



City of Melbourne, Florida City Council Agenda

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

May 26, 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 Three through Two 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** - Vice Mayor Julie Kennedy
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
 - a. Presentation of Employee Service Awards
5. **Approval of Minutes** - May 12, 2026 Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. **Ordinance No. 2026-22, Mayfair Community Development District Contraction:** (Second 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) (First Reading - 5/12/2026)
9. **Ordinance No. 2026-23, Modifications to Affordable Housing Development:** (Second 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) (First Reading - 5/12/2026)

C. NEW BUSINESS

10. Contract for Professional Engineering Services for Pavement Management, Project No. 68124, Michael Baker International, Inc., Jacksonville, FL - \$364,423.26.
11. **CONSENT AGENDA:**
 - a. Purchase of Panasonic Toughbooks for the Police Department, Law and Order Technology LLC, Boynton Beach, FL - \$180,038.39.
 - b. Authorization to negotiate a software purchase and license agreement for public works and utility asset management software with Trimble, Inc., Westminster, CO, Project No. 34522.
 - c. Purchase of replacement chiller system for Melbourne City Hall, Project No. 10525, Air Mechanical & Service Corp., Casselberry, FL - estimated amount of \$298,622.
 - d. Continuing Contract for Professional Engineering Services for the Facilities Condition Assessment and Master Plan to Kimley Horn & Associates, Inc., Vero Beach, FL.
 - e. Renewal of Professional Services Contract for Stormwater Conveyance Inventory and Evaluation with RES Florida Consulting, LLC formerly known as E Sciences, Inc., Orlando, FL.
12. **ITEMS REMOVED FROM THE CONSENT AGENDA**
13. Opioid settlement funds.
 - a. **Resolution No. 4417:** A resolution to appropriate \$350,000 in opioid settlement funds for expenditure to Recovery Connections.
 - b. Contract award for use of opioid settlement funds for peer recovery support services, Recovery Connections of Central Florida, Inc., Lake Mary, FL - \$350,000.
14. **Ordinance No. 2026-24, Certificate of Engineering Construction Completion:** (First Reading/Public Hearing) An ordinance amending City Code Chapter 50, Article III; Appendix B, Article IX; and Appendix D, Chapter 3, Chapter 8, Chapter 9, and Chapter 10, related to referencing "Certificate of Engineering Construction Completion" in multiple sections of City Code (Applicant - City of Melbourne) (P&Z Board - 5/7/2026)

15. First Amendment to the Master Redevelopment Agreement for View Apartments (2100 Melbourne Court).
 - a. **Resolution No. 4418:** A joint resolution providing for approval of the First Amendment to the Master Redevelopment Agreement between the City of Melbourne, the Melbourne Downtown Community Redevelopment Agency, and DTM APTS Joint Venture, LLC., substantially in the form as presented, and authorization for the City Manager to execute the amendment.

Council will convene as the Melbourne Downtown Community Redevelopment Agency for the following item:

- b. **Resolution No. 4418:** A joint resolution providing for approval of the First Amendment to the Master Redevelopment Agreement between the City of Melbourne, the Melbourne Downtown Community Redevelopment Agency, and DTM APTS Joint Venture, LLC., substantially in the form as presented, and authorization for the City Manager to execute the amendment.

Council will reconvene for the remaining items.

16. **Ordinance No. 2026-25:** (First Reading/Public Hearing) An ordinance proposing a referendum item for a charter amendment to Section 8.04 of the City Charter, authorizing City Council to delegate the duties of the Zoning Board of Adjustment to the Planning and Zoning Board.
17. Discussion of Fire Station No. 72 replacement.
18. Discussion of volunteer advisory board member terms. (Requested by Vice Mayor Julie Kennedy)

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

E. ADJOURNMENT

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

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

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

Memorandum

To: Jenni Lamb, City Manager
Thru: Ruth Lovejoy, Acting Director of Human Resources
From: Sally Alford, Administrative Assistant III
Date: May 1, 2026
Re: May 2026 Employee Service Award Presentation

The following employees will reach milestone anniversaries during the month of May 2026. Employees receiving a service pin and gift card for twenty years or more of service are provided a separate invitation to attend a Service Award presentation on Tuesday, May 26th at 6:30 p.m. in the Council Chamber.

Thirty Years

Yolanda Dombroski - Financial Services

Twenty-Five Years

Marshall Thompson - Utilities Operations

Twenty Years

Natasha Saunders - Fire Operations
Michael Demartino - Utilities Operations

Fifteen Years

Kevin Fico - Melbourne Auditorium
Matthew Madeira - Fire Operations
Michael Pannucci - Fire Operations
Wesley Howard - Customer Service

Ten Years

Jessica Reysack - Utility Billing & Collection
John Jackson - Fire Operations
Scott Langan - Fire Operations
Ryan Case - Fire Operations
Conner Morgan - Water Production
Michael Proctor - Fleet Management

Five Years

Mark Renkens - Police Operations
Travis Marchand - Water Production

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

Thank you.

cc: Cheryl Mall, Public Information Officer

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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 Mayor Paul Alfrey.
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

The members of the Brevard County Foster and Adoptive Parent Association were unable to attend the meeting for the declaration of “National Foster Care Month” on May 2026; however, the proclamation was mailed to the organization.

The Mayor presented a proclamation declaring May 10-16, 2026 as “National Police Week” and May 15, 2026 as “Peace Officers’ Memorial Day” to Chief of Police David Gillespie.

Additionally, the Mayor presented a volunteer milestone of service award to Peter Kostrzewa for 35 years of service on the Zoning Board of Adjustment.

Finally, Suzanne Sherman, on behalf of the Florida City and County Managers Association, presented the city with a plaque celebrating the city’s 100 years of a council-manager form of government.

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5. Approval of Minutes
 - a. Reapproval of the April 14, 2026 Regular Meeting Minutes
 - b. Approval of the April 28, 2026 Regular Meeting Minutes.

City Clerk Kevin McKeown read Council Member Marcus Smith's Form 8B into the record for the April 14, 2026 City Council Meeting.

Moved by Hanley/Bassett for the reapproval of the April 14, 2026 regular meeting minutes. Motion carried unanimously.

Moved by Hanley/Bassett for the approval of the April 28, 2026 regular meeting minutes. Motion carried unanimously.

6. City Manager's Report

City Manager Jenni Lamb reported that 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 in the agenda package.

Council Member David Neuman asked if this will come back to Council. Mrs. Lamb noted that it will not, but staff will provide updates if they come in.

Mrs. Lamb noted that 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 was provided under separate cover on May 8, 2026.

Vice Mayor Julie Kennedy requested that a discussion item be placed on a future agenda for this topic. Council expressed consensus.

7. Public Comments

Michael Stover, 933 Spring Oak Drive, provided information on Faith, Family and Responsible Fatherhood Month and requested a proclamation be issued. Mayor Alfrey asked that this proclamation be placed on the June 9th meeting agenda.

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

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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)

City Attorney Adam Conley read the ordinance by its title. There were no disclosures by Council. The Mayor opened the public hearing.

Josh Lehman, applicant, was 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. The roll call vote was:

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

Motion carried unanimously.

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)

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

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

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

Motion carried unanimously.

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.

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

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)

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

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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.

Mr. Neuman asked if the applicant remedied the concerns of noise at the site. Mrs. Dittmer noted that there was not any discussion on this as it was just a concern from staff.

Mr. Smith asked what the compatibility concerns were. Mrs. Dittmer noted that staff is mainly concerned with compatibility with the Comprehensive Plan as the Midtown Activity Center has a higher allowed intensity to include larger square footage construction and higher densities. The intensity of this development would allow something much larger in height to be developed.

Council Member Mimi Hanley shared her concern with this development as she believes this is not the best use of the property. She noted that she discussed this item with the City Manager and asked staff if there were any findings that would support the denial of the conditional use. The conditional use must meet the requirements of City Code but there are portions of the proposed use and development that may have detrimental effects to the surrounding area, public facilities, private, commercial and other services facilities available in the area. More specifically, the change may cause depreciation of property value or reduce the safety, light and general convenience of the neighboring developments. Ms. Hanley provided Council with a document that provided possible findings of denial for this item. She also noted that if the Babcock Street Community Redevelopment Area was still operating, this item would not come to Council. Ms. Hanley stated her belief that this development will change the dynamic of the area and asked Council to postpone this item so staff can investigate these concerns.

Mayor Alfrey opened the public hearing.

Nicholas West, 100 Rialto Place, representing the ownership group of the Rialto Place, asked that Council deny this project. He stated that this project deviates

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from the Comprehensive Plan and future and use designation for the corridor and imposes harm to the surrounding property and tenants.

Mr. Neuman asked Attorney Conley if he can make a motion to deny this item based on his concern with the development not following the Comprehensive Plan. Attorney Conley noted that there must be a specific finding within the Comprehensive Plan to deny this item. He noted that if Council is considering a denial, he would be looking for similar findings.

Discussion continued.

Ms. Hanley noted that most of this area is a professional area and asked if the addition of a gas station would fall out of line with the Comprehensive Plan.

Mrs. Dittmer noted that this is not considered a Professional Office Zoning area but is Commercial Parkway Zoning and Mixed-Use future land use. She explained that automotive convenience stores and gas pumps are viewed as more intensive commercial uses because of the more adverse impacts that come from a gas station. These uses were not viewed as part of the mixed-use midtown activity center.

Mr. LaRusso asked if the school in the immediate area had a chance to give its opinion. Mrs. Dittmer noted that the school was notified; however, they did not share any concerns. Mr. LaRusso then asked if this project would have come before Council if the Babcock CRA still existed. Mrs. Dittmer noted that the Babcock CRA redevelopment plan called for mixed-use properties to support the high-tech business hub that was surrounding the CRA that had lower intensity commercial uses. She stated that the project would still have come to Council, but staff would have recommended denial.

Vice Mayor Julie Kennedy asked if the area to the south is being built as residential units. Mrs. Dittmer Cindy responded yes. Mrs. Kennedy noted that the traffic that will come of this project concerns her.

Discussion continued.

Mayor Alfrey also shared his concern for the entry and exit of the facility. He asked Mr. West if the private road to the north and south will be accessible to the gas station. Mr. West noted that he has not been asked to use the private road (to the north) and is not in favor of the project.

Ms. Hanley asked if any other business uses the private driveway. Mr. West noted that the Hilton is the only other business that uses the driveway.

Chris Ossa, representing the engineer of record for the project, noted that if the private drive is not accessible for the gas station, there will be issues with the project.

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Mrs. Dittmer noted that if there is no access to this road, there would need to be a new site plan and it would need to come back to Council.

Mrs. Lamb asked Mr. Ossa where the large semitrucks will access the site. Mr. Ossa noted that they would use the private driveway to the north to enter the development and the private driveway to the south to exit.

Ms. Hanley asked how this project is going to work if there is no access to the road the semis need.

Mr. West noted that he spoke with his office and there is an agreement for the private driveways to be used, but no agreement for the increased use of large semitrucks.

Discussion continued.

Mayor Alfrey and Mr. Neuman stated that they believe there is substantial evidence to deny this project. Attorney Conley assisted with the potential language for a motion.

Moved by Neuman/Alfrey for denial based on the application failing to satisfy review criteria in Appendix B, Article IX, Section 5(C)(2)(d) in that the application 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. Motion carried unanimously.

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)

Attorney Conley read the ordinance by its title. Mrs. Dittmer stated that City Council approved Ordinance No. 2007-20 in 2007, establishing the Mayfair Community Development District ("CDD") 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.

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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.

Mr. Smith asked if there are any concerns that Council should have with this project. Mrs. Dittmer noted that there is no concern from staff.

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

Ginger Wald, applicant, noted that she was available for any questions.

Mayor Alfrey asked Ms. Wald if there would be elections in the CDD. Ms. Wald noted that there will be landowner elections every two years and once there are 250 residents, there will be a general election of the residents of the area.

Mr. Smith asked what will come of the property that is being released by the CDD. Ms. Wald noted that there is a sliver of the city's property and other pieces of the property will be left alone and the other is intended to be commercial.

Moved by Neuman/Smith for approval of Ordinance No. 2026-22 based upon the findings contained in the Planning & Zoning Board memorandum. Motion carried unanimously.

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)

Attorney Conley read the ordinance by its title. Mrs. Dittmer stated that 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.

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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.

Moved by Neuman/Smith for approval of Ordinance No. 2026-23 based upon the findings contained in the Planning & Zoning Board memorandum. Motion carried unanimously.

15. Discussion on the City's enhanced Code Enforcement process. (Postponed - 4/14/2026, 4/28/2026)

Code Enforcement Official Mark Herold presented Council with information on the city's Code Enforcement process, types of enforcement that the city performs, enforcement success rate, changes that staff and Council can make to help aid the process, staff's plan moving forward and displayed photos of significant cases that Code Enforcement is dealing with.

Mr. Smith asked how many owners of these homes are not local. Mr. Herold noted that it is about half locals and half out of the area. Mr. Smith also asked if there is a list of properties that are being foreclosed on. Mr. Herold noted that there is.

Mrs. Lamb noted that staff needs Council's support to move forward on these bigger issues like abatements and foreclosures.

Mr. Neuman noted his support of moving forward with staff's recommendation.

Following further discussion, Council expressed consensus to support staff's recommendation to enhance enforcement and for staff to bring back City Code changes that will aid staff's ability to enforce these enhanced actions.

16. Discussion of electric bicycles (e-bikes).

Police Chief Gillespie and Sergeant Benjamin Slover provided Council with information on bicycle and e-bike safety and laws, the differences between e-bikes and e-motors, roadway rules, community concerns, new enforcement to consider and what the Melbourne Police Department is doing to educate the community and to enforce the existing bike laws.

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Mr. Neuman noted that he would like to discuss keeping motorbikes or e-bikes out of the downtown areas and city parks.

Mr. LaRusso asked where the e-bike issue is more prevalent. Sergeant Slover noted that extra enforcement has started on New Haven Avenue and will move to major streets like Wickham Road. Mr. LaRusso also asked what the most common issue is with e-bikes. Sergeant Slover noted that the most common occurrences are e-bikes crossing the street where they should not be.

Vice Mayor Kennedy noted that she does not want to overload the police department, but something needs to change for the community.

Mr. LaRusso recommended adding wrecked e-bikes at intersections to show the community how big a safety issue this is.

Mr. Smith agreed with Vice Mayor Kennedy's concern with overloading the police department, but educating the community is necessary.

Leah Nepo, Community Engagement Coordinator for the Space , noted that the TPO recommended regulations with licenses to Bevard County; however, the issue of buying bikes anywhere makes it difficult since they are not registered. She noted that the TPO performs a lot of visual, verbal and hands on education that falls in line with the Police Department's plan to educate the community and is always available as a resource for the city.

Council expressed consensus to support the police department's continued action to educate the community and enforce existing bike laws.

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.

Moved by Hanley/Bassett for 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. Motion carried unanimously.

- b. Affordable Housing Advisory Committee

Moved by Hanley/Alfrey to reappoint Michael Miller as a regular member to the Affordable Housing Advisory Committee. Motion carried unanimously. (Term: May 13, 2026 through May 12, 2031; five-year terms.)

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(NOTE: Mr. Huy was not reappointed.)

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Mr. Neuman noted that the Independence Day Parade is coming up, invited Council to be a part of the parade and also shared that Mr. Bill Potter is this year's honoree.

Council Member Rachael Bassett reported that she attended the Fallen Officers' Memorial Ceremony at the Melbourne Police Department.

Ms. Hanley noted that she attended the District Five Safety Summit and shared some of the conversations that were discussed.

Mr. Smith noted that he attended the Brevard Prosperity Initiative Panel discussion with Sheriff Wayne Ivey.

Mr. LaRusso shared that Riverside Drive is back open but will be closing again shortly. He also reminded Council that it is sea turtle mating season.

Vice Mayor Kennedy noted that she also attended the memorial ceremony and noted that at the Space Coast League of Cities meeting, Junior Achievement was there as the guest speaker. She also noted that Junior Achievement needs volunteers and encouraged Council to consider assisting. Mrs. Kennedy also shared that the news that the renovated Burger King is open in her district. Finally, she happily shared that the issue of flooding in the residential area off of Lake Washington Road is finally being worked on/corrected.

E. ADJOURNMENT

The meeting adjourned at 9:30 p.m.

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

Approved by Council:

Memorandum

To: Mayor and Council

From: Jenni Lamb, City Manager

Date: May 21, 2026

Subject: City Manager's Report – Meeting of May 26, 2026

Retirements:

- Clifford Pearson, Rehabilitation Specialist, on May 29, 2026, after 9 years of service.

Upcoming Events:

- 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.



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City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	3
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.8.

