide police with an avenue to conduct enforcement when appropriate.



Florida law clearly establishes definitions, classifications, and operational standards for e-bikes, including where they may be operated and the conditions under which they are treated similarly to traditional bicycles. The state's framework is comprehensive and designed to ensure consistency across jurisdictions while promoting safety and accessibility.

After reviewing the legislation and evaluating local enforcement considerations, my recommendation is that the City align directly with the State of Florida's e-bike statutes without creating additional municipal restrictions or deviations at this time. Following the state framework will provide clarity for residents, reduce regulatory confusion, and support consistent enforcement practices by the Police Department.

We have also benchmarked policies and proposed ordinances from several other municipalities. Based on these comparisons and our own operational experience, I do not believe a new local ordinance is necessary at this time. The existing state legislation is sufficient for our current needs. Should conditions change or should we encounter issues not adequately addressed by state law, we can revisit the question of drafting a supplemental ordinance in the future if warranted.

I am available to discuss further should you have any questions.

City by City Breakdown

City	Minimum Age	Sidewalk Rules	Beach/Path Restrictions
Satellite Beach	16+ for class 3 on streets	Same as State	Prohibited on Beach/Dune
Indian Harbor Beach	Same as State	Same as State	Not Specified
Cocoa Beach	Same as State	Same as State	Same as State
West Melbourne*	Same as State	Same as State	Same as State
Vero Beach (Indian River)	16+ for class 3	16+ Prohibited on Sidewalk if Bike Lane	Same as State
Winter Garden (Orange)	15+ to Operate	10 mph limit	Class 1 + 2 Allowed on West Orange Trail. Class 3 Restricted
Fort Myers (Lee)	Same as State	Prohibited on Downtown Sidewalks	Same as State
Palm Coast (Flagler)	11+ Street/Sidewalk/Paths	Same as State	Off-road e-bikes restricted

* denotes no official ordinance enacted

City by City Breakdown Continued

City	Helmet Requirement	Other Rules	Fines/Penalties
Satellite Beach	Same as State	No Mods. Banned Reckless Behavior	From \$50-250 escalating. Parent Liability for minors
Indian Harbor Beach	Same as State	No Off Highway Vehicles	Same as State
Cocoa Beach	Same as State	Same as State	Warnings First
West Melbourne *	Same as State	Same as State	Same as State
Vero Beach (Indian River)	Same as State	Can't Ride on Sidewalk if a Bike Lane is Available	Warnings First
Winter Garden (Orange)	Required for All Riders	ID required for all. No Sidewalk in Certain Areas	\$100/per Violation with Parent Liability
Fort Myers (Lee)	Same as State	Same as State	Same as State
Palm Coast (Flagler)	11+ Required Street/Sidewalk/Path	Must Carry Photo/School Identification	Up to \$100 fine. Possibly Impound

* denotes no official ordinance enacted



FLORIDA E-BIKE & BICYCLE LAWS

(MELBOURNE & BREVARD COUNTY)

Florida law treats e-bikes just like regular bicycles. That means you have the same rights—and the same responsibilities.

THREE CLASSES OF E-BIKES

CLASS 1



Pedal-assist only,
up to 20 mph

CLASS 2



Throttle-assist,
up to 20 mph

CLASS 3



Pedal-assist only,
up to 28 mph

- ✓ You can ride them anywhere bicycles are allowed
- ✓ No license or registration needed

⚠ **But safety still matters:**



IMPORTANT:

Local cities like Melbourne may have additional rules—so always check before you ride.

ALWAYS CHECK BEFORE YOU RIDE!



Helmets are required for riders under 16 (and recommended for everyone)



Follow the rules of the road



Always yield to pedestrians





WHAT MAKES IT A LEGAL E-BIKE?

Statute: F.S. 316.003(23)

To stay in the “bicycle” category, the bike must meet specific builds.

THE REQUIREMENTS:

Power:

The motor must be under **750 watts**. Anything more is considered a motor vehicle (e-moto).


**750W
OR LESS**



Features:

It must have fully functional **pedals** and a permanent seat/saddle.

CLASS 1

- ✓ Functional 
- ✓ Pedals
- ✓ Permanent seat/saddle






RIDING ON SIDEWALKS


Statute: F.S. 316.2065(9)


On a sidewalk, you have the same rights and duties as a pedestrian.