Subject:

Jurisdictional Boundaries of the Mayfair Community Development District.

Background/Consideration:

This is the second 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:

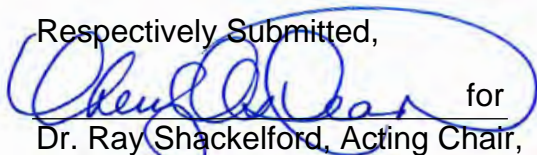
Findings of Consistency for the Proposed Amendment

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.

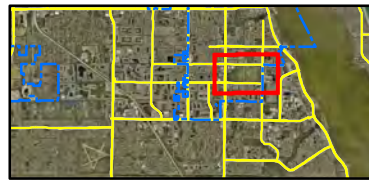
4. The proposed changes will not significantly change the general character of the City, cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments as the revisions reinforce the administration of City Code requirements. Specifically, the proposed 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

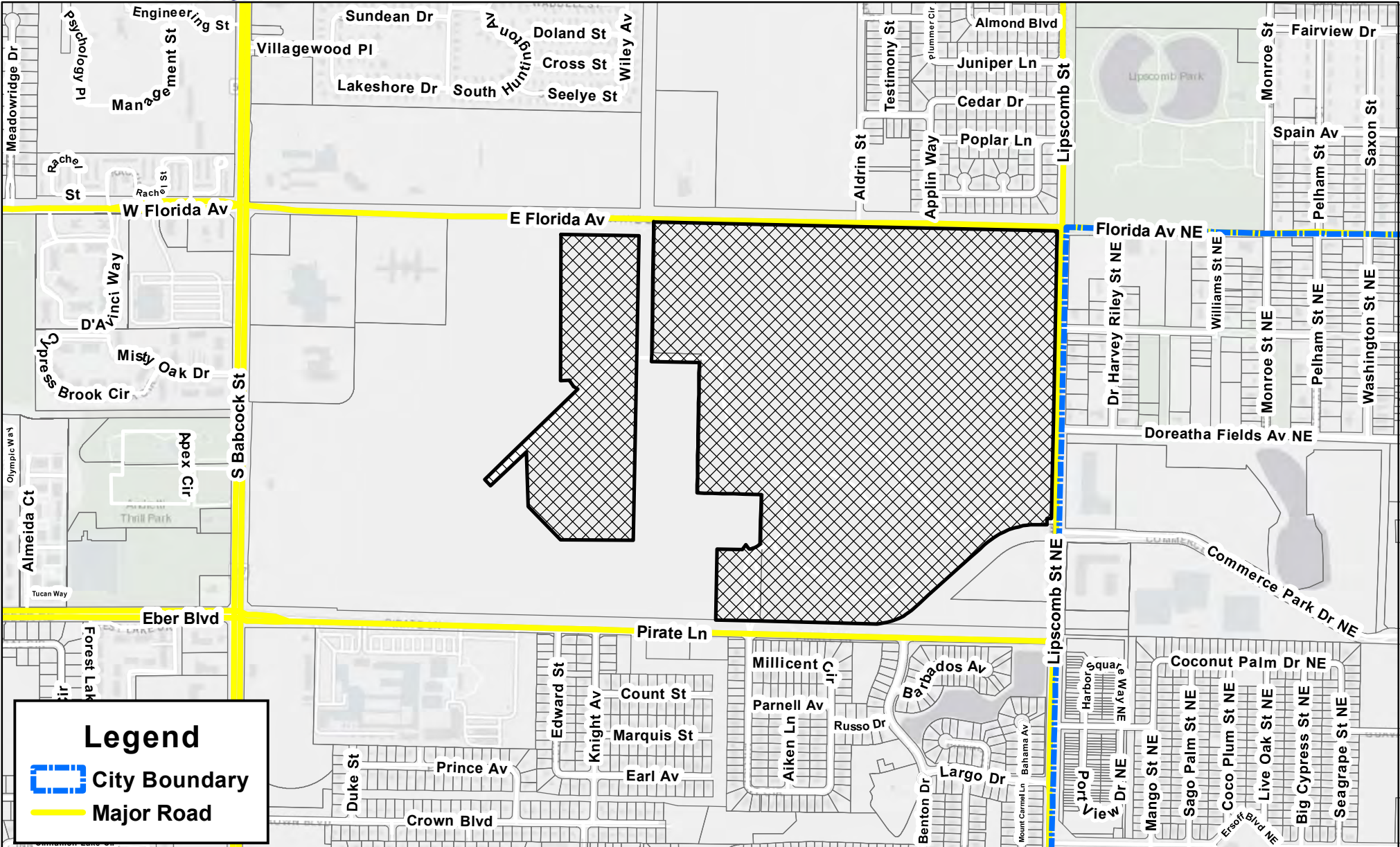
**MAYFAIR COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BOUNDARY MAP
FOC2026-0003**



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 or 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

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

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

Item No. B. 8.

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'

S00°58'27"W (BEARING BASIS)

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

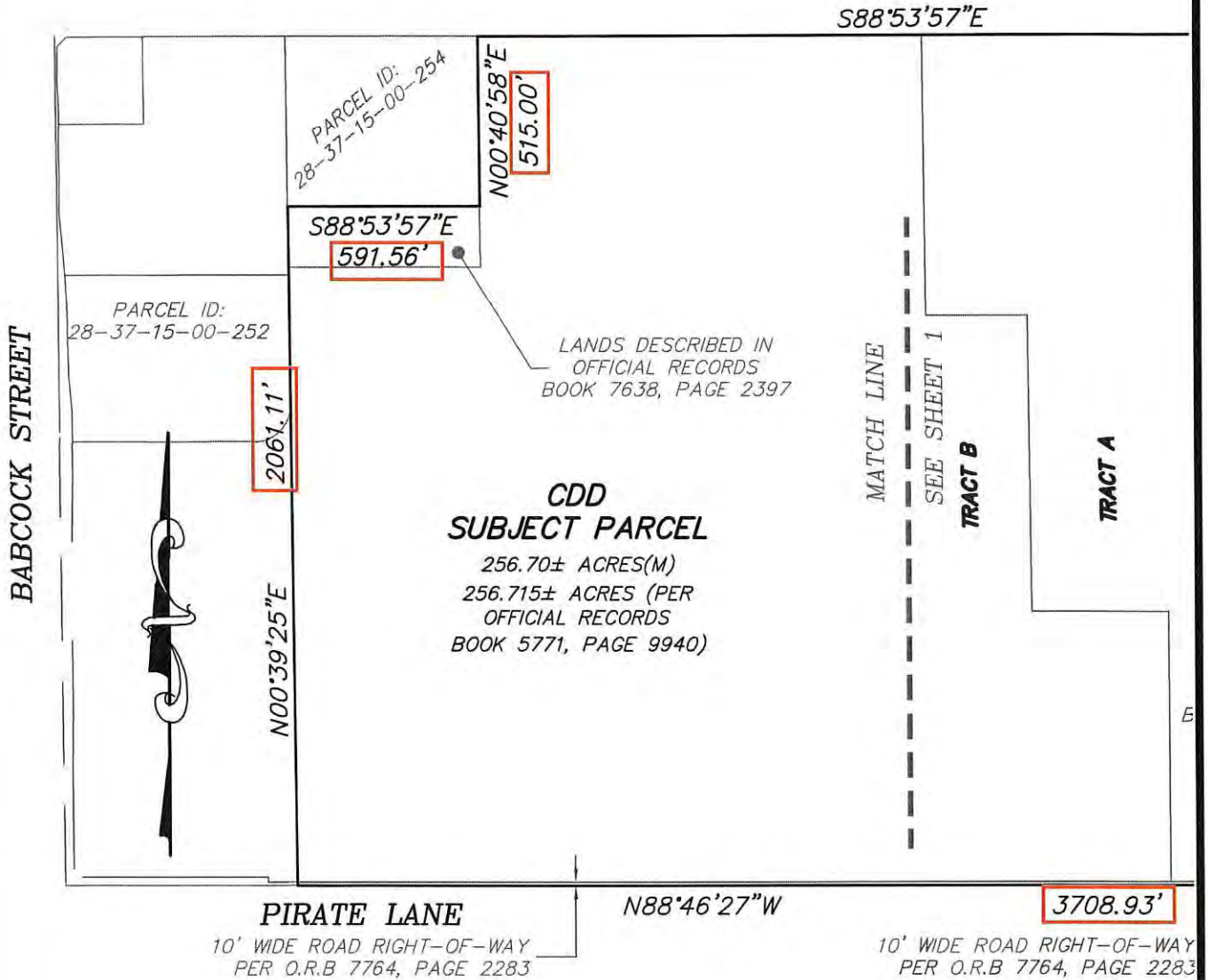
3970 MINTON ROAD
WEST MELBOURNE, FL. 32904
(321) 768-8110

SCALE: 1" = 500'




EXISTING CDD BOUNDARY

FLORIDA AVENUE



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.


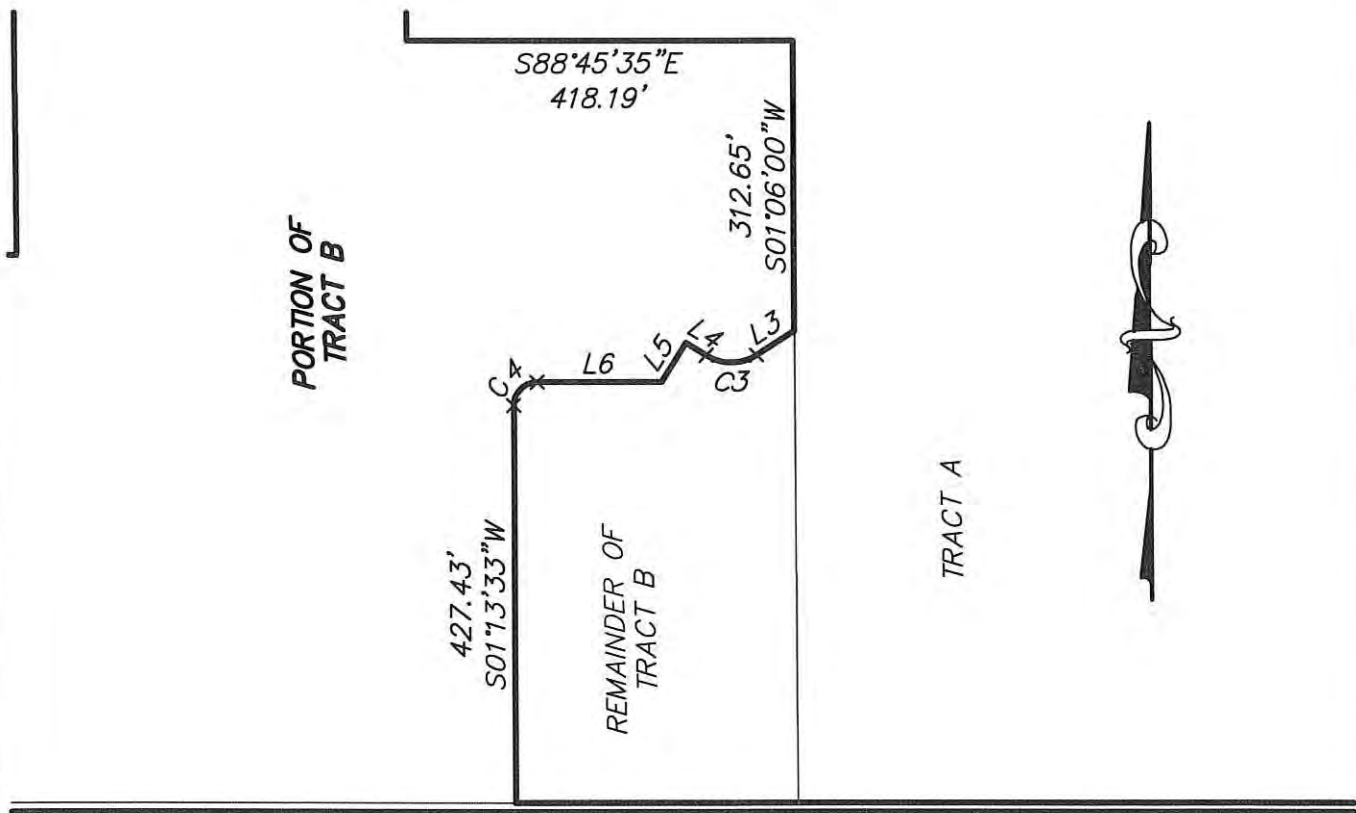
SKETCH OF DESCRIPTION	1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. 2. BEARINGS ARE BASED ON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

EXHIBIT 2


METES AND BOUNDS DESCRIPTION OF CONTRACTION PARCELS

REMOVING FROM CDD BOUNDARY



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

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.

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 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:

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.

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.

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:

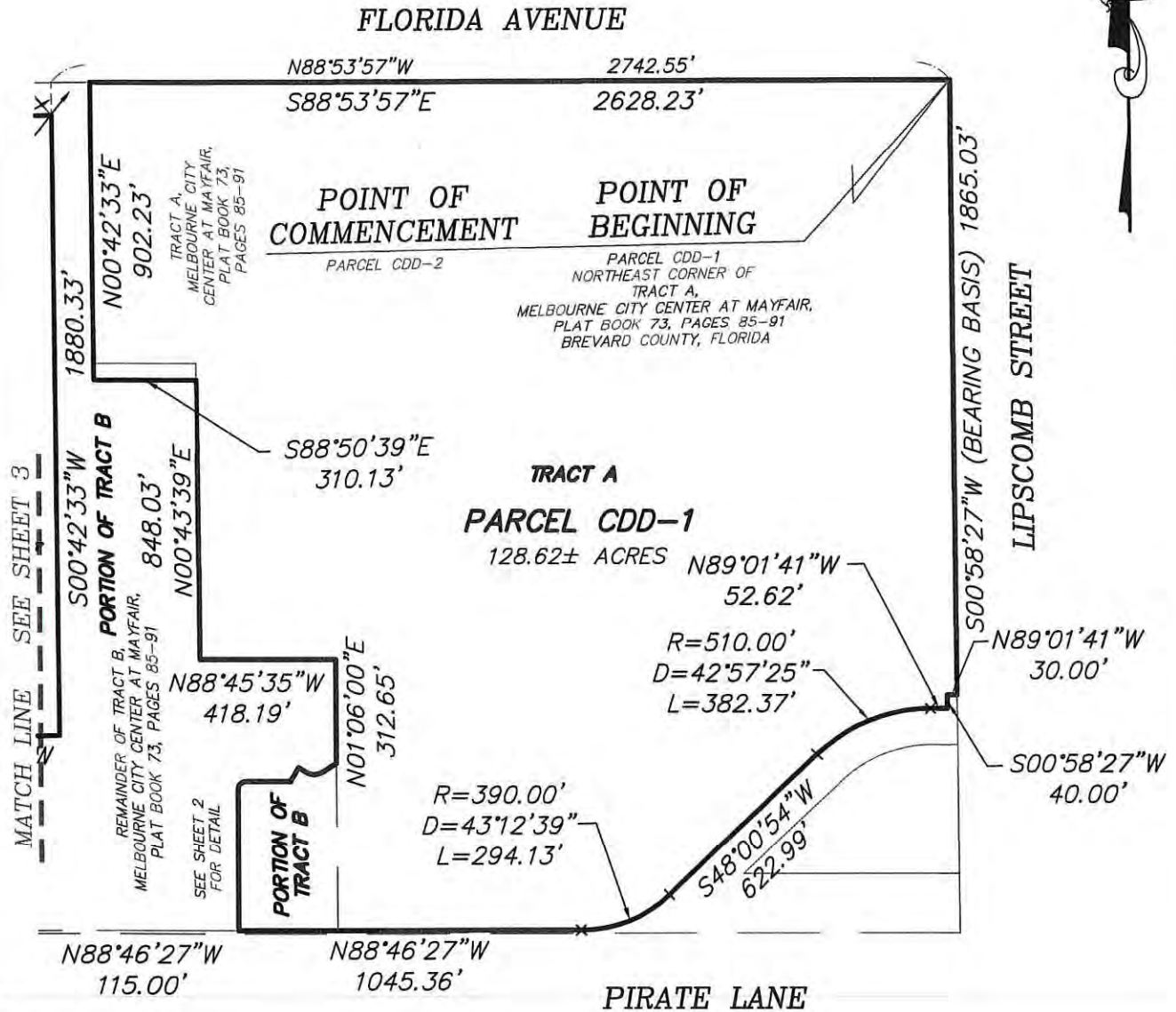
COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT A; THENCE RUN NORTH 88°53'57" WEST, A DISTANCE OF 2742.55 FEET; THENCE SOUTH 01°06'03" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°42'33" WEST, A DISTANCE OF 1880.33 FEET; THENCE NORTH 89°16'22" WEST, 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.