WHAT IT MEANS FOR YOU:

 **Yield:** You must always let walkers go first.




 **Yield:** You must always let walkers go first.

 **Speak Up:** You must give an audible warning (like a bell or "On your left!") before passing someone.



 **Yield:** You must always let walkers go first.

 **Speak Up:** You must give an audible warning (like a bell or "On your left!!") before passing someone.



SENATE BILL 382

EFFECTIVE JULY 1, 2026



Shared pathway not adjacent to the road (park or recreational area)

- ✔ Yield to pedestrians
- 🔔 Shall give an audible

On sidewalk or other area designated for pedestrians

- 🚫 10 MAX Slow to 10 mph max within 50 feet of a pedestrian



VIOLATIONS ARE A NON-MOVING VIOLATION (\$119)



Melbourne City Council
May 12, 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.17.a.

Subject:

Request for waiver of Florida Statutes for John Huy, Affordable Housing Advisory Committee

Background/Consideration:

Florida Statutes, Sections 112.313(3) (doing business with one's own agency) and 112.313(7) (conflicting employment or contractual relationships) prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards.

Section 112.313(12), Florida Statutes, states that the requirements of subsections (3) and (7), as they pertain to persons serving on advisory boards, may be waived in a particular instance upon a full disclosure of the transaction or relationship to the City Council prior to the waiver and an affirmative vote in favor of the waiver by two-thirds vote of the City Council.

John Huy is a current member of the Affordable Housing Advisory Committee whose term will expire on May 12, 2026. Mr. Huy has filed an application to be reappointed to the Committee; however, Mr. Huy has an active and potential conflicting employment or contractual relationship with the City as the Owner and Operator of Jobear Contracting Inc., which is an active vendor to the City of Melbourne. A full disclosure of Mr. Huy's potential conflicting employment or contractual relationships is detailed in the memo included in the agenda package.

Form 4A - Disclosure of Business Transaction, Relationship or Interest has been prescribed by the Commission on Ethics for such disclosure. Part A of the form identifies who the conflicting relationship applies to; the transaction or relationship for which the waiver is sought; the business entity that is doing business with the City; and the relationship of the advisory board member to the business entity so named. Mr. Huy has filed Form 4A with the City Clerk's Office, and an executed form is included within the agenda package. For information, Mr. Huy was granted this waiver in September 2025 for transactions in Fiscal Year 2026; however, it is staff's practice to also bring forward this waiver request at the time of a members' reappointment.

Should Council deny the waiver request, Mr. Huy must then make a decision on whether to maintain his volunteer advisory board member relationship with the City or his business' contractual relationship with the City.

The requested waiver would be for transactions that occur during the remainder of Fiscal Year 2026 (through September 30, 2026) related to the contractual relationship that is disclosed within the



agenda package. Council would have to approve another waiver for any transaction that falls outside of the aforementioned relationship or Fiscal Year.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of the exemption request and, pursuant to Section 112.313(12), Florida Statutes, waiver of the provisions of Sections 112.313(3) and 112.313(7), Florida Statutes, on behalf of John Huy as a member of the Affordable Housing Advisory Committee regarding his relationship with Jobear Contracting, Inc. and its existing scope of business with the City, including technical support and various repair/maintenance services for the remainder of Fiscal Year 2026.

Memorandum

To: Jenni Lamb, City Manager
From: Kevin McKeown, City Clerk
Date: May 12, 2026
Re: Florida Statute Waiver Requests from Volunteer Advisory Board Members

Background

Sections 112.313(3) (doing business with one's own agency) and 112.313(7) (conflicting employment or contractual relationships), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards.

Section 112.313(12), Florida Statutes, states that the requirements of subsections (3) and (7), as they pertain to persons serving on advisory boards, may be waived in a particular instance upon a full disclosure of the transaction or relationship to the City Council prior to the waiver and an affirmative vote in favor of the waiver by two-thirds vote of the City Council.

John Huy, member of the Affordable Housing Advisory Committee, has been identified as being public officers and having an active potential conflicting employment or contractual relationship with the city under subsections (3) and (7). For purposes of a full disclosure of those potential relationships, I have summarized our findings below.

John (Trey) Huy, Affordable Housing Advisory Committee

Mr. Huy has been a member of the Affordable Housing Advisory Committee since May 2021. Mr. Huy also serves as President/Director of Jobear Contracting, Inc., an active Florida corporation and active city vendor (#51557). The following is a summary of the business that has been transacted between the city and Jobear Contracting, Inc. since Mr. Huy's appointment as an advisory board member:

- Since FY2021, approximately \$2.55 million has been paid to Jobear Contracting, Inc.
- Departments/divisions doing business with Jobear Contracting, Inc. include Engineering, Traffic Engineering, Water Distribution and the Melbourne Orlando International Airport.

- Work performed by Jobear Contracting, Inc. relates to road repairs and other heavy construction projects and has been completed following all of the proper city procurement rules, including competitive solicitation and approved contracts by either the City Council or City Manager.

Consideration of Exemptions

Pursuant to Section 112.313(12) Florida Statutes, the advisory board members mentioned above are requesting that City Council waive any potential conflict from subsections (3) and (7) pertaining to their service as advisory board members and relationships with entities that do business with the City of Melbourne. In order to waive the previously cited statutory provisions, an affirmative vote of five members of City Council is required. Such an affirmative vote would allow each of the members to continue their volunteer service on their respective advisory boards as well as maintain their business relationships with the city. If Council does not approve the waiver request for one or all of the advisory board members listed above, each member will need to consider whether to resign from their respective advisory board or to cease their business relationship with the city.

Recommendation

Approval of the exemption request and, pursuant to Section 112.313(12), Florida Statutes, waiver of the provisions of Sections 112.313(3) and 112.313(7), Florida Statutes, on behalf of John (Trey) Huy as a member of the Affordable Housing Advisory Committee regarding his relationship with Jobear Contracting, Inc. and its existing competitively-bid scope of work through FY2026.

The Florida Senate

2024 Florida Statutes

<u>Title X</u> PUBLIC OFFICERS, EMPLOYEES, AND RECORDS	<u>Chapter 112</u> PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS <u>Entire Chapter</u>	SECTION 313 Standards of conduct for public officers, employees of agencies, and local government attorneys.
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112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys. —

(1) **DEFINITION.** — As used in this section, unless the context otherwise requires, the term “public officer” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

(2) **SOLICITATION OR ACCEPTANCE OF GIFTS.** — No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

(3) **DOING BUSINESS WITH ONE’S AGENCY.** — No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer’s or employee’s spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer’s or employee’s spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer’s or employee’s own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator’s place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- (a) October 1, 1975.
- (b) Qualification for elective office.
- (c) Appointment to public office.
- (d) Beginning public employment.

(4) **UNAUTHORIZED COMPENSATION.** — No public officer, employee of an agency, or local government attorney or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer, employee, or local government attorney knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.

(5) **SALARY AND EXPENSES.** — No public officer shall be prohibited from voting on a matter affecting his or her salary, expenses, or other compensation as a public officer, as provided by law. No local government attorney shall be prevented from considering any matter affecting his or her salary, expenses, or other compensation as the local government attorney, as provided by law.

(6) **MISUSE OF PUBLIC POSITION.** — No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. [104.31](#).

(7) **CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.** —

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency is not prohibited by this subsection or deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section, including conduct that violates subsections (6) and (8), is deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

(8) DISCLOSURE OR USE OF CERTAIN INFORMATION.—A current or former public officer, employee of an agency, or local government attorney may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

(9) POSTEMPLOYMENT RESTRICTIONS; STANDARDS OF CONDUCT FOR LEGISLATORS AND LEGISLATIVE EMPLOYEES.—

(a)1. It is the intent of the Legislature to implement by statute the provisions of s. 8(e), Art. II of the State Constitution relating to legislators, statewide elected officers, appointed state officers, and designated public employees.

2. As used in this paragraph:

a. “Employee” means:

(I) Any person employed in the executive or legislative branch of government holding a position in the Senior Management Service as defined in s. [110.402](#) or any person holding a position in the Selected Exempt Service as defined in s. [110.602](#) or any person having authority over policy or procurement employed by the Department of the Lottery.

(II) The Auditor General, the director of the Office of Program Policy Analysis and Government Accountability, the Sergeant at Arms and Secretary of the Senate, and the Sergeant at Arms and Clerk of the House of Representatives.

(III) The executive director and deputy executive director of the Commission on Ethics.

(IV) An executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, analyst, or attorney of the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, Senate Minority Party Office, House Majority Party Office, or House Minority Party Office; or any person, hired on a contractual basis, having the power normally conferred upon such persons, by whatever title.

(V) The Chancellor and Vice Chancellors of the State University System; the general counsel to the Board of Governors of the State University System; and the president, provost, vice presidents, and deans of each state

university.

(VI) Any person, including an other-personal-services employee, having the power normally conferred upon the positions referenced in this sub-subparagraph.

b. "Appointed state officer" means any member of an appointive board, commission, committee, council, or authority of the executive or legislative branch of state government whose powers, jurisdiction, and authority are not solely advisory and include the final determination or adjudication of any personal or property rights, duties, or obligations, other than those relative to its internal operations.

c. "State agency" means an entity of the legislative, executive, or judicial branch of state government over which the Legislature exercises plenary budgetary and statutory control.