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!

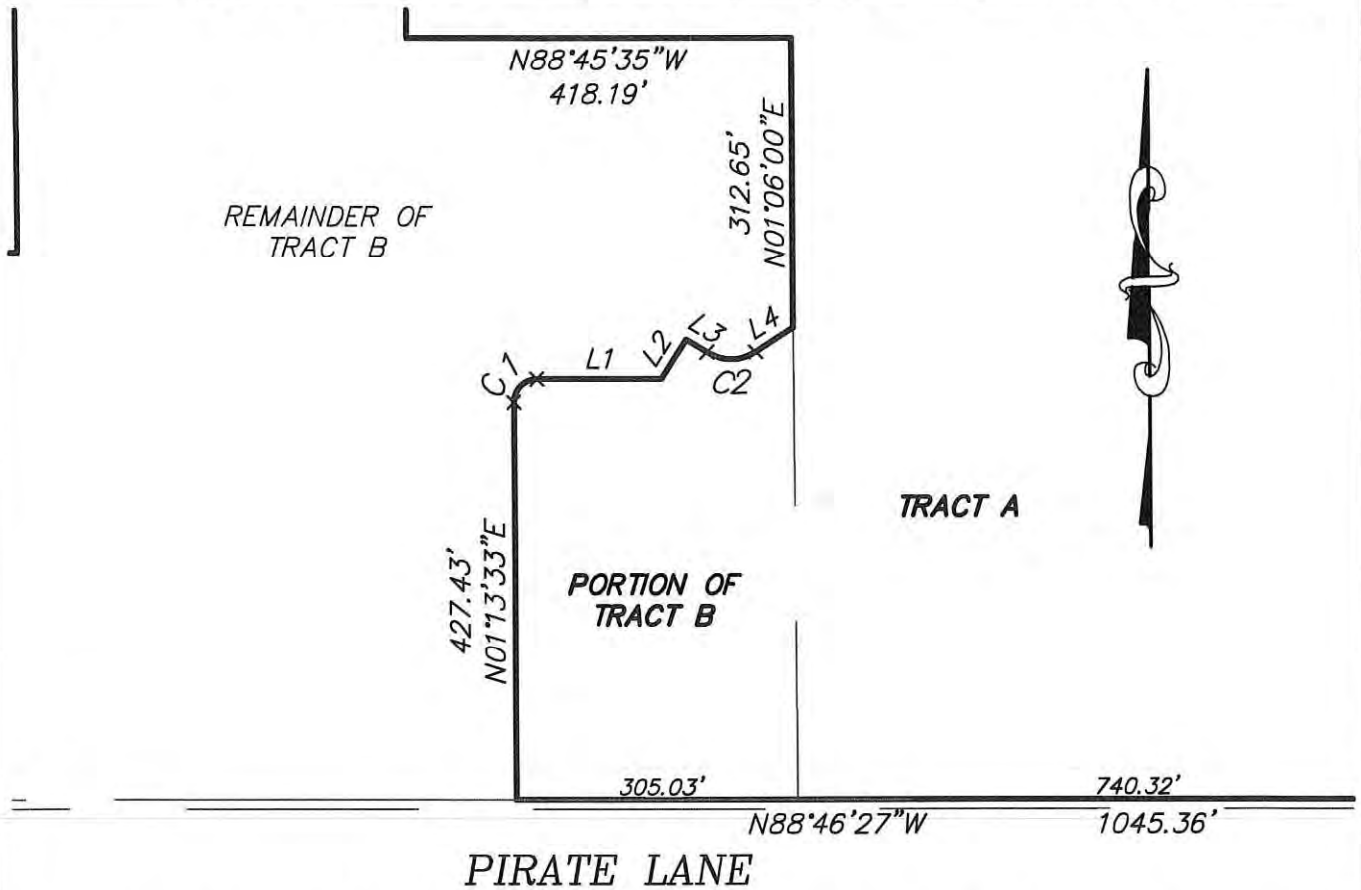
AAL LAND SURVEYING SERVICES, INC.

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 4
JOB # 48221 CDD REMAIN DATE: 12-11-25 SECTION 15, TOWNSHIP 28S, RANGE 37E L.B. #6623	ANDREW W. POWSHOK P.L.S. No. 5383 3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110	SCALE: 1" = 500'  NORTH

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.

SKETCH OF DESCRIPTION JOB # 48221_CDD_REMAIN DATE: 12-11-25 SECTION 15, TOWNSHIP 28S, RANGE 37E L.B. #6623	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 style="text-align: center;">NOT VALID WITHOUT SHEETS 1-4</p>	SHEET 2 OF 4 SCALE: 1" = 500' NORTH
3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110		

NEW CDD BOUNDARY

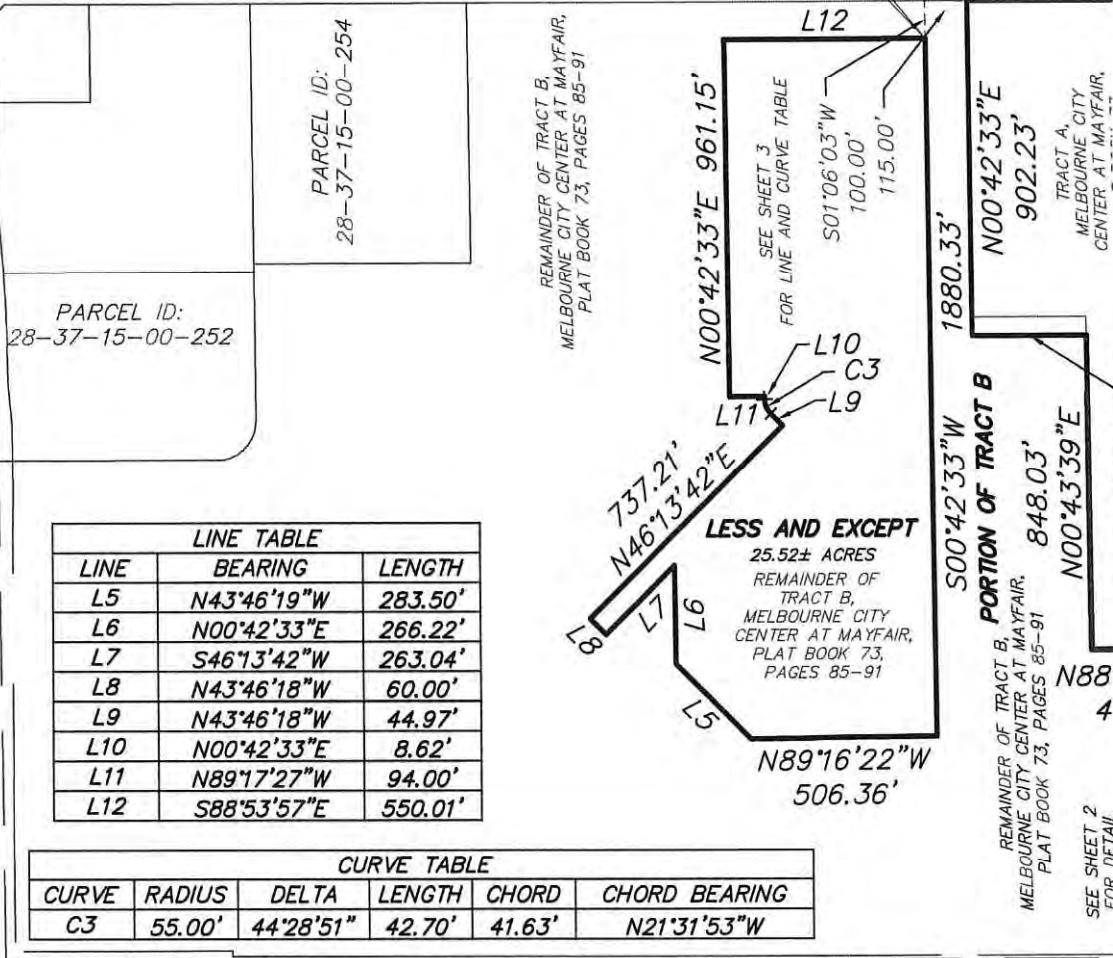


POINT OF BEGINNING

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

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 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.

SKETCH OF DESCRIPTION JOB # 48221_CDD_REMAIN DATE: 12-11-25 SECTION 15, TOWNSHIP 28S, RANGE 37E L.B. #6623	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 4 OF 4
	NOT VALID WITHOUT SHEETS 1-4	3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110

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

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1001 Bradford Way

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Kingston, TN 37763

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

eacosta@gmssf.com

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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:
Andressa Hinz Philippi
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Timestamp

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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:
Gregory Jason Pettibon
78461AB4C74B4DC...

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Intermediary Delivery Events

Status

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Certified Delivery Events

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Carbon Copy Events

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Witness Events

Signature

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Notary Events

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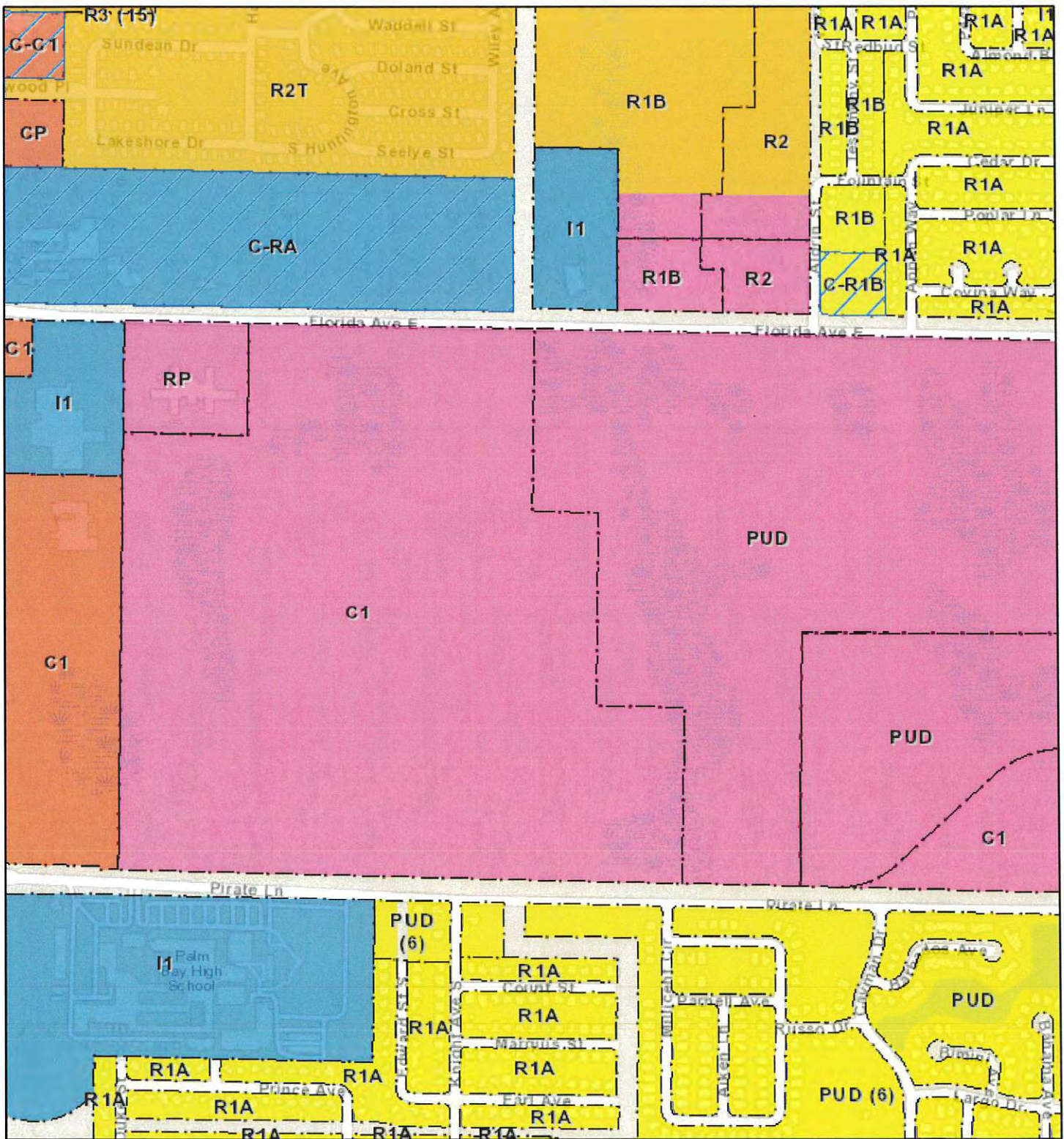
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	1/15/2026 3:11:41 PM

Payment Events	Status	Timestamps
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EXHIBIT 6
FUTURE LAND USE

CoM Zoning & Future Land User Viewer

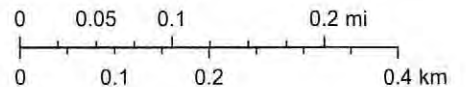


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Future Land Use Designations

- | | | |
|-------------------------|----------------------------|----------------------|
| Urban Edge | Medium Density Residential | Industrial |
| Estate Residential | High Density Residential | Public/Institutional |
| Agricultural | Mixed-Use | Recreation |
| Conservation | General Commercial | Zoning Districts |
| Low Density Residential | Office/Professional | Conditional Uses |
| | Heavy Commercial | |



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.

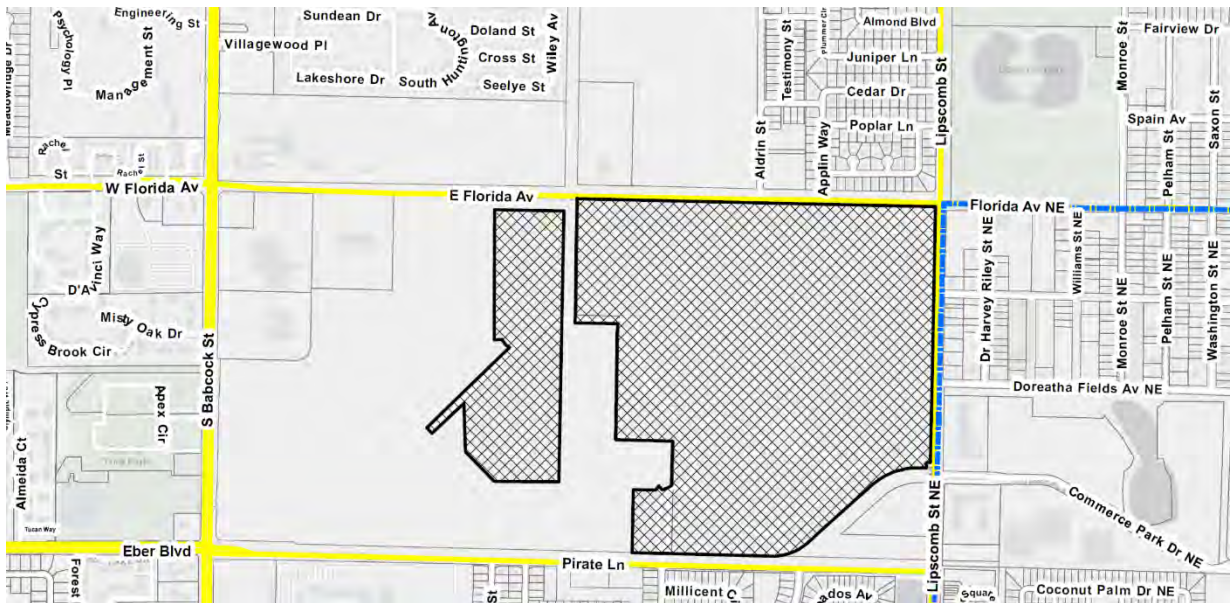
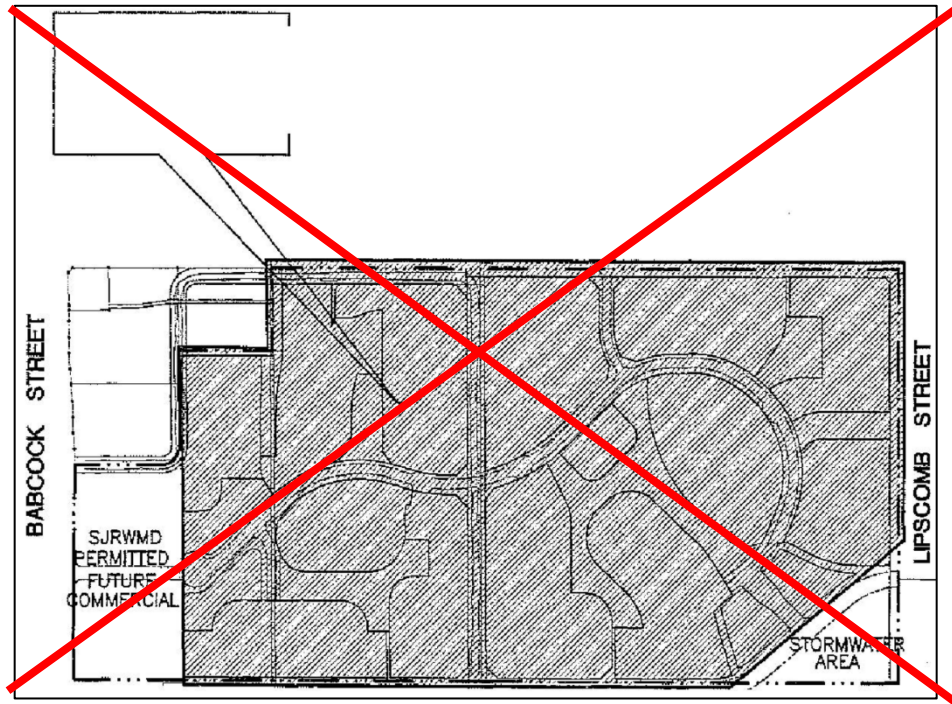
* * * *

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 12th day of May, 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 26, 2026
City Manager's Item Report

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

Subject:

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

Background/Consideration:

This is the second 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

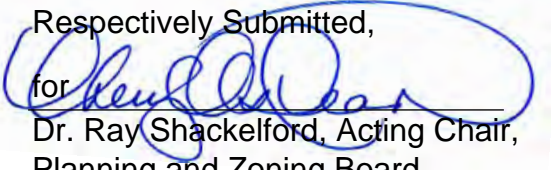
1. The proposed modifications to City Code are consistent with the goals and objectives of the Comprehensive Plan and will assist in the execution of policies within the Comprehensive Plan. The proposed revisions will implement policy language that clarifies rent income limitations for affordable housing 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 12th day of May, 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 26, 2026
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.10.