3.a. No member of the Legislature, appointed state officer, or statewide elected officer shall personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or member for a period of 2 years following vacation of office. No member of the Legislature shall personally represent another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals or in settlement negotiations after the filing of a lawsuit.

b. For a period of 2 years following vacation of office, a former member of the Legislature may not act as a lobbyist for compensation before an executive branch agency, agency official, or employee. The terms used in this sub-subparagraph have the same meanings as provided in s. [112.3215](#).

4. An agency employee, including an agency employee who was employed on July 1, 2001, in a Career Service System position that was transferred to the Selected Exempt Service System under chapter 2001-43, Laws of Florida, may not personally represent another person or entity for compensation before the agency with which he or she was employed for a period of 2 years following vacation of position, unless employed by another agency of state government.

5. Any person violating this paragraph shall be subject to the penalties provided in s. [112.317](#) and a civil penalty of an amount equal to the compensation which the person receives for the prohibited conduct.

6. This paragraph is not applicable to:

a. A person employed by the Legislature or other agency prior to July 1, 1989;

b. A person who was employed by the Legislature or other agency on July 1, 1989, whether or not the person was a defined employee on July 1, 1989;

c. A person who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994;

d. A person who has reached normal retirement age as defined in s. [121.021\(29\)](#), and who has retired under the provisions of chapter 121 by July 1, 1991; or

e. Any appointed state officer whose term of office began before January 1, 1995, unless reappointed to that office on or after January 1, 1995.

(b) In addition to the provisions of this part which are applicable to legislators and legislative employees by virtue of their being public officers or employees, the conduct of members of the Legislature and legislative employees shall be governed by the ethical standards provided in the respective rules of the Senate or House of Representatives which are not in conflict herewith.

(10) EMPLOYEES HOLDING OFFICE. —

(a) No employee of a state agency or of a county, municipality, special taxing district, or other political subdivision of the state shall hold office as a member of the governing board, council, commission, or authority, by whatever name known, which is his or her employer while, at the same time, continuing as an employee of such employer.

(b) The provisions of this subsection shall not apply to any person holding office in violation of such provisions on the effective date of this act. However, such a person shall surrender his or her conflicting employment prior to seeking reelection or accepting reappointment to office.

(11) PROFESSIONAL AND OCCUPATIONAL LICENSING BOARD MEMBERS. — No officer, director, or administrator of a Florida state, county, or regional professional or occupational organization or association, while holding such position, shall be eligible to serve as a member of a state examining or licensing board for the profession or occupation.

(12) EXEMPTION.—The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(a) Within a city or county the business is transacted under a rotation system whereby the business transactions are rotated among all qualified suppliers of the goods or services within the city or county.

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

(c) The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.

(d) An emergency purchase or contract which would otherwise violate a provision of subsection (3) or subsection (7) must be made in order to protect the health, safety, or welfare of the citizens of the state or any political subdivision thereof.

(e) The business entity involved is the only source of supply within the political subdivision of the officer or employee and there is full disclosure by the officer or employee of his or her interest in the business entity to the governing body of the political subdivision prior to the purchase, rental, sale, leasing, or other business being transacted.

(f) The total amount of the transactions in the aggregate between the business entity and the agency does not exceed \$500 per calendar year.

(g) The fact that a county or municipal officer or member of a public board or body, including a district school officer or an officer of any district within a county, is a stockholder, officer, or director of a bank will not bar such bank from qualifying as a depository of funds coming under the jurisdiction of any such public board or body, provided it appears in the records of the agency that the governing body of the agency has determined that such officer or member of a public board or body has not favored such bank over other qualified banks.

(h) The transaction is made pursuant to s. [1004.22](#) or s. [1004.23](#) and is specifically approved by the president and the chair of the university board of trustees. The chair of the university board of trustees shall submit to the Governor and the Legislature by March 1 of each year a report of the transactions approved pursuant to this paragraph during the preceding year.

(i) The public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) The public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency and:

1. The price and terms of the transaction are available to similarly situated members of the general public; and

2. The officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

(13) COUNTY AND MUNICIPAL ORDINANCES AND SPECIAL DISTRICT AND SCHOOL DISTRICT RESOLUTIONS REGULATING FORMER OFFICERS OR EMPLOYEES.—The governing body of any county or

municipality may adopt an ordinance and the governing body of any special district or school district may adopt a resolution providing that an appointed county, municipal, special district, or school district officer or a county, municipal, special district, or school district employee may not personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or employee for a period of 2 years following vacation of office or termination of employment, except for the purposes of collective bargaining. Nothing in this section may be construed to prohibit such ordinance or resolution.

(14) LOBBYING BY FORMER LOCAL OFFICERS; PROHIBITION.—A person who has been elected to any county, municipal, special district, or school district office or appointed superintendent of a school district may not personally represent another person or entity for compensation before the government body or agency of which the person was an officer for a period of 2 years after vacating that office. For purposes of this subsection:

(a) The “government body or agency” of a member of a board of county commissioners consists of the commission, the chief administrative officer or employee of the county, and their immediate support staff.

(b) The “government body or agency” of any other county elected officer is the office or department headed by that officer, including all subordinate employees.

(c) The “government body or agency” of an elected municipal officer consists of the governing body of the municipality, the chief administrative officer or employee of the municipality, and their immediate support staff.

(d) The “government body or agency” of an elected special district officer is the special district.

(e) The “government body or agency” of an elected school district officer is the school district.

(15) ADDITIONAL EXEMPTION.—No elected public officer shall be held in violation of subsection (7) if the officer maintains an employment relationship with an entity which is currently a tax-exempt organization under s. 501(c) of the Internal Revenue Code and which contracts with or otherwise enters into a business relationship with the officer’s agency and:

(a) The officer’s employment is not directly or indirectly compensated as a result of such contract or business relationship;

(b) The officer has in no way participated in the agency’s decision to contract or to enter into the business relationship with his or her employer, whether by participating in discussion at the meeting, by communicating with officers or employees of the agency, or otherwise; and

(c) The officer abstains from voting on any matter which may come before the agency involving the officer’s employer, publicly states to the assembly the nature of the officer’s interest in the matter from which he or she is abstaining, and files a written memorandum as provided in s. [112.3143](#).

(16) LOCAL GOVERNMENT ATTORNEYS.—

(a) For the purposes of this section, “local government attorney” means any individual who routinely serves as the attorney for a unit of local government. The term shall not include any person who renders legal services to a unit of local government pursuant to contract limited to a specific issue or subject, to specific litigation, or to a specific administrative proceeding. For the purposes of this section, “unit of local government” includes, but is not limited to, municipalities, counties, and special districts.

(b) It shall not constitute a violation of subsection (3) or subsection (7) for a unit of local government to contract with a law firm, operating as either a partnership or a professional association, or in any combination thereof, or with a local government attorney who is a member of or is otherwise associated with the law firm, to provide any or all legal services to the unit of local government, so long as the local government attorney is not a full-time employee or member of the governing body of the unit of local government. However, the standards of conduct as provided in subsections (2), (4), (5), (6), and (8) shall apply to any person who serves as a local government attorney.

(c) No local government attorney or law firm in which the local government attorney is a member, partner, or employee shall represent a private individual or entity before the unit of local government to which the local government attorney provides legal services. A local government attorney whose contract with the unit of local government does not include provisions that authorize or mandate the use of the law firm of the local government attorney to complete legal services for the unit of local government shall not recommend or otherwise refer legal work to that attorney’s law firm to be completed for the unit of local government.

(17) BOARD OF GOVERNORS AND BOARDS OF TRUSTEES.—No citizen member of the Board of Governors of the State University System, nor any citizen member of a board of trustees of a local constituent university, shall have or hold any employment or contractual relationship as a legislative lobbyist requiring annual registration and reporting pursuant to s. [11.045](#).

History.—s. 3, ch. 67-469; s. 2, ch. 69-335; ss. 10, 35, ch. 69-106; s. 3, ch. 74-177; ss. 4, 11, ch. 75-208; s. 1, ch. 77-174; s. 1, ch. 77-349; s. 4, ch. 82-98; s. 2, ch. 83-26; s. 6, ch. 83-282; s. 14, ch. 85-80; s. 12, ch. 86-145; s. 1, ch. 88-358; s. 1, ch. 88-408; s. 3, ch. 90-502; s. 3, ch. 91-85; s. 4, ch. 91-292; s. 1, ch. 92-35; s. 1, ch. 94-277; s. 1406, ch. 95-147; s. 3, ch. 96-311; s. 34, ch. 96-318; s. 41, ch. 99-2; s. 29, ch. 2001-266; s. 20, ch. 2002-1; s. 894, ch. 2002-387; s. 2, ch. 2005-285; s. 2, ch. 2006-275; s. 10, ch. 2007-217; s. 16, ch. 2011-34; s. 3, ch. 2013-36; s. 2, ch. 2018-5; s. 1, ch. 2023-121; s. 7, ch. 2024-2.