Subject:

Contract for Professional Engineering Services for Pavement Management, Michael Baker International, Jacksonville, FL.

Background/Consideration:

The process to select a consultant for the professional services to provide a full pavement assessment and management plan began on December 12, 2025 with a public advertisement requesting qualifications from interested professional consulting firms. On March 10, 2026, City Council authorized the City Manager to negotiate Professional Engineering Services with Michael Baker International, Inc., of Jacksonville, FL.

The scope of services includes general and specialty services to inventory roadways, assess roadway conditions, categorize those conditions and provide a prioritized list of roadways for resurfacing and maintenance. The collection and analysis of this information allows the City to manage the resurfacing of the City-maintained roadway system in a manner that extends its service life, minimizes long-term maintenance costs, reduces untimely repairs and appropriately plan and budget for future roadway maintenance operations. The scope of services also provides for optional tasks such as LiDAR data collection for sidewalks, inlets, curb ramps, valves and manholes; however, the City will not be utilizing the last two optional tasks noted as "Phase 4 - LiDAR Valves Extraction (optional)" or "Phase 4 - LiDAR Manhole Extraction (optional)". Therefore, these tasks are not included in the total contract price. Should the City wish to employ these optional tasks at a later date, staff would return to City Council for approval.

The contract provides for a commencement date of May 26, 2026. Completion is expected within 18 months from Notice to Proceed.

Fiscal/Budget Impact:

Project No. 68124 is not adequately funded. An administrative budget adjustment is necessary from Project No. 68026 (Fiscal Year 2026 Annual Resurfacing Program) in the amount of \$264,423.46.

Requested Action:

Approval of a Professional Engineering Services Contract for Pavement Management, Project No. 68124, Michael Baker International, Inc., Jacksonville, FL - \$364,423.26.

Memorandum

To: Jenni Lamb, City Manager
Thru: Joan Junkala-Brown, Deputy City Manager
From: James Ennis, City Engineer
Date: May 18, 2025
Re: Professional Engineering Contract with Michael Baker International, Inc. for City Wide Pavement Management Services, Project No. 68124

This is a request for City Council to approve a contract award to Michael Baker International, Inc., of Jacksonville FL, for professional engineering services for City Wide Pavement Management Services.

Background:

On March 10, 2026, City Council authorized staff to negotiate a professional engineering services contract with Michael Baker International, Inc. for city wide pavement management services.

Scope of Services:

The purpose of the pavement management services is to provide general and specialty services to inventory roadways, assess roadway conditions, categorize those conditions and provide a prioritized list of roadways for resurfacing and maintenance. Optional services include LiDAR data collection for sidewalks, inlets, curb ramps, valves and manholes.

The collection and analysis of this information allows for staff to manage the resurfacing of the City's roadway system in an objective and effective manner which should help extend the service life of the roadway system, minimize long-term maintenance costs, reduce untimely repairs and appropriately plan and budget for future roadway maintenance operations.

The additional services described will help to positively identify the locations of City owned infrastructure and other improvements within the rights-of-way, to allow for more effective project planning.

Compensation and Schedule:

The compensation and schedule are outlined in the consultant contract agreement. The work associated with the project is estimated to be completed within 18 months from notice to proceed. City negotiations included identification of the negotiated scope, subdivision of scope categories, core versus optional tasking in support of the roadway assessment which resulted in a contract amount of \$364,423.26.

Budget Impact:

Total project cost is \$364,423.26; funds are not adequate in the project budget. An administrative budget adjustment is necessary from Project 68026 - Annual Resurfacing FY26 in the amount of \$264,423.46.

Recommendation:

Approval of contract award to Michael Baker International, Inc., of Jacksonville FL, for professional engineering services for City Wide Pavement Management Services, Project No. 68124, in the amount of \$364,423.26.

Cc: Marla Keehn, Management and Budget Officer
Kacie Black, Contract Manager

AGREEMENT FOR PROFESSIONAL SERVICES
PROFESSIONAL ENGINEERING SERVICES- PAVEMENT MANAGEMENT

This **AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and Michael Baker International, Inc., a Foreign Profit corporation, whose mailing address is 12740 Gran Bay Parkway West Ste 2110 Jacksonville, FL 32258 hereinafter referred to as the **CONSULTANT**.

CITY CONTACT:	CONSULTANT CONTACT:
Engineering Dept	Michael Baker International, Inc.
City Engineer James Ennis City of Melbourne 900 East Strawbridge Ave Melbourne, FL 32901 Email: james.ennis@mlbf.org P: 321-321-608-7300/F:	Patrick Warren Michael Baker International, Inc. 12740 Gran Bay Parkway West Ste 2110 Jacksonville, FL 32258 Email: warren.patrick@mbakerintl.com P:843-745-8813

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

- Exhibit A: Standard Terms and Conditions of Agreement for Professional Services (Std Version 10/22/2025)
 - Exhibit A1. Statement of Work
 - Exhibit A2. Standards
 - Exhibit A3. Additional Provisions for Continuing Contract
 - Exhibit A4. Negotiated Rates
 - Exhibit A5. Insurance Requirements
- Exhibit B: Supplemental Provisions
- Exhibit C: Federal Compliance Provisions
- Exhibit D: Negotiated Procurement
 - City's Solicitation for Professional Services #RFQ-Pavement-0-2025/KB) dated December 12, 2025, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated February 2, 2026, but only to the extent responsive to CITY's Solicitation, as the case may be (the "Submittal")
 - Piggyback Provisions (Continuing Contract Only) with attached source contract between _____ and Consultant titled _____ (# _____) dated _____,

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on May 26, 2026 (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on _____ (the "Expiration Date") and is not renewable is renewable for up to _____ additional terms (each term consisting of ___ years), unless otherwise terminated.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONSULTANT:

Michael Baker International, Inc.,
a Foreign Profit corporation

Signature Name: _____ Date
Title: _____

City Use Only	
CCNA eligibility	Commencement Date: _____ **
<input checked="" type="checkbox"/> Defined project (Study > \$35,000 or Project construction costs > \$325,000)	** Note: But effective no earlier than last of the parties to execute
<input type="checkbox"/> Continuing contract (study < \$500,000 and project construction costs < \$7,500,000)	Expiration Date, subject to outstanding work orders: _____
Emergency purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Renewal: <input checked="" type="checkbox"/> No
	<input type="checkbox"/> Yes: _____ terms (each term consisting of ___ years)
	Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. DEFINITIONS

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONSULTANT 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. "Task Order" is CITY's document setting forth specific Services to be rendered and Notice to Proceed information.
- D. "Notice to Proceed" means CITY's authorization for CONSULTANT to provide the Services defined in accordance with the CITY's Task Order sent to CONSULTANT.
- E. "Service(s)" means the work which CONSULTANT is to perform for CITY as set forth in Exhibit A1 in compliance with the Standards of Exhibit A2.
- F. "Expiration Date" is defined as set forth on the first page of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall begin on the Effective Date, and continue to the Expiration Date, subject to Exhibit A3 as applicable. The Effective Date of this Agreement shall be the date of the last of the parties to sign, unless otherwise stated. If this Agreement is renewable, it shall only be renewed at CITY's sole discretion.

3. RATES AND CHARGES

- A. Rates and charges set forth on Exhibit A4 shall remain fixed for the duration of this Agreement except as provided herein.
- B. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONSULTANT shall be stated separately on CONSULTANT's invoice and borne by CONSULTANT. In the event that CITY is prohibited by law from remitting payments to the CONSULTANT 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 CONSULTANT. CITY shall not reimburse CONSULTANT for the amount of such taxes withheld.
- C. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONSULTANT.
- D. 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.
- E. CITY reserves the right to have CONSULTANT's records inspected and audited to ensure compliance with this Agreement. At CITY's option or upon CONSULTANT's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONSULTANT is found to not be complying with this Agreement in any way, CONSULTANT 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 CONSULTANT's failures to abide by the obligations of this Agreement shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for Services as specified in this Agreement shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). CITY will not pre-pay for Services not yet performed; CONSULTANT shall not submit an

invoice for services not yet performed. The proper invoice shall be submitted on a form provided by the CITY and available on the CITY's website, which form must be completed to identify the project, Task Order, description of Services provided, dates of Services provided, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONSULTANT must render proper invoice to the City of Melbourne, Engineering Dept via email to Engineering@MLBFL.org, unless otherwise directed to deliver an original invoice to City Engineering, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

- B. CONSULTANT shall be responsible for and hold the CITY harmless for any and all payments to CONSULTANT's vendors or subcontractors utilized in the performance of the Services.
- C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *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 Agreement.
- E. No payments shall be made in advance of acceptance of services not covered under this Agreement nor for Services not acceptable to CITY.
- F. CONSULTANT 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.
- G. 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 Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONSULTANT on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

6. NON-EXCLUSIVITY

The right to provide the Services, which will be granted under this Agreement, shall not be exclusive. The CITY reserves the right to obtain any Services from another provider when it is in the best interest of CITY, subject to the requirements of §287.055, Fla. Stat.

7. TERMINATION

- A. CITY may terminate this Agreement or any Task Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONSULTANT.
- B. CITY may terminate this Agreement upon written notice to CONSULTANT in the event CONSULTANT defaults on any of the terms and conditions of this Agreement 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 Agreement, without providing CONSULTANT with notice of default or an opportunity to cure, if CITY determines that CONSULTANT has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONSULTANT but without an opportunity to cure if CITY determines CONSULTANT knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONSULTANT's submittal or this Agreement, 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 CONSULTANT 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, CONSULTANT 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 Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.
- 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 CONSULTANT but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONSULTANT'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 CONSULTANT's work in process and audit all relevant documents prior to paying CONSULTANT's invoice.
- I. There shall be no charges for termination of task orders for Services. Notwithstanding anything to the contrary, CONSULTANT shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONSULTANT's suppliers or subcontractors after CONSULTANT receives the notice, nor for any costs CONSULTANT could reasonably have avoided.
- J. Notwithstanding anything else in this Agreement, failure to meet the performance date(s) in this Agreement shall be considered a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control to include acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONSULTANT shall immediately notify CITY in writing (within 72 hours of the event) and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Task Order at no cost to CITY.

9. SCHEDULING AND ORDERS

- A. CONSULTANT 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 Agreement until such Services are specified in an issued Task Order.
- D. CONSULTANT, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

10. DESIGN PROFESSIONAL STANDARDS

- A. In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- B. CONSULTANT shall meet the descriptions and specifications provided on Exhibit A1 and the Standards stated in Exhibit A2. CONSULTANT shall use due care in performing its services and shall have due regard for acceptable professional standards and principals.
- C. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONSULTANT'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 CONSULTANT's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications, whether provided by CITY or furnished with the Item, may be returned to CONSULTANT at CONSULTANT's risk and expense and, at CITY's request, shall immediately be corrected or replaced.
- D. To the extent Items are provided by CONSULTANT, CONSULTANT represents that:
 - (i) Items will not infringe on intellectual property rights;
 - (ii) CONSULTANT has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances; and
 - (iii) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONSULTANT, and to any other agreed-to specifications.

11. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, CONSULTANT 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, CONSULTANT will be solely responsible for determining the means and methods for performing the required Services. CONSULTANT shall have complete charge and responsibility for personnel employed by CONSULTANT; however, the CITY reserves the right to instruct CONSULTANT to remove from the CITY's premises immediately any of CONSULTANT's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONSULTANT's obligation to provide Services under this Agreement.

12. SECURITY

CONSULTANT confirms that employees of CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT's expense; and (v) be shipped to CITY promptly on demand.
- B. CONSULTANT shall insure CITY's personal property and be liable for loss or damage while in CONSULTANT's possession or control, ordinary wear and tear excepted.

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONSULTANT hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONSULTANT arising out of or utilized by the CONSULTANT in the performance of this Agreement 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 CONSULTANT waives all rights of attribution and integrity for specific works created by CONSULTANT under this Agreement.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT's Services. If an injunction issues as a result of any such claim or action, CONSULTANT agrees at CONSULTANT'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 CONSULTANT or for any Item destroyed and for Services connected therewith.

16. DESIGN PROFESSIONAL INDEMNIFICATION

In relation to this Agreement, CONSULTANT represents that it is a design professional as defined by §725.08, Fla. Stat. CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. 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. The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the CITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

17. COMPLIANCE WITH LAWS

- A. CONSULTANT 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 Agreement. Lack of knowledge by CONSULTANT 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 CONSULTANT's personnel providing Services to the CITY.
- B. CONSULTANT represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONSULTANT 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, CONSULTANT shall provide documentation thereof, including but not limited to copies of CONSULTANT's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONSULTANT'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). CONSULTANT shall establish appropriate procedures and controls so no services or products under this Agreement will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

CONSULTANT 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 Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095, Fla. Stat.

- E. Public Entity Crimes Statement. CONSULTANT 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 submittal for a period of thirty-six (36) months. CONSULTANT acknowledges the continuous duty to disclose to the CITY if CONSULTANT or any of its affiliates are placed on the convicted vendor list.
- F. CONSULTANT shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies or Other Entities. Subject to *Odebrecht Construction, Inc., v. Prasad and Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, VENDOR certifies that it (a) if the contract is more than \$100,000, has not been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that VENDOR has falsely certified facts under this sub-paragraph or if VENDOR is found to have been placed on the Scrutinized Companies or Other Entities Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat. Foreign Gifts and Contracts. CONSULTANT must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- H. Foreign Country of Concern. CONSULTANT 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.
- I. 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 Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- J. CONSULTANT 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. CONSULTANT will perform only those Services identified on Exhibit A1 and, to the extent located on City premises, will work only in areas designated for such Services. CONSULTANT 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.
- K. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

- A. CONSULTANT understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONSULTANT 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 CONSULTANT for the Services and Items provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Agreement for Services must be made directly to the CITY and CONSULTANT shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONSULTANT is "acting on behalf of the CITY" CONSULTANT shall be subject to the following provisions:
 - (i) As required by §119.0701, Fla. Stat., CONSULTANT 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 this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
 - (4) Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the Service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT 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 CONSULTANT who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Agreement by CONSULTANT. In the event of such breach, in addition to all other remedies available, CONSULTANT 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 CONSULTANT 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 CONSULTANT.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Agreement contains the entire understanding between the CITY and CONSULTANT 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 CONSULTANT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. In the event of any conflict between or among this Agreement or any ambiguity or missing specifications or instruction, the following priority is established:
 - First, the "Supplemental Provisions" set forth as Exhibit B to this Agreement;
 - Second, the "Federal Provisions" set forth as Exhibit C to this Agreement;
 - Third, these "Standard Terms and Conditions of Agreement for Professional Services" incorporated by reference into this Agreement, including exhibits.
 - Fourth, CITY's Solicitation, with supporting addenda and CONSULTANT's Submittal but only to the extent responsive to CITY's Solicitation, collectively incorporated by reference into this Agreement.
 - Fifth, the "Piggyback Provisions" set forth as Exhibit D to this Agreement, including underlying source contract attached thereto
- C. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- D. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- E. If any provision of this Agreement 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 Agreement to fail in any of its essential purposes.
- F. Notwithstanding anything else contained in this Agreement, CITY and CONSULTANT specifically agree that failure to perform certain obligations undertaken in connection with this Agreement would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONSULTANT's failure to complete performance of the Services called for in this Agreement or on any project ordered under this Agreement, 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 Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT: SUBCONTRACTORS

CONSULTANT may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the CITY. CITY may cancel this Agreement for cause should CONSULTANT attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by CONSULTANT and CITY and subject to with the same degree of formality evidenced in this Agreement. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any

subcontractor of CONSULTANT. CONSULTANT will be fully responsible to CITY for the acts and omissions of the CONSULTANT'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 agrees to CONSULTANT extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of CONSULTANT.