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SEP 12 2025

Office of City Clerk
Melbourne, Florida

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL <u>Huy John G</u>		OFFICE / POSITION HELD <u>Member</u>	
MAILING ADDRESS <u>415 Roky Ave</u>		AGENCY OR ADVISORY BOARD <u>Affordable Housing</u>	
CITY <u>Melbourne</u>	ZIP <u>32901</u>	COUNTY <u>Brevard</u>	ADDRESS OF AGENCY <u>901 Strabridge Ave</u>

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; and (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
 - The reporting person;
 - The spouse of the reporting person, whose name is _____; or
 - A child of the reporting person, whose name is _____
2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:
 - Supplying the following realty, goods, and/or services: Contracting Services
 - Regulation of the business entity by the governmental agency served by the advisory board member.
3. The following business entity is doing business with or regulated by the governmental agency:

Jobcor Contracting
4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
 - Officer; Partner; Associate; Sole proprietor; Stockholder; Director; Owner of in excess of 5% of the assets of capital stock in such business entity; Employee; Contractual relationship with the business entity;
 - Other, please describe:

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
 - () The reporting person;
 - () The spouse of the reporting person, whose name is _____; or
 - () A child of the reporting person, whose name is _____.


2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

(NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
 - () Officer; () Partner; () Associate; () Sole proprietor; () Stockholder; () Director; () Owner of in excess of 5% of the assets or capital stock in such business entity; () Employee; () Contractual relationship with the business entity;
 - () Other, please describe:

SIGNATURE

SIGNATURE 	DATE SIGNED 9-11-25	DATE FILED SEP 12 2025
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NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



Melbourne City Council
May 12, 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.17.b.

Subject:

Reappointment of two members to the Affordable Housing Advisory Committee.

Background/Consideration:

The terms of Michael Miller and John "Trey" Huy will expire on May 12, 2026. Both members have submitted an updated application expressing interest in being reappointed to the Affordable Housing Advisory Committee. An attendance record prepared by the Committee's recording secretary is included within the agenda package. For information, there are no outside applications on file for this Committee.

In accordance with Florida Statutes Section 420.9076(2), the Committee must consist of one locally elected official. Mayor Alfrey serves as the designee for this category, with Council Member Smith serving as the alternate member. In addition, Florida Statutes requires that the Committee contain one (1) representative from at least six (6) 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.**
- **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).

The categories in bold are currently represented on the Committee.

Except for the resident member seat, members of this Committee are not subject to the residency requirement established in Section 2-136, Melbourne 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.

Fiscal/Budget Impact:

N/A

Requested Action:

Reappoint Michael Miller and John "Trey" Huy as regular members to the Affordable Housing Advisory Committee.

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>

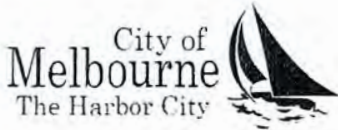
Affordable Housing Advisory Committee 12-Month Rolling Attendance

	1	2	3	4	5	6	7	8	9	10	11	12	Unexcused	Excused	Total	
Current Members	6/2/2026	1/20/2026	12/2/2025	9/2/2025	5/12/2025	3/10/2025	11/19/2024	10/14/2024	8/12/2024	4/8/2024	11/13/2023	9/11/2023	4/17/2023			
	NEXT MEETING			No Quorum				No Quorum				No Quorum				
Michael Miller - Home Building		Present	Present	Excused	Unexcused	Present	Present	Present	Present	Excused	Excused	Present	Unexcused	2	3	5
John "Trey" Huy - Employers of Melbourne		Present	Present	Excused	Present	Excused	Present	Present	Present	Excused	Present	Present	Present	0	3	3
Felicia Prince - Essential Services Personnel		Unexcused	Present	Present	Present	Unexcused	Present	Present	Present	Unexcused	Present	N/A	N/A	3	0	3
VACANT - Advocate for Low-Income	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
Colin Houston - Not-For Profit Provider & Resident of Mel		Unexcused	Unexcused	Unexcused	Unexcused	Present	Excused	Present	Excused	Present	Present	N/A	N/A	4	2	6
Michael Belcher - Resident of Melbourne		Unexcused	Unexcused	Present	Present	Unexcused	Present	Excused	Unexcused	Unexcused	Present	Present	Unexcused	6	1	7
Kristen Snyder - Not-For Profit Provider & Resident of Mel		Excused	Present	Present	Present	Present	Present	Present	Present	Present	Present	N/A	N/A	0	1	1
VACANT - Labor	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
VACANT - For-Profit Provider	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
John Miceli - Real Estate Professional		Present	Present	Unexcused	Unexcused	Present	Present	Unexcused	Unexcused	Unexcused	Present	Unexcused	Unexcused	7	0	7
Alesha Stallings - Real Estate Professional		Present	Present	Present	Present	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0	0	0
VACANT - Planning & Zoning Board Member	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0

Paul Alfrey - Ex-Officio City Council		Unexcused	Unexcused	N/A	Unexcused	Unexcused	Unexcused	Unexcused	Unexcused	Unexcused	Present	Excused	Unexcused	9	1	10
Marcus Smith - Ex-Officio Alternate		Present	Unexcused	Present	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	0	1

Past members active during the last 12 meetings

Linda Parrish - Resigned 12/1/2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Resigned		
Mark Broms - Resigned 12/31/2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Resigned	Present		
Donna Roane - Resigned 10/3/2024	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Resigned	Excused	Present	Unexcused	Present	Present			



VOLUNTEER BOARD MEMBER APPLICATION

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

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DEC 29 2025

Applicant Name: Michael Miller

Applicant Address: 5465 Sand Lake Dr
Address
Melbourne FL 32934
City State Zip Code

Telephone Number: 321.684.1343 E-mail: mmiller@spec9.com
(Area Code)

Business Address: 1748 Southland Ave
Address
Melbourne FL 32935
City State Zip Code

Telephone Number: 321.684.1343
(During Business Hours) (Area Code)

Office of City Clerk
 Melbourne, Florida

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 511

Verified by City Clerk Staff (Initials): KAN

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? Yes No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

<input checked="" type="checkbox"/>	Affordable Housing Advisory Committee* <small>*Check qualifications on Page 2</small>	<input type="checkbox"/>	General Employees' Pension Plan Board of Trustees ²	<input type="checkbox"/>	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
<input type="checkbox"/>	Beautification and Energy Efficiency Board	<input type="checkbox"/>	Historic and Architectural Review Board ²	<input type="checkbox"/>	Planning and Zoning Board ²
<input type="checkbox"/>	Citizens' Advisory Board ¹	<input type="checkbox"/>	Melbourne Downtown Community Redevelopment Agency Advisory Committee	<input type="checkbox"/>	Police Officers' Retirement Trust Fund Board of Trustees ²
<input type="checkbox"/>	Code Enforcement Board ²	<input type="checkbox"/>	Melbourne Economic Enhancement District Advisory Committee	<input type="checkbox"/>	Zoning Board of Adjustment ²
<input type="checkbox"/>	Firefighters' Pension Plan Board of Trustees ²	<input type="checkbox"/>	Melbourne Housing Authority	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	

VOLUNTEER BOARD MEMBER APPLICATION

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- Citizen actively engaged in residential home building industry in connection with affordable housing
- Citizen actively engaged in banking industry in connection with affordable housing
- Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- Citizen actively engaged as a for profit provider of affordable housing
- Citizen actively engaged as a not-for-profit provider of affordable housing
- Citizen actively engaged as a real estate professional in connection with affordable housing
- Current member of the Planning and Zoning Board
- One resident of Melbourne
- Citizen who currently represents employers within Melbourne
- Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

➤ Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

I do not serve on any other board or committee.

I currently serve on the following boards/committees:

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

VOLUNTEER BOARD MEMBER APPLICATION

CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

- Please list **any** business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.



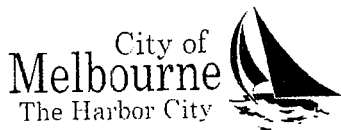
I am **not** employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.

- I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
 - Code Enforcement Board
 - Firefighters' Pension Plan Board of Trustees
 - General Employees' Pension Plan Board of Trustees
 - Historic and Architectural Review Board
 - Planning and Zoning Board
 - Police Officers' Retirement Trust Fund Board of Trustees
 - Zoning Board of Adjustment
- Financial disclosure is a **source-only** disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a **final** financial disclosure form within 60 days of leaving their position.



VOLUNTEER BOARD MEMBER APPLICATION

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

APPOINTMENT PROCESS

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 - General policies that apply to all boards.
 - Attendance requirements.
 - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
 - Review of the duties and scope of the board, including current items/projects being considered.
 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: Michael Miller Date: Dec 29, 2025

MICHAEL E. MILLER

Project / Construction Manager

5465 Sand Lake Drive
Melbourne, FL 32934
321/684-1343

millerconstructionfl@gmail.com

Experience

Highly motivated, talented, fast-paced, independent, experienced, common sense project manager with over twenty-five years experience in construction Project Management, administration, estimating, inspections, planning, budgeting, and scheduling.

Professional Profile

Project Manager/Estimator (2009 – present)

Miller Construction of North Florida, Melbourne FL – Estimate, bid, execute and manage numerous types of projects, from the private sector, professional offices and retail build-out; to government contracts and county and city HUD program.

Project Manager/Estimator (2006 – 2009)

Dragon Construction, Port Canaveral, FL- Managed office and site staff, subcontractors, permitting, and cost accounting for all projects. Developing contracts with owners and subcontractors, estimating, coordinating buy-outs, managing construction schedules, overseeing construction through the final phases of developer's investment properties. Implements "Field Directives," and "Change Order Request" as needed.