23. APPLICABLE LAW

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

24. HEADINGS

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

25. SURVIVAL

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (Design Professional 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 (Statement of Services), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Agreement.

26. TIME

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

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

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

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EXHIBIT A1

STATEMENT OF SERVICES

§

CONSULTANT shall perform all work and provide all Services (and Items incidental thereto) set forth herein in compliance with the Standards of Exhibit A2. The plans, reports and recommendations of the Consultant will be reviewed by the City for conformity with City standards and agreement terms. However, review by the City does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

CONSULTANT shall provide _____ as more particularly described as follows:

- Physically inventory and evaluate the condition of all City streets using a procedure accepted as industry standard, i.e. ASTM 6433.
- Physically inventory and evaluate the condition of all City sidewalks using a procedure accepted as industry standard, i.e. ASTM F1637.
- Physically inventory and evaluate the condition of all City curbing using a procedure accepted as industry standard.
- Physically inventory and evaluate the condition of all City striping using a procedure accepted as industry standard.
- The City does not currently use a pavement management software. If the submitting firm has a recommendation on software then the pavement management software must be capable of the following:
 - Summarizing the condition of City streets, sidewalk, curb and striping
 - Prioritizing the resurfacing and reconstruction program
 - Predicting future pavement, sidewalk, curb and striping condition
 - Integrating effect of pavement maintenance
 - Being updated by City staff as street improvements are accomplished
 - Is a standalone system
- GIS data must be provided for all condition indexes collected and must be compatible with the City's GIS system (ESRI ArcGIS 10.9.1) in a file geodatabase.
- Training City staff to be proficient with the software
- Providing Engineer's opinion of probable construction cost of street resurfacing or reconstruction by street
- Implementation of a pavement management system that will allow the City to integrate and maintain an inventory, analyze condition data, and track construction history, while conducting multi-year analyses to guide sound, defensible decisions on roadway preservation and maintenance
- Provide City staff with a systematic, consistent, and reproducible method for determining priorities and optimal time of improvements for economically managing its roadway assets
- Provide a Pavement Management Plan to identify preventive maintenance needs.
 - The final report shall include at a minimum the following:
 - Methodology
 - Maintenance and Rehabilitation Plan
 - Geo-referenced digital photography to include photography/video of roadway pavements.
 - Technical reports with tables and figures to summarize the condition of City's roadway pavement and their recommended maintenance needs

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EXHIBIT A2
STANDARDS

In addition to those requirements set forth in the Statement of Services attached and incorporated as Exhibit A1 to the Agreement, all Services (and Items incidental thereto) and work provided by the CONSULTANT shall conform to state and federal law, City of Melbourne Code of Ordinances, as well as City standards and other standards set forth below:

Modification of Standards. The standards requirements set forth above may be modified to an updated standard at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City Engineer is authorized to modify the standards requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

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EXHIBIT A3

**ADDITIONAL PROVISIONS
EXHIBIT A3**

**ADDITIONAL PROVISIONS
FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(CCNA)**

Not applicable

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EXHIBIT A4

NEGOTIATED RATES

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

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RFQ FOR PROFESSIONAL ENGINEERING SERVICES

PAVEMENT MANAGEMENT PLAN

CITY OF MELBOURNE

SCOPE AND PRICING PROPOSAL V2



Submitted to:



Submitted by:

Michael Baker

INTERNATIONAL

12740 Gran Bay Parkway West, Suite 2110
Jacksonville, FL 32258

May 5, 2026

James W. Ennis, PE, PMP, City Engineer
 Submitted via: email

RE: 2026 Citywide Pavement Condition Assessment - Pricing v3- with basic LiDAR extraction

Dear Mr. Ennis:

Michael Baker International, Inc. (Michael Baker) proposes a not-to-exceed fee of **\$483,215.56** to perform the defined scope of services for the City of Melbourne, based on an assumed network of approximately 296 centerline miles. The proposed fee includes all labor, services, materials, equipment, and deliverables necessary to complete the work described in the Technical Proposal and summarized below:

The scope includes citywide mobile data collection using LCMS and Mobile LiDAR technologies to support pavement analysis and establish a comprehensive right-of-way (ROW) data foundation. LiDAR services are limited to data collection, processing, and location-based inventory extraction for sidewalks, drop inlets, curb ramps, valves, and manholes only. Extraction is limited to location identification; no asset classification, condition assessment, or additional feature extraction is included. No LiDAR-based condition evaluation or asset extraction is provided for any other asset types. The collected LiDAR dataset will be retained and made available to the City, allowing the City to pursue future asset extraction on an “à la carte” basis, based on evolving needs, schedule, and available funding.

All services will be performed in accordance with the methodologies, standards, and deliverables outlined in the Technical Proposal. The proposed pricing reflects the level of effort required to deliver accurate, repeatable, and defensible results for the defined scope and represents full compensation for the services described, with no additional costs anticipated, assuming no changes to scope, mileage, or deliverables.

Task		Fee			
Phase 1 – Project Initiation		\$6,524.00			
Phase 2 – Pavement Data Collection		\$84,078.00			
Phase 2 – LiDAR Data Collection		\$93,988.00			
Phase 3 – Pavement Data Processing		\$39,693.00			
Phase 3 – LiDAR Data Processing		\$27,421.00			
Phase 4 – PMS Implementation, Analysis, and Reporting		\$38,339.00			
Phase 4 – PMS Training		\$5,302.00			
	Qty	Unit	Unit Cost		
Phase 4 – LiDAR Sidewalk Extraction (optional)		104	Miles	166.65	\$17,331.60
Phase 4 – LiDAR Drop Inlet Extraction (optional)		3,962	Each	7.01	\$27,773.62
Phase 4 – LiDAR Curb Ramp Extraction (optional)		1,036	Each	23.14	\$23,973.04
Phase 4 – LiDAR Valves Extraction (optional)		37,000	Each	2.46	\$91,020.00
Phase 4 – LiDAR Manhole Extraction (optional)		4,465	Each	6.22	\$27,772.30
Initial 12-month AtlasView Pavement Management System	Includes initial AtlasView setup, configuration, data loading, and deployment of the pavement module; subscription term begins upon initial data upload				Included
ViSTASM Viewer	Three (3) years included from data delivery				Included
Total Not-to-Exceed Fee					\$483,215.56

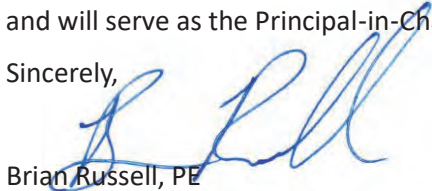
- LiDAR processing and extraction are limited to location identification for the above assets; no other assets, attribution or features will be extracted.
- LiDAR and Pavement collection must be performed jointly.
- Phase 4 LiDAR extraction is optional and may be procured separately at the City’s discretion.

Ownership & AtlasView Renewal

- Data Ownership: The City of Melbourne will retain full ownership of all collected and processed data.
- AtlasView Pavement Module Renewal: \$4,000/year after initial year
- AtlasView Public Dashboard Renewal: \$2,500/year after initial year


I, **Brian Russell, P.E.**, an officer of Michael Baker International, am authorized to execute contracts on behalf of the firm and will serve as the Principal-in-Charge for this project.

Sincerely,




Brian Russell, PE
Vice President, Office Executive, Jacksonville, FL, Principal-in-Charge

Michael Baker International, Inc.

 904-380-2507

 BRussell@mbakerintl.com

 12740 Gran Bay Parkway West, Suite 2110
Jacksonville, FL 32258

Michael Baker
INTERNATIONAL

We Make a Difference

MICHAEL BAKER INTERNATIONAL, INC.
12740 Gran Bay Parkway West, Suite 2110
Jacksonville, FL 32258

EXHIBIT A5

INSURANCE REQUIREMENTS

A. **Insurance Coverage.** The CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property or other loss which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the total contract amount and no additional charge shall be added for insurance coverage. Neither the CONSULTANT nor its agents, representatives, employees and subcontractors shall commence work under this contract until all insurance required hereunder is obtained and approved by the CITY.

Required insurance is indicated below (Mark required insurance coverage with an "X")

 X Workers Compensation & Employer's Liability Insurance
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H 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. In the event CONSULTANT provides services from another state, the workers compensation requirement shall be amended to require the CONSULTANT to maintain worker's compensation and employer's liability insurance as required by the states where the work is performed.

 X Professional Liability Insurance /Errors and Omissions Insurance
The Consultant shall maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the Consultant, its agents, servants, employees and subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

The Consultant shall require each subcontractor providing professional services to maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the subcontractor, its agents, servants, employees and sub-subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

 X Business Automobile Liability Insurance.
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event CONSULTANT or subcontractor, as the case may be, does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT or its subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.

 X Commercial General Liability Insurance.
The CONSULTANT shall maintain in force for the duration of the contracted period Commercial General Liability Insurance which must include coverage for acts and omissions of the CONSULTANT as well as its agents, servants, employees and subcontractors, with a limit of not less than \$1,000,000 per occurrence/aggregate and a

deductible amount of not more than \$100,000 per claim. The policy shall be written on an occurrence basis, not claims made.

The CONSULTANT shall require each of its subcontractor to procure and maintain during the life of any subcontract Subcontractor's Public Liability and Property Damage Insurance coverage in amounts satisfactory to the CONSULTANT for the CONSULTANT's own protection.

_____ Other insurance: _____

B. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the City and are subject to the acceptance and approval of the CITY, in its sole discretion.

C **Primary Insurance.** The insurance coverage required hereunder shall be primary insurance as respects the CITY. Any insurance or self-insurance maintained by the CITY shall be in excess of the CONSULTANT's insurance and shall not contribute with it. Nothing in this Agreement shall be read to waive sovereign immunity of the CITY.

D. **Notice of Termination; Acceptability of Insurers; Verification of Coverage.** Each insurance policy required hereunder shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. All insurers shall be authorized to do business in Florida and shall have an A.M. Best rating of A (or better), Class VII (or higher) or otherwise be acceptable to the City if not rated by A.M. Best or if work is being performed in another state. The CONSULTANT shall file with the City Engineer and shall keep in full force and effect at all times during the term of this Agreement a certificate of insurance and original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the CITY as an additional insured including a waiver of subrogation specification evidencing general liability, auto liability and worker's compensation coverage. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Professional Services.** This Agreement is awarded pursuant to the Consultants' Competitive Negotiation Act (§287.055, F.S.) to include the following professional services (mark all that apply):

- Engineering
- Architect
- Landscape Architect
- Land Surveyor

2. **Negotiated Procurement. (Mark applicable provision)**

- This Agreement is awarded based on CONSULTANT's Submittal responding to CITY's Solicitation for professional services. CONSULTANT represents and warrants that all information and representations contained in the Submittal are truthful to the best of CONSULTANT's knowledge and belief and CONSULTANT hereby restates and affirms all representations contained in the Submittal. The Solicitation and the Submittal are incorporated into this Agreement by reference. The Solicitation and the Submittal are on file with the City's Engineering Department.
- This Agreement is awarded based on that certain contract previously bid between _____ and _____ dated _____, attached to this Agreement as an attachment of Exhibit D. The parties agree that the award is limited by the provisions of the Consultants' Competitive Negotiation Act (§287.055, F.S.) such that the professional services under the contract previously bid and this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- This Agreement is awarded based on an exemption from negotiated procurement as indicated: _____ [explain exemption]

3. **Performance Bonds.**

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

4. **Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Agreement and changes in address/addressee shall be directed to the City Contact as identified on the cover page of this Agreement. Notice and communication with the City regarding the Services shall be directed to the City Engineering Department Contact as identified on the cover page of this Agreement. Inquiries regarding payment to CITY shall be directed to City of Melbourne, City Engineering Department, Attn: City Engineer, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONSULTANT shall be directed to the CONSULTANT Contact as identified on the cover page of this Agreement.
- C. Notice of default or notice of termination of this Agreement 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

City Engineer
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONSULTANT:

Michael Baker International, Inc.
12740 Gran Bay Parkway West Ste 2110
Jacksonville, FL 32258

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.

5. Other Provisions

A. [insert here as applicable]

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Melbourne City Council
May 26, 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:

Consent Agenda

Background/Consideration:

- a. Purchase of Panasonic Toughbooks for the Police Department, Law and Order Technology LLC, Boynton Beach, FL - \$180,038.39.
- b. Authorization to negotiate a software purchase and license agreement for public works and utility asset management software with Trimble, Inc., Westminster, CO, Project No. 34522.
- c. Purchase of replacement chiller system for Melbourne City Hall, Project No. 10525, Air Mechanical & Service Corp., Casselberry, FL - estimated amount of \$298,622.
- d. Continuing Contract for Professional Engineering Services for the Facilities Condition Assessment and Master Plan to Kimley Horn & Associates, Inc., Vero Beach, FL.
- e. Renewal of Professional Services Contract for Stormwater Conveyance Inventory and Evaluation with RES Florida Consulting, LLC formerly known as E Sciences, Inc., Orlando, FL.



Melbourne City Council
May 26, 2026
City Manager's Item Report

Department:	Information Technology
Presenter:	Kevin Burns
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.11.a.

Subject:

Purchase of Panasonic Toughbooks for the Police Department.

Background/Consideration:

The Police Department uses Panasonic Toughbooks as their mobile platform to manage and transmit critical operational data. The Toughbooks are mounted inside police vehicles via a docking station and are also used as a mobile device outside of their vehicles to manage their daily activities and responsibilities. This request is for the purchase of 44 scheduled replacement Toughbooks purchased in 2020, that are at or past the 5-year end of normal service life.

Contract/Solicitation:

This purchase utilizes the contract pricing from State of Florida contract # 4321000-23-NASPO-ACS. All quoted discount percentages are greater than the contract discount percentages. This contract expires on June 30, 2028.

Fiscal/Budget Impact:

This purchase is adequately funded in the adopted Fiscal Year 2026 budget, Computer Equipment (13000516-552025).

Requested Action:

Approval to purchase Panasonic Toughbooks for the Police Department, Law and Order Technology LLC, Boynton Beach, FL - \$180,038.39.

Law and Order Technology LLC

2500 Quantum Lakes Drive
 Suite 203
 Boynton Beach, FL 33426
 USA

Voice: (954) 281-5050
 Fax: (954) 827-6445

QUOTATION

Quote Number: A34202601
 Quote Date: Apr 9, 2026
 Page: 1

Quoted To:
City of Melbourne 900 E. Strawbridge Avenue Melbourne, FL 32901 United States

Drop Shipment

Customer ID	Good Thru	Payment Terms	Sales Rep
MelbournePDFL	6/10/26	Net 30 Days	RWS

Quantity	Item	Description	Unit Price	Amount
44.00	FZ-55JV401BM	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), 14" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB SSD, Intel Wi-Fi 6E, BT, 4G EM7595, GPS, Dual Pass MSRP: \$4,040.98 Discount: 24.4%	3,054.53	134,399.32
44.00	CF-SVCLTNF5Y	PROTECTION PLUS WARRANTY - CF-31, FZ-55, CF-20, LAPTOP (YEARS 1, 2, 3, 4 and 5) MSRP: \$889.00 Discount: 27.6%	643.76	28,325.44
44.00	CF-SVCPDBRZ	Toughbook and Toughpad Bronze Deployment - Unit un-packaging and assembly (battery, stylus/tether, case, and holder). windows image validation, one time windows MSRP: \$95.00 Discount: 23.8%	72.36	3,183.84
15.00	CF-AA5713A2M	AC Adapter (110W) for FZ-55, CF-33 MSRP: \$ 110.48 Discount: 13%	96.07	1,441.05
44.00	CF-SVC512SSD5Y	512GB SSD - Toughbook No return of defective drive (Years 1,2,3,4 and 5) MSRP: \$ 306.00 Discount: 16.5%	255.36	11,235.84
10.00	FZ-VZSU1HU	Standard Battery for FZ-55 Mk1, Mk2. Can be used as a replacement for the main battery or as an optional 2nd battery in the Front Expansion Area. MSRP: \$ 170.70 Discount 14.9%	145.29	1,452.90

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

Law and Order Technology LLC

2500 Quantum Lakes Drive
 Suite 203
 Boynton Beach, FL 33426
 USA

Voice: (954) 281-5050
 Fax: (954) 827-6445

QUOTATION

Quote Number: A34202601
 Quote Date: Apr 9, 2026
 Page: 2

Quoted To:
City of Melbourne 900 E. Strawbridge Avenue Melbourne, FL 32901 United States

Drop Shipment

Customer ID	Good Thru	Payment Terms	Sales Rep
MelbournePDFL	6/10/26	Net 30 Days	RWS

Quantity	Item	Description	Unit Price	Amount
		All Pricing is Based Off the FL State Naspo Contract#43210000-23-NASPO-ACS or Naspo ValuePoint Contract# 23019		
			Subtotal	180,038.39
			Sales Tax	
			TOTAL	180,038.39

Account name: 10152537

CITY OF MELBOURNE - PUBLIC SAFETY
 900 E STRAWBRIDGE AVE
 MELBOURNE FL 32901-4739

SHIP-TO

MELBOURNE POLICE DEPT
 650 N APOLLO BLVD
 MELBOURNE FL 32935-5066

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation	
Quotation Number	: 0229411360
Document Date	: 29-APR-2026
PO Number	:
PO Release	: PANASONIC TB 55
Sales Rep	: Ricardo Pryor
Email	: RICARDO.PRYOR@INSIGHT.COM
Phone	: +14804096992
Sales Rep 2	: Margery Murphy
Email	: MARGERY.MURPHY@INSIGHT.COM
Phone	: +19374159418

Material	Material Description	Quantity	Unit Price	Extended Price
FZ-55JV401BM	Panasonic Toughbook 55 - Intel Core i5 1345U vPro up to 4.7 GHz - 16 GB RAM - 512 GB Opal SSD - 14" FHD 1000 Nit Gloved Multi Touch - Windows 11 Pro - Intel UHD - Intel Wi-Fi 6E - Bluetooth - 4G EM7595 - GPS - Dual Pass (CH1: GPS/CH2: WWAN) - Mic and Infrared 2MP Webcam - Standard Battery - TPM 2.0 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3658.00 Discount: 4.862%	44	3,480.16	153,127.04
CF-SVCLTNF5Y	Panasonic Protection Plus - Accidental damage coverage - parts and labor - 5 years - for Toughbook 19, 31, 52, 53, 74, C1, F9, H1, H2, S10, T8, U1 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 922.99 Discount: 22.322%	44	716.96	31,546.24
CF-SVCPDBRZ	Panasonic Deployment Services Bronze - Installation / configuration OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 110.99 Discount: 22.597%	44	85.91	3,780.04
CF-SVC512SSD5Y	Panasonic Hard Drive Warranty - Extended service agreement - no drive return (for 512 GB SSD drive) - 5 years OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 368.99 Discount: 22.385%	44	286.39	12,601.16
FZ-VZSU1HU	Panasonic FZ-VZSU1HU - Notebook battery - lithium ion - 6500 mAh - for Toughbook 55	10	146.66	1,466.60

Material	Material Description	Quantity	Unit Price	Extended Price
OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 192.99 Discount: 24.006%				
CF-AA5713A2M	Panasonic CF-AA5713A2M - Power adapter - 100 Watt - for Toughbook 55 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 124.99 Discount: 24.066%	15	94.91	1,423.65
Product Subtotal				156,017.29
Services Subtotal				47,927.44
TAX				0.00
Total				203,944.73

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
 +14804096992
RICARDO.PRYOR@INSIGHT.COM
 Fax 4807607266

Margery Murphy
 +19374159418
MARGERY.MURPHY@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>

From: [Matthew Leone](#)
To: [Vincent Vinueza](#); [USPublicAR](#); [fernando.quintero@us.panasonic.com](#)
Cc: [Kevin E. Burns](#); [IT Procurement](#)
Subject: RE: Panasonic Toughbook Quote - City of Melbourne
Date: Wednesday, April 29, 2026 2:47:29 PM
Attachments: [image002.png](#)
[image003.png](#)

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Hi Vincent

CDW will not be bidding on this

Matt Leoné

Account Manager | CDW•G

Phone: (312) 705-0997 | Fax: (312) 705-6471

Cell: (630) 479-6860 | Email: matleon@cdwg.com



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From: Vincent Vinueza <Vincent.Vinueza@mlbfl.org>

Sent: Wednesday, April 29, 2026 10:50 AM

To: Matthew Leone <matleon@cdwg.com>; USPublicAR <uspublicar@cdw.com>;
fernando.quintero@us.panasonic.com

Cc: Kevin E. Burns <Kevin.Burns2@mlbfl.org>; IT Procurement <itprocurement@mlbfl.org>

Subject: RE: Panasonic Toughbook Quote - City of Melbourne

Hi [@Matthew Leone](#)

Any updates on the quote?

Thanks

Vincent Vinueza

Assistant Director of Information Technology

City of Melbourne, Florida

900 E. Strawbridge Ave. 4th Floor

Melbourne, Fl. 32901

Cell: 321-520-2351

Desk: 321-608-7705

Vincent.Vinueza@mlbfl.org

"Technology is nothing. What's important is that you have faith in people, that they're basically good and smart—and if you give them tools, they'll do wonderful things with them" Steve Jobs



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From: Matthew Leone <matleon@cdwg.com>

Sent: Friday, April 24, 2026 8:44 AM

To: Vincent Vinueza <Vincent.Vinueza@mlbfl.org>; USPublicAR <uspublicar@cdw.com>; fernando.quintero@us.panasonic.com

Cc: Kevin E. Burns <Kevin.Burns2@mlbfl.org>; IT Procurement <itprocurement@mlbfl.org>

Subject: Re: Panasonic Toughbook Quote - City of Melbourne

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

@fernando.quintero@us.panasonic.com

Can you please send me the SPL?

Matt Leone

Phone: 312-705-0997

From: Vincent Vinueza <Vincent.Vinueza@mlbfl.org>

Sent: Tuesday, April 21, 2026 1:06:28 PM

To: USPublicAR <uspublicar@cdw.com>; Matthew Leone <matleon@cdwg.com>

Cc: Kevin E. Burns <Kevin.Burns2@mlbfl.org>; fernando.quintero@us.panasonic.com <fernando.quintero@us.panasonic.com>; IT Procurement <itprocurement@mlbfl.org>

Subject: Panasonic Toughbook Quote - City of Melbourne

Can we please get a quote for the following BOM and email quote to:

itprocurement@mlbfl.org

Quantity	Item	Description
44.00	FZ-55JV401BM	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz),14" FHD 1000 nit Gloved Multi Touch,16GB, Intel UHD,512GB SSD, Intel Wi-Fi 6E,BT,4G EM7595, GPS, Dual Pass
44.00	CF-SVCLTNF5Y	PROTECTION PLUS WARRANTY - CF-31, FZ-55, CF-20, LAPTOP (YEARS 1, 2, 3, 4 and 5)
44.00	CF-SVCPDBRZ	Toughbook and Toughpad Bronze Deployment -Unit un-packaging and assembly (battery, stylus/tether, case, and holder). windows image validation, one time windows
44.00	CF-SVC512SSD5Y	512GB SSD - Toughbook No return of defective drive (Years 1,2,3,4 and 5)
10.00	FZ-VZSU1HU	Standard Battery for FZ-55 Mk1, Mk2. Can be used as a replacement for the main battery or as an optional 2nd battery in the Front Expansion Area.
15.00	CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31,CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), CF-53 Mk4, CF-54, FZ-55, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, All Pricing is Based Off the FL State Naspo Contract#43210000-23-NASPO-ACS or Naspo ValuePoint Contract# 23019

Vincent Vinueza
Assistant Director of Information Technology

City of Melbourne, Florida
900 E. Strawbridge Ave. 4th Floor
Melbourne, Fl. 32901
Cell: 321-520-2351
Desk: 321-608-7705

Vincent.Vinueza@mlbfl.org

"Technology is nothing. What's important is that you have faith in people, that they're basically good and smart—and if you give them tools, they'll do wonderful things with them" Steve Jobs



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Melbourne City Council
May 26, 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.11.b.

Subject:

Authorization to negotiate a software purchase and license agreement for public works and utility asset management software with Trimble, Inc., Westminster, CO, Project No. 34522.

Background/Consideration:

On August 27, 2024, City Council approved a Professional Services Contract with Jones Edmunds & Associates and a task order for Phase I of the Public Works and Utilities Department Asset Management Program Development and Implementation Services. This project is for the development of a comprehensive asset management program in conjunction with the implementation of centralized management software across the Public Works and Utilities Department, including the Water Production, Water Reclamation, Wastewater Collections, Lift Stations, Reclaimed Water Distribution, and Streets and Stormwater Divisions. Jones Edmunds' services under the Phase I task order included development of functional requirements and methodology for which to objectively evaluate and recommend an asset management software solution for the Department.

Functional requirements were developed through discussions with staff and aligned with divisional needs and regulatory requirements. A total of 98 requirements were prioritized and incorporated into a scoring matrix. Jones Edmunds held demonstrations with subject-matter experts from candidate software vendors and scored each system on whether they fully, partially, or did not comply with the functional requirements. Details on the evaluation methodology are attached in the Jones Edmunds' Technical Memorandum with final scores and ranking of the candidate software as follows:

1. Trimble Unity - 1,815 points
2. OpenGov - 1,757.5 points
3. Central Square - 1,747.5 points
4. AtomAI - 1,685 points

As the top-ranked software, Trimble Unity demonstrated full compliance with each exclusionary requirement and consistently met critical requirements. Trimble Unity is used by more than 60 city and county public works and utility groups in Florida and has been recommended by Jones Edmunds and City staff as the core asset and work management software solution for the City's Public Works and Utilities Department. Implementation, configuration and training services will be provided by Jones Edmunds. The City will enter into a contract directly with Trimble for the software licensing and



general support and maintenance. The final agreement, including licensing costs, will be brought back to Council for approval.

Fiscal/Budget Impact:

No Fiscal Impact.

Requested Action:

Approve the authorization to negotiate a software purchase and license agreement for public works and utility asset management software with Trimble, Inc., Westminster, CO, Project No. 34522.

City of Melbourne Asset Management Program Development Functional Requirements and Evaluation Methodology

FROM: Tom Blush
TO: Leigh Ann McDonald
DATE: May 13, 2026

EXECUTIVE SUMMARY

Throughout 2025, the City of Melbourne’s Public Works and Utilities Department (PWUD) met with Jones Edmunds to develop their asset management program. This series of meetings covered several topics, including current state, asset inventory and GIS environment, regulatory requirements, metrics and key performance indicators, and operations and management best practices. Functional requirements of an asset management system were identified throughout these discussions. These requirements range in priority from exclusionary (must-have) to desired capabilities. Jones Edmunds used the information gathered during these meetings and collaborated with staff from PWUD to develop a comprehensive list of ninety-eight functional requirements for an asset management system. Further, PWUD staff assigned priority values to each of the ninety-eight functional requirements. A scoring system was developed that assigns points to each functional requirement based on each item’s priority level. Higher priority items are worth more points than lower priority items. Additionally, the scoring system accounts for full, partial, and non-compliance with each functional requirement. This allows for partial credit to be given if a system partially addresses a requirement. The intent of this objective approach is to identify the best fit system for PWUD’s requirements. Candidate software systems were provided the same demonstration script that reflects the functional requirements. Jones Edmunds facilitated these remote software demonstrations and identified whether each system fully, partially, or does not comply with each functional requirement. The total points were calculated for each system, which was the basis for the rankings provided within this technical memorandum.

FUNCTIONAL REQUIREMENTS

Functional requirements refer to specific functions that a system performs. The focus of a functional requirement is on *what* the system does, and not *how* the system does it. Evaluating non-functional requirements, such as ease of use or the look and feel of a system is subjective and out of scope for this evaluation. This evaluation was limited to evaluation of objective functional requirements with the purpose of finding the best-fit application based on the Department's requirements and priorities. Staff from PWUD participated in each demonstration, allowing for transparency and observation of the evaluation process.

The Department's functional list was developed throughout the various asset management program development meetings. Jones Edmunds maintained a running list of these requirements as they were identified. These requirements were categorized and consolidated into a complete list in preparation for the software demonstrations. PWUD staff reviewed and provided input on a final list of functional requirements, including assigning priority values to each.

The full list of functional requirements is contained within Appendix A. The functional requirements were categorized as:

- Asset Lifecycle Management
- Digital Workflows
- Integration
- Work Management
- Cost Tracking
- Dashboards
- Environment
- Interface
- Interoperability
- Inventory Management
- Mapping System
- Other/Comments
- Ownership
- Reporting
- Security
- Training
- Support
- Tracking
- User Interface
- Routing

Functional requirements were prioritized as:

- Exclusionary: Core functionality requirements that candidate software must fully comply with.
- Critical: Core functionality requirements that are critical to PWUD's business processes and without which the project risks failure.
- Important: Functionality that should be included by are not critical to project success.
- Desired: Functionality that is nice to have, but not a requirement.

SCORING SYSTEM

Functional requirements were assigned scores based on a combination of compliance and prioritization. The table below defines the total possible points an item can receive at each priority level.

Priority	Definition	Points
Exclusionary	Requirements with which candidate software must fully comply.	50
Critical	Core functionality that is critical to business processes and without which the project risks failure.	25
Important	Functionality that should be included but is not critical to project success.	10
Desired	Useful functionality to have, but not a requirement.	5

Each requirement was evaluated as to whether the software fully, partially, or does not comply. Full compliance receives the total possible points for the item. Partial compliance receives 50% of the possible points, and non-compliance receives zero points.

For example, if one software fully complies with a critical requirement, it would receive twenty-five points for that item. If another software partially complies with that same requirement, it will receive 12.5 points for that item. Finally, if a software does not comply with that same requirement, it receives no points for that item. The points for all ninety-eight functional requirements were totaled for each system, giving a total score.

Using this scoring format, the maximum score that a software can receive by fully complying with all functional requirements is 1,835.

SOFTWARE DEMONSTRATIONS

Jones Edmunds performed an initial screening of asset management systems in the marketplace and identified four candidate software vendors whose asset management systems appear to meet exclusionary criteria in the functional requirements matrix to align with PWUD's goals and objects, and that are established systems used in municipal asset management. This initial screening was based on readily available information about each system.

Next, a software demonstration script was developed and provided it to all four candidates. The software demonstration script includes sections such as end user workflows, integrations, material inventory and management, software administration, and reporting. The items in the demonstration script directly reflect the functional requirements list.

Software demonstrations were scheduled as follows, with the vendor selecting the day, time, and duration of each demonstration. Demonstrations by subject matter experts gave each vendor the opportunity to demonstrate how their current production version addresses each functional requirement. Vendors were allowed to extend their time or schedule follow-up sessions if additional time was needed to cover the entire demonstration script and follow-up questions.

SOFTWARE	DATE	TIME
CentralSquare	03/31/2026	10:00 AM – 12:30 PM
Trimble	03/31/2026	1:00 PM – 3:00 PM
AtomAI	04/02/2026	11:00 AM – 1:00 PM
Trimble (Part 2)	04/07/2026	1:30 PM – 2:30 PM
OpenGov	04/20/2026	9:30 AM – 11:30 AM
OpenGov (Part 2)	04/21/2026	2:30 PM – 3:00 PM
OpenGov (Part 3)	04/21/2026	3:30 PM – 4:00 PM

Jones Edmunds populated the compliance section of the functional requirements matrix during each software demonstration. This included time at the end to ask clarifying questions and give each vendor the opportunity to address all ninety-eight functional requirements. The functional requirements matrix applied the compliance rating to the priority-based scoring system to calculate a total score for each system.

EVALUATION RESULTS

The total scores and rankings for each software are included in the table below.

SOFTWARE	SCORE	RANK
Trimble	1,815.0	1
OpenGov	1,757.5	2
CentralSquare	1,747.5	3
AtomAI	1,685.0	4

NEXT STEPS

The City’s IT Department has developed a technical questionnaire pertaining to elements such as system security, SAAS uptime and levels of service, and other items. The top candidate software will be asked to complete the technical questionnaire so that the IT Department can confirm the vendor’s alignment with their standards.

Licensing discussions will occur between the City and the top vendor, and PWUD will seek City Council approval to move forward with their recommended software vendor.

APPENDIX A – FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Requirement Description	Priority	Category
1	Ability to record and retrieve information regarding all treatments and costs carried out on an asset over its lifetime.	Exclusionary	Asset Lifecycle Management
2	Ability to capture standard Public Works and Utilities work activities through a single digital platform that is configurable to meet varying needs between divisions.	Exclusionary	Digital Workflows
3	Ability to fully integrate and function together as one solution with the City's current GIS (ArcGIS Enterprise version 11.3 on-prem with publicly accessible rest URLs, with plans to upgrade to 11.5 in the future). Integration must be able to read and write to current and future versions of the City's Enterprise Geodatabase (two-way integration) and support both vertical and horizontal assets. The City's enterprise GIS serves as the system of record for all asset attributes and locations.	Exclusionary	Integration
4	Ability to integrate with MUNIS utility billing system for meter-related workflows either natively or through a proven third party integration (two-way).	Exclusionary	Integration
5	Ability to support different workflow processes for different groups in the system.	Exclusionary	Work Management
6	Ability to be configurable for unlimited asset types and asset groups without additional licensed modules or licensing cost.	Critical	Asset Lifecycle Management
7	Ability to perform asset risk analysis using factors from assets' GIS attributes and work history evaluating the likelihood of failure and consequence of failure.	Critical	Asset Lifecycle Management
8	Ability to track actual useful life based on condition analysis, customer defined conditions, replacement cost and time analysis independent of financial depreciation.	Critical	Asset Lifecycle Management
9	Ability to track material transitions from warehouse inventory into a managed asset within the Asset Management System.	Critical	Asset Lifecycle Management
10	Ability to track labor costs with varying rate types for work done against assets (e.g., regular, overtime, on-call).	Critical	Cost Tracking
11	Ability to track units of work (Gallons lost) on certain work types.	Critical	Cost Tracking
12	Detailed cost and unit tracking, including contracted activities, labor, material, and equipment for work done against assets.	Critical	Cost Tracking
13	Ability for users or administrators to configure custom dashboards showing real-time data queried from the system, and present the information in a variety of formats including lists, graphs, charts, or maps.	Critical	Dashboards
14	Ability of field crews to complete work activities from iOS and Android mobile devices while outside the office network environment.	Critical	Environment
15	Ability to use Asset Management Solution within a disconnected environment that can be synchronized with the live system.	Critical	Environment
16	Supports ad hoc and saved searches for querying, reporting, and/or dashboarding as core system functionalities (out of the box), including wildcard searches and the ability to return unlimited search results.	Critical	Environment
17	Ability to automate utility locate workflows with Sunshine811 either natively or through a proven third party integration (two-way integration).	Critical	Integration
18	Ability to automatically synchronize employee information (EmployeeID, Name, Title, Pay Rate, Contact Information, Department/Division) from MUNIS financial system (one-way integration) either natively or through a proven third party integration.	Critical	Integration
19	Ability to integrate with CUES GraniteNet CCTV software to automatically create work activities based on logged deficiencies.	Critical	Integration
20	Ability to integrate with and manage a conversion from GIS Geometric network to Utility network.	Critical	Integration
21	Ability to require certain fields to be populated during workflow process.	Critical	Interface
22	Ability to export work management data from Asset Management System Database into xls & csv data formats.	Critical	Interoperability
23	Web-based solution, compatible with modern browsers including Google Chrome, Safari, Microsoft Edge, and Mozilla Firefox without the use of any plugins. Also compatible with current-generation mobile devices such as android or iOS.	Critical	Interoperability
24	Includes an inventory management solution that tracks inventory levels, costs, and material chain of custody (e.g., Warehouse > Truck > Work Activity > Asset). Must be configurable by division.	Critical	Inventory Management
25	Ability to create custom map search filters or queries showing results on the map.	Critical	Mapping System
26	Ability to create multiple-asset work activity and evenly spread all costs evenly across all assets.	Critical	Mapping System
27	Ability to view attribute information and location simultaneously within the system.	Critical	Mapping System
28	Includes built-in tools that administrators can use to configure the user interface to simplify the end user experience.	Critical	Other/Comments
29	Supports Single Sign On from ArcGIS Enterprise.	Critical	Other/Comments
30	Includes out-of-the-box tools or capabilities for post-implementation configuration changes or updates conducted by administrators.	Critical	Ownership
31	Ability to customize inspection forms per divisional needs and/or program needs.	Critical	Reporting
32	Ability to develop queries and reports through a native no or low-code interface.	Critical	Reporting
33	Ability to provide an integrated report writer that allows for creation of custom reports.	Critical	Reporting
34	Ability to track and report information related to department needs, such as NPDES, Sanitary Surveys, or Collection System Action Plans.	Critical	Reporting
35	Ability to track and report on departmental key performance indicators related to asset performance.	Critical	Reporting
36	Ability to assign role-based access and editing capabilities.	Critical	Security
37	Role based access control to give user privileges for appropriate workflow components.	Critical	Security
38	Easily accessible guides and resources for administrators and end users; available self-help and training resources.	Critical	Training
39	Ability for administrators to manage user permissions such as create, read, update, and delete for assets, work activities, and other system functions like pick lists in a centralized administrative console.	Critical	Work Management
40	Ability for users to search, view, and organize work activities based on a variety of criteria including work type, due date, priority, and location.	Critical	Work Management
41	Ability to add and manage contractors, vendors, manufacturers/suppliers, materials, equipment, and employees.	Critical	Work Management
42	Ability to auto-generate work orders based on a pre-determined maintenance schedule per asset.	Critical	Work Management
43	Ability to automatically date/time stamp work activities for critical fields such as created and closed. Ability to store both date and time values and represent local time, accounting for daylight savings.	Critical	Work Management
44	Ability to automatically define a standard set of notes, comments, or steps within work activities based on the activity type.	Critical	Work Management
45	Ability to create configurable and actionable checklists for PMs, Inspections, etc.	Critical	Work Management
46	Ability to create custom defined fields and supports ability to query those custom fields within the software.	Critical	Work Management
47	Ability to define custom inspection observations with weighted scoring by asset type. Weighted scoring should result in a condition score on the asset.	Critical	Work Management
48	Ability to document requestor information from Call In/ Requests from public.	Critical	Work Management
49	Ability to identify work activities by requestor, submit to, and closed by within searches and dashboards.	Critical	Work Management
50	Ability to import work history from legacy systems.	Critical	Work Management
51	Ability to support attachment/document linkage to work activities such as photographs.	Critical	Work Management
52	Ability to support related/linked work activities. For example, service requests to work orders or parent/child work orders.	Critical	Work Management

Requirement ID	Functional Requirement Description	Priority	Category
53	Ability to track and manage different work types including customer calls/complaint investigations, preventive and corrective maintenance, and inspections.	Critical	Work Management
54	Ability to assign asset condition scoring through Asset Management Systems' custom calculations such as condition index and/or deterioration models.	Important	Asset Lifecycle Management
55	Ability to track warranty dates for system assets.	Important	Asset Lifecycle Management
56	Ability to estimate time and cost required to carry out work activities for system assets.	Important	Cost Tracking
57	Ability to separate capital and operational costs for activities carried out against assets.	Important	Cost Tracking
58	Ability to update data such as labor rates, equipment, materials, vendors, or customers through mass import/update.	Important	Cost Tracking
59	Supports multiple costing methods (i.e. weighted average, LIFO, FIFO, user-defined).	Important	Cost Tracking
60	Ability to provide secondary environments such as training and development that mirror the authoritative production environment.	Important	Environment
61	Ability to automatically generate work activities using specific asset thresholds such as hours, pressure, or levels from IoT sensor or from the City's SCADA historian database (one-way integration).	Important	Integration
62	Ability to configure and sequence fields on screen for ease of entry.	Important	Interface
63	Ability to connect the system to various external reporting tools such as ArcGIS Dashboards, ESRI Insights, SQL Server Reporting Services, and Microsoft PowerBI.	Important	Interoperability
64	Offer Application Programming Interfaces (APIs) to support interoperability with existing business systems along with toolkit for developers to manage integrations.	Important	Interoperability
65	Ability to import inventory data from other sources.	Important	Inventory Management
66	Ability to create executive dashboards at the business unit, department, and organizational level summarizing key performance indicators like costs, staff hours, or preventive maintenance performed on time.	Important	Reporting
67	Ability to query a set of data and pull data from system in the form of a CSV file, PDF, JPEG or a shape file for use in other applications.	Important	Reporting
68	Ability to report on hours, cost, and resources used for corrective vs preventative maintenance of assets.	Important	Reporting
69	Includes access to forum for idea sharing and collaboration with other organizations using the Asset Management System.	Important	Support
70	Ability to log and view user-level transactions or changes made to work activities.	Important	Tracking
71	Allows for users to access multiple functions simultaneously. For example, the map and work order viewable at the same time.	Important	User Interface
72	Ability to access asset documentation in various formats attached to registry record (JPEG, TIFF, Word, Excel, PDF, etc.).	Important	Work Management
73	Ability to assign work activities across multiple users or departments simultaneously.	Important	Work Management
74	Ability to automatically assign work activities based on factors including activity type, asset type, location, and criticality.	Important	Work Management
75	Ability to configure standardized drop-down lists, and minimize use from free-text fields where possible.	Important	Work Management
76	Ability to flag that an asset's information or location may need updating before closing a work order.	Important	Work Management
77	Ability to group or associate work orders that are part of a larger effort.	Important	Work Management
78	Ability to limit closing of parent work order until all child work orders closed.	Important	Work Management
79	Ability to plan and schedule work activities for employees for a specified time and location.	Important	Work Management
80	Ability to support predictive maintenance and prioritization of work activities.	Important	Work Management
81	Ability to track costs by account or fund code and support itemizing and totaling costs by account or fund code in reports.	Important	Work Management
82	Provides enterprise work visibility in request interface for call-takers to facilitate communication with customers.	Important	Work Management
83	Ability for certain users to pass work between groups, such as Public Works performing road patching following a Utilities pipe repair.	Important	Work Management
84	Ability to share custom report outputs to users within the system on a predetermined schedule.	Important	Reporting
85	Ability to provide links to associated modules from any display screen to minimize backing out of one screen to access another, with appropriate security.	Important	User Interface
86	Ability to effectively track equipment change outs and repairable spares as both assets and inventory over time.	Desired	Asset Lifecycle Management
87	Ability to leverage ArcGIS Indoors data model.	Desired	Integration
88	Ability to utilize inherent Esri spatial functions such as system trace, valve isolation, etc.	Desired	Integration
89	Ability to manage/return materials not involved in asset management activities, issue certain materials like consumables to individuals or divisions.	Desired	Inventory Management
90	Ability to redline map- draw on map using a variety of graphics. Attach drawings to service request, work orders, inspections.	Desired	Mapping System
91	Provides the ability to configure AVL icons for user defined types of units for displaying in map.	Desired	Routing
92	Ability to automatically generate work activities based on inspection observations.	Desired	Work Management
93	Ability to automatically push internal/external communications and notifications through email and/or text message using logic. In-app communication tools are desired as well.	Desired	Work Management
94	Ability to identify potential duplicate activities (by location and type) for service requests and work orders with ability to specify search radius.	Desired	Work Management
95	Ability to validate data entered into the database against rules or logic for the purpose of immediate error checking, prohibiting invalid data to be stored in the database.	Desired	Work Management
96	Allows access to digital formats of O&M manuals to use in field for work activity resource.	Desired	Work Management
97	Allows Non-City entities (such as Local Fire Departments) to fill out work / inspections either directly in the system or through integrated workflows.	Desired	Work Management
98	Ability to create and maintain a native calendar and scheduling function for staff and offer workload management features across reactive, preventative and inspection type work.	Desired	Work Management

Appendix B – Functional Requirement Evaluation Scoring Sheets

Central Square Enterprise Asset Management		City of Melbourne Asset Management Functional Requirements Matrix							
Requirement ID	Category	Description	Priority	Compliance			Acceptance Criteria	Comments/Response	Score
				Full	Partial	Does Not			
1	Asset Lifecycle Management	Ability to record and retrieve information regarding all treatments and costs carried out on an asset over its lifetime.	Exclusionary	X			Must fully comply	Demonstrated asset history	50
2	Digital Workflows	Ability to capture standard Public Works and Utilities work activities through a single digital platform that is configurable to meet varying needs between divisions.	Exclusionary	X			Must fully comply	Demonstrated Utilities and PW examples	50
3	Integration	Ability to fully integrate and function together as one solution with the City's current GIS (ArcGIS Enterprise version 11.3 on-prem with publicly accessible rest URLs, with plans to upgrade to 11.5 in the future). Integration must be able to read and write to current and future versions of the City's Enterprise Geodatabase (two-way integration) and support both vertical and horizontal assets. The City's enterprise GIS serves as the system of record for all asset attributes and locations.	Exclusionary		X		Must fully comply	Changed to partial. Sync, not direct live read of services. Sync can be done by the minute which is beneficial, but isn't a true live feed. Does use SSO.	25
4	Integration	Ability to integrate with MUNIS utility billing system for meter-related workflows either natively or through a proven third party integration (two-way).	Exclusionary	X			Must fully comply	Import and update tool connects to all modules and works with API, flat files, etc to easily build integrations without middleware db or integration server.	50
5	Work Management	Ability to support different workflow processes for different groups in the system.	Exclusionary	X			Must fully comply	Showed how different users or groups can follow different processes	50
6	Asset Lifecycle Management	Ability to be configurable for unlimited asset types and asset groups without additional licensed modules or licensing cost.	Critical	X				Modules come pre-loaded with assets and templates as a starting point but can be configured to client specific needs. CentralSquare toolkit for Pro allows for GIS set up and sync	25
7	Asset Lifecycle Management	Ability to perform asset risk analysis using factors from assets' GIS attributes and work history evaluating the likelihood of failure and consequence of failure.	Critical			X		Condition scores tie to BRE analysis. Didn't give clear demo on how or what is performed or calculated scores.	12.5
8	Asset Lifecycle Management	Ability to track actual useful life based on condition analysis, customer defined conditions, replacement cost and time analysis independent of financial depreciation.	Critical	X				Discussed depreciation curves	25
9	Asset Lifecycle Management	Ability to track material transitions from warehouse inventory into a managed asset within the Asset Management System.	Critical	X				Materials workflow to assets was demonstrated	25
10	Cost Tracking	Ability to track labor costs with varying rate types for work done against assets (e.g., regular, overtime, on-call).	Critical	X					25
11	Cost Tracking	Ability to track units of work (Gallons lost) on certain work types.	Critical	X				Pulls default values directly from GIS (eg: Shape Length) and can be manually overwritten	25
12	Cost Tracking	Detailed cost and unit tracking, including contracted activities, labor, material, and equipment for work done against assets.	Critical	X					25
13	Dashboards	Ability for users or administrators to configure custom dashboards showing real-time data queried from the system, and present the information in a variety of formats including lists, graphs, charts, or maps.	Critical	X					25
14	Environment	Ability of field crews to complete work activities from iOS and Android mobile devices while outside the office network environment.	Critical	X					25
15	Environment	Ability to use Asset Management Solution within a disconnected environment that can be synchronized with the live system.	Critical	X				Both the browser and the mobile app synchronize with GIS	25
16	Environment	Supports ad hoc and saved searches for querying, reporting, and/or dashboarding as core system functionalities (out of the box), including wildcard searches and the ability to return unlimited search results.	Critical	X					25
17	Integration	Ability to automate utility locate workflows with Sunshine811 either natively or through a proven third party integration (two-way integration).	Critical	X				Import and update tool connects to all modules and works with API, flat files, etc to easily build integrations without middleware db or integration server. They claim it can connect directly to State 811 system.	25
18	Integration	Ability to automatically synchronize employee information (EmployeeID, Name, Title, Pay Rate, Contact Information, Department/Division) from MUNIS financial system (one-way integration) either natively or through a proven third party integration.	Critical	X				Import and update tool connects to all modules and works with API, flat files, etc to easily build integrations without middleware db or integration server. HR integration is a common one and they shown an example field mapping.	25
19	Integration	Ability to integrate with CUES GraniteNet CCTV software to automatically create work activities based on logged deficiencies.	Critical	X				Import and update tool connects to all modules and works with API, flat files, etc to easily build integrations without middleware db or integration server.	25
20	Integration	Ability to integrate with and manage a conversion from GIS Geometric network to Utility network.	Critical			X		Works with UN data (demo'd). Need to keep unique IDs the same during transition. Map uses their trace tool, not Esri's. Does not have other UN capabilities beyond trace.	12.5
21	Interface	Ability to require certain fields to be populated during workflow process.	Critical	X				Easy set up and form-specific required fields	25
22	Interoperability	Ability to export work management data from Asset Management System Database into xls & csv data formats.	Critical	X					25
23	Interoperability	Web-based solution, compatible with modern browsers including Google Chrome, Safari, Microsoft Edge, and Mozilla Firefox without the use of any plugins. Also compatible with current-generation mobile devices such as android or iOS.	Critical	X					25
24	Inventory Management	Includes an inventory management solution that tracks inventory levels, costs, and material chain of custody (e.g., Warehouse > Truck > Work Activity > Asset). Must be configurable by division.	Critical	X					25
25	Mapping System	Ability to create custom map search filters or queries showing results on the map.	Critical	X					25
26	Mapping System	Ability to create multiple-asset work activity and evenly spread all costs evenly across all assets.	Critical	X				Asked during follow up questions	25
27	Mapping System	Ability to view attribute information and location simultaneously within the system.	Critical	X				Users can view asset attributes and location simultaneously in both web and mobile applications. Side-by-side access to map and attribute information.	25
28	Other/Comments	Includes built-in tools that administrators can use to configure the user interface to simplify the end user experience.	Critical	X				Demonstrated straightforward tools for administration	25
29	Other/Comments	Supports Single Sign On from ArcGIS Enterprise.	Critical	X					25
30	Ownership	Includes out-of-the-box tools or capabilities for post-implementation configuration changes or updates conducted by administrators.	Critical	X				Discussed training administrators on how to manage configuration	25
31	Reporting	Ability to customize inspection forms per divisional needs and/or program needs.	Critical	X					25

Central Square Enterprise Asset Management		City of Melbourne Asset Management Functional Requirements Matrix							
Requirement ID	Category	Description	Priority	Compliance			Acceptance Criteria	Comments/Response	Score
				Full	Partial	Does Not			
32	Reporting	Ability to develop queries and reports through a native no or low-code interface.	Critical	X				Boldreports is replacing legacy Crystal Reports. Point-and-click report builder. Filter tools and filter sets for dashboarding.	25
33	Reporting	Ability to provide an integrated report writer that allows for creation of custom reports.	Critical	X				Bold Reports is the reporting tool replacing crystal.	25
34	Reporting	Ability to track and report information related to department needs, such as NPDES, Sanitary Surveys, or Collection System Action Plans.	Critical	X				Filter sets and/or Bold Reports; SSRS capabilities through nightly SQL replica	25
35	Reporting	Ability to track and report on departmental key performance indicators related to asset performance.	Critical	X				Filter sets and/or Bold Reports; SSRS capabilities through nightly SQL replica	25
36	Security	Ability to assign role-based access and editing capabilities.	Critical	X					25
37	Security	Role based access control to give user privileges for appropriate workflow components.	Critical	X					25
38	Training	Easily accessible guides and resources for administrators and end users; available self-help and training resources.	Critical	X				In-app help and showed user community/forum including activity for municipalities/utilities	25
39	Work Management	Ability for administrators to manage user permissions such as create, read, update, and delete for assets, work activities, and other system functions like pick lists in a centralized administrative console.	Critical	X					25
40	Work Management	Ability for users to search, view, and organize work activities based on a variety of criteria including work type, due date, priority, and location.	Critical	X				Filter sets and sorting in dashboards	25
41	Work Management	Ability to add and manage contractors, vendors, manufacturers/suppliers, materials, equipment, and employees.	Critical	X					25
42	Work Management	Ability to auto-generate work orders based on a pre-determined maintenance schedule per asset.	Critical	X				Supported through configurable templates, intervals, and thresholds without the need for customization.	25
43	Work Management	Ability to automatically date/time stamp work activities for critical fields such as created and closed. Ability to store both date and time values and represent local time, accounting for daylight savings.	Critical	X					25
44	Work Management	Ability to automatically define a standard set of notes, comments, or steps within work activities based on the activity type.	Critical	X					25
45	Work Management	Ability to create configurable and actionable checklists for PMs, Inspections, etc.	Critical	X					25
46	Work Management	Ability to create custom defined fields and supports ability to query those custom fields within the software.	Critical	X					25
47	Work Management	Ability to define custom inspection observations with weighted scoring by asset type. Weighted scoring should result in a condition score on the asset.	Critical	X					25
48	Work Management	Ability to document requestor information from Call In/ Requests from public.	Critical	X				Built in public facing problem reporting tool is a plus	25
49	Work Management	Ability to identify work activities by requestor, submit to, and closed by within searches and dashboards.	Critical	X					25
50	Work Management	Ability to import work history from legacy systems.	Critical	X				Import and update tool	25
51	Work Management	Ability to support attachment/document linkage to work activities such as photographs.	Critical	X					25
52	Work Management	Ability to support related/linked work activities. For example, service requests to work orders or parent/child work orders.	Critical	X					25
53	Work Management	Ability to track and manage different work types including customer calls/complaint investigations, preventive and corrective maintenance, and inspections.	Critical	X					25
54	Asset Lifecycle Management	Ability to assign asset condition scoring through Asset Management Systems' custom calculations such as condition index and/or deterioration models.	Important	X					10
55	Asset Lifecycle Management	Ability to track warranty dates for system assets.	Important	X					10
56	Cost Tracking	Ability to estimate time and cost required to carry out work activities for system assets.	Important	X					10
57	Cost Tracking	Ability to separate capital and operational costs for activities carried out against assets.	Important	X					10
58	Cost Tracking	Ability to update data such as labor rates, equipment, materials, vendors, or customers through mass import/update.	Important	X				Import and update tool, and use of scheduled import/update to keep updated regularly	10
59	Cost Tracking	Supports multiple costing methods (i.e. weighted average, LIFO, FIFO, user-defined).	Important	X					10
60	Environment	Ability to provide secondary environments such as training and development that mirror the authoritative production environment.	Important	X					10
61	Integration	Ability to automatically generate work activities using specific asset thresholds such as hours, pressure, or levels from IoT sensor or from the City's SCADA historian database (one-way integration).	Important		X			Setting intervals and thresholds to auto generate activities is not part of the base rollout or native functionality, requires customization using available tools	5
62	Interface	Ability to configure and sequence fields on screen for ease of entry.	Important	X					10
63	Interoperability	Ability to connect the system to various external reporting tools such as ArcGIS Dashboards, ESRI Insights, SQL Server Reporting Services, and Microsoft PowerBI.	Important		X			Can be done through replica database connection which is not live, updated nightly	5
64	Interoperability	Offer Application Programming Interfaces (APIs) to support interoperability with existing business systems along with toolkit for developers to manage integrations.	Important	X					10
65	Inventory Management	Ability to import inventory data from other sources.	Important	X				Import and update tool	10
66	Reporting	Ability to create executive dashboards at the business unit, department, and organizational level summarizing key performance indicators like costs, staff hours, or preventive maintenance performed on time.	Important	X				Individual or shared dashboards available	10
67	Reporting	Ability to query a set of data and pull data from system in the form of a CSV file, PDF, JPEG or a shape file for use in other applications.	Important	X				API documentation provided.	10
68	Reporting	Ability to report on hours, cost, and resources used for corrective vs preventative maintenance of assets.	Important	X					10
69	Support	Includes access to forum for idea sharing and collaboration with other organizations using the Asset Management System.	Important	X				Demonstrated user forum showing utilities clients posting	10
70	Tracking	Ability to log and view user-level transactions or changes made to work activities.	Important	X				audit logs available throughout system	10
71	User Interface	Allows for users to access multiple functions simultaneously. For example, the map and work order viewable at the same time.	Important	X				Maps and work orders can be viewed at the same time in both the browser and mobile environment.	10
72	Work Management	Ability to access asset documentation in various formats attached to registry record (JPEG, TIFF, Word, Excel, PDF, etc.).	Important	X					10
73	Work Management	Ability to assign work activities across multiple users or departments simultaneously.	Important	X					10
74	Work Management	Ability to automatically assign work activities based on factors including activity type, asset type, location, and criticality.	Important	X					10
75	Work Management	Ability to configure standardized drop-down lists, and minimize use from free-text fields where possible.	Important	X					10
76	Work Management	Ability to flag that an asset's information or location may need updating before closing a work order.	Important	X				GIS update flag field	10
77	Work Management	Ability to group or associate work orders that are part of a larger effort.	Important	X				Activities can be grouped and associated to represent larger efforts like CIP or FEMA work. CIP modules in the software provide additional functionality.	10
78	Work Management	Ability to limit closing of parent work order until all child work orders closed.	Important			X		Cannot limit closing of related activities	0

Central Square Enterprise Asset Management		City of Melbourne Asset Management Functional Requirements Matrix							
Requirement ID	Category	Description	Priority	Compliance			Acceptance Criteria	Comments/Response	Score
				Full	Partial	Does Not			
79	Work Management	Ability to plan and schedule work activities for employees for a specified time and location.	Important		X			Calendar function shown. No spatial component of scheduler.	5
80	Work Management	Ability to support predictive maintenance and prioritization of work activities.	Important	X					10
81	Work Management	Ability to track costs by account or fund code and support itemizing and totaling costs by account or fund code in reports.	Important	X				Dedicated cost-tracking functionality by account or fund code.	10
82	Work Management	Provides enterprise work visibility in request interface for call-takers to facilitate communication with customers.	Important	X				Shows location of activities and caller history.	10
83	Work Management	Ability for certain users to pass work between groups, such as Public Works performing road patching following a Utilities pipe repair.	Important	X				Dashboards and queries linked to tasks. Tasks can be set to sequential to enforce workflow.	10
84	Reporting	Ability to share custom report outputs to users within the system on a predetermined schedule.	Important	X				Specifically mentioned as a capability	10
85	User Interface	Ability to provide links to associated modules from any display screen to minimize backing out of one screen to access another, with appropriate security.	Important	X				Modules are fully integrated. Interface can be configured to minimize navigation complexity.	10
86	Asset Lifecycle Management	Ability to effectively track equipment change outs and repairable spares as both assets and inventory over time.	Desired	X					5
87	Integration	Ability to leverage ArcGIS Indoors data model.	Desired	X				Supports hierarchical spatial and asset data structures consistent with indoor asset management workflows.	5
88	Integration	Ability to utilize inherent Esri spatial functions such as system trace, valve isolation, etc.	Desired			X		Uses their functions, not Esri's	0
89	Inventory Management	Ability to manage/return materials not involved in asset management activities, issue certain materials like consumables to individuals or divisions.	Desired	X					5
90	Mapping System	Ability to redline map- draw on map using a variety of graphics. Attach drawings to service request, work orders, inspections.	Desired	X					5
91	Routing	Provides the ability to configure AVL icons for user defined types of units for displaying in map.	Desired	X				Supports displaying crew and device locations, or GIS layers from AVL system showing location of vehicles	5
92	Work Management	Ability to automatically generate work activities based on inspection observations.	Desired	X				Discussed how it would be configured using native tools	5
93	Work Management	Ability to automatically push internal/external communications and notifications through email and/or text message using logic. In-app communication tools are desired as well.	Desired		X			Email only. No text or in app notifications	2.5
94	Work Management	Ability to identify potential duplicate activities (by location and type) for service requests and work orders with ability to specify search radius.	Desired	X				can on map as well	5
95	Work Management	Ability to validate data entered into the database against rules or logic for the purpose of immediate error checking, prohibiting invalid data to be stored in the database.	Desired		X			Recognizes GIS domains and can set required fields.	2.5
96	Work Management	Allows access to digital formats of O&M manuals to use in field for work activity resource.	Desired		X			Attachments, but limit on storage before additional fee	2.5
97	Work Management	Allows Non-City entities (such as Local Fire Departments) to fill out work / inspections either directly in the system or through integrated workflows.	Desired	X				Everyone can have a login through unlimited licensing. Also supports workflows with third party systems like Esri Survey123 for external submittal of inspection forms.	5
98	Work Management	Ability to create and maintain a native calendar and scheduling function for staff and offer workload management features across reactive, preventative and inspection type work.	Desired	X					5
Total Score									1747.5

Trimble Unity Maintain		City of Melbourne PWUD Asset Management Functional Requirements Matrix							
Requirement ID	Category	Description	Priority	Compliance			Acceptance Criteria	Comments/Response	Score
				Full	Partial	Does Not			
1	Asset Lifecycle Management	Ability to record and retrieve information regarding all treatments and costs carried out on an asset over its lifetime.	Exclusionary	X			Must fully comply	Asset history shown	50
2	Digital Workflows	Ability to capture standard Public Works and Utilities work activities through a single digital platform that is configurable to meet varying needs between divisions.	Exclusionary	X			Must fully comply	Described as primary client base	50
3	Integration	Ability to fully integrate and function together as one solution with the City's current GIS (ArcGIS Enterprise version 11.3 on-prem with publicly accessible rest URLs, with plans to upgrade to 11.5 in the future). Integration must be able to read and write to current and future versions of the City's Enterprise Geodatabase (two-way integration) and support both vertical and horizontal assets. The City's enterprise GIS serves as the system of record for all asset attributes and locations.	Exclusionary	X			Must fully comply	Consumes esri services as asset source of record	50
4	Integration	Ability to integrate with MUNIS utility billing system for meter-related workflows either natively or through a proven third party integration (two-way).	Exclusionary	X			Must fully comply	Common integration with billing system. Not canned, would be custom built using APIs	50
5	Work Management	Ability to support different workflow processes for different groups in the system.	Exclusionary	X			Must fully comply	Templates, Queries, and Dashboards determind proceses. Use of fields in some groups but not others is an option as well.	50
6	Asset Lifecycle Management	Ability to be configurable for unlimited asset types and asset groups without additional licensed modules or licensing cost.	Critical	X				Make it as simple or complex as you need, fully configurable	25
7	Asset Lifecycle Management	Ability to perform asset risk analysis using factors from assets' GIS attributes and work history evaluating the likelihood of failure and consequence of failure.	Critical	X				BRE analysis module in software (Operational Insights)	25
8	Asset Lifecycle Management	Ability to track actual useful life based on condition analysis, customer defined conditions, replacement cost and time analysis independent of financial depreciation.	Critical	X				Useful life/life expectancy analysis and tools	25
9	Asset Lifecycle Management	Ability to track material transitions from warehouse inventory into a managed asset within the Asset Management System.	Critical	X					25
10	Cost Tracking	Ability to track labor costs with varying rate types for work done against assets (e.g., regular, overtime, on-call).	Critical	X				Select rate type	25
11	Cost Tracking	Ability to track units of work (Gallons lost) on certain work types.	Critical	X				Units accomplished as a standard field on work orders. Can also auto populate using native capabilities for webhooks or through integrations	25
12	Cost Tracking	Detailed cost and unit tracking, including contracted activities, labor, material, and equipment for work done against assets.	Critical	X				Cost summary shown with breakdown and line item details	25
13	Dashboards	Ability for users or administrators to configure custom dashboards showing real-time data queried from the system, and present the information in a variety of formats including lists, graphs, charts, or maps.	Critical	X				Dashboard data styles shown and discussed as configurable by your users or admins. Different sharing options for dashboards (individual, group, site wide)	25
14	Environment	Ability of field crews to complete work activities from iOS and Android mobile devices while outside the office network environment.	Critical	X				Browser based plugins shown are all HTML5, so full functionality on tablet. Also Unity Field application for use on mobile devices.	25
15	Environment	Ability to use Asset Management Solution within a disconnected environment that can be synchronized with the live system.	Critical	X				Field application has offline capability for sync. Can sync manually or set to auto sync based on time interval.	25
16	Environment	Supports ad hoc and saved searches for querying, reporting, and/or dashboarding as core system functionalities (out of the box), including wildcard searches and the ability to return unlimited search results.	Critical	X				Strong native querying functionality shown, which can be exported, saved, or sent to dashboard or map. AI tool available for querying as well.	25
17	Integration	Ability to automate utility locate workflows with Sunshine811 either natively or through a proven third party integration (two-way integration).	Critical	X				API based integration. Described integration partners and standard integrations available through 3rd party systems.	25
18	Integration	Ability to automatically synchronize employee information (EmployeeID, Name, Title, Pay Rate, Contact Information, Department/Division) from MUNIS financial system (one-way integration) either natively or through a proven third party integration.	Critical	X				API based integration, and is a very common integration. Not standard because clients sometimes need different things or treat rates differently.	25
19	Integration	Ability to integrate with CUES GraniteNet CCTV software to automatically create work activities based on logged deficiencies.	Critical	X				API based integration. Common integration and ability to pull videos up from asset.	25
20	Integration	Ability