Project Manager/Inspector (1998 – 2006)

BRPH, Melbourne, FL – Managing projects from the start of design through completion. Responsible for coordination with clients, budgeting, cost accounting, Owner Direct Purchase Program, estimating, buy-outs, shop drawing review, overseeing total construction and close-out. Administrator and inspector for architectural/design team projects as well. Focused on government and military projects.

Certified General Contractor (1997 – 1998)

Miller Construction of North Florida, Gainesville, FL – Full management of numerous commercial projects from remodeling schools to full commercial developments and residential.

Construction Administrator/Inspector. (1991-1997)

Craig Salley & Associates, Gainesville, FL – Responsible for all construction administration including inspections, shop drawings, client and governmental coordination. Projects ranged from government facilities, schools, and hospitals to military installations.

US Navy – Seabee Builder (1980-1985)

Responsibilities included planning and estimating projects, refurbishing quarters, constructing a variety of airport facilities, airport fueling facilities, building and concrete water tanks throughout the world.

Education:

- General Education/University of Connecticut.
- US Navy Builder Class A & C-1 Advance Planning & Estimating/Naval Construction Training Center.

Hold an active secret clearance with my association with Brevard Achievement Center (BAC) as an active board member and former chairman of the board. We hold contracts on numerous government installations and military bases.

Registrations: Florida State Certified Contractor CGC-058680 – 1996
Southern Building Code Bldg. Inspector – 6497
OSHA -- Construction Safety & Health - 000132182
Construction Quality Management – SE9-02-15-00134
Florida Drive License

PROFESSIONAL ATTRIBUTES:

- Highly proficient in the use of Microsoft Project, Word, Excel, Power Point and Access.
- Fully competent in the use of Computer Aided Drafting & Design Systems (CADD)
- Honorably discharged from the US NAVY (SEABEES)

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SEP - 9 2024 of
Melbourne
Office of City Clerk
Melbourne, Florida



VOLUNTEER BOARD MEMBER APPLICATION

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

Applicant Name: John (Trey) Hull

Applicant Address: 415 Roxy Ave
Address
Melbourne FL 32901
City State Zip Code

Telephone Number: (321) 543 2774 E-mail: Trey@Jobearinc.com
(Area Code)

Business Address: 1950 Danv Dr
Address
Palm Bay FL 32905
City State Zip Code

Telephone Number: 321 723-3571
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 323 Verified by City Clerk Staff (Initials): SH

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Have you lived in the City of Melbourne for the past six months? Yes No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

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<input type="checkbox"/>	Citizens' Advisory Board ¹	<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Police Officers' Retirement Trust Fund Board of Trustees ²
<input type="checkbox"/>	Code Enforcement Board ²	<input type="checkbox"/>	Melbourne Downtown Community Redevelopment Agency Advisory Committee	<input type="checkbox"/>	Zoning Board of Adjustment ²
<input type="checkbox"/>	Firefighters' Pension Plan Board of Trustees ²	<input type="checkbox"/>	Melbourne Economic Enhancement District Advisory Committee	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	
<input type="checkbox"/>	General Employees' Pension Plan Board of Trustees ²	<input type="checkbox"/>	Melbourne Housing Authority		

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Jobear Contracting

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Applicant Signature: _____



Date: _____

9-9-24

John Glenn Huy (Trey)

To whom may concern please accept this correspondence as a introduction to my self an my reasons for wanting to join this committee.

I am a life long resident of Brevard county. My family has a long history with in this county as settlers and bussines persons. Two of my Great Great grand fathers lived and operated businesses around the Turn of the 20th century. Since then every generation to this point has owned and operated various business in the county. I am married and have 2 children. We live on Roxy ave in Melbourne; on the site my Father was raised. I am an avid outdoors man and enjoy all of the woods and water that we have at our disposal here in the area.

I am the owner and operator of Jobear Contracting INC. We are licensed General contractor and Underground utility contractor. Our main focus is civil construction. We focus on repair and upgrading of existing infrastructure. As an employer the availability of housing is crucial to my staff.

My reasons for wishing to join this organization are as follows.

- 1 As an employer it is important to me that all of my employees have the opportunity to afford to live in the area that they work.
- 2 To have some say in the control of the urban sprawl that continues to take place in the area.
- 3 To explore ways in which existing infrastructure could be used and or converted to allow for more affordable housing. This would serve multiple purposes in the community.
- 4 To help our area grow in a way that is inclusive to residents but does not sacrifice the natural beauty that attracts much of our growth.

As mentioned before I have deep roots in this area past and feel that it is my responsibility to help shape its future. Thank you for your consideration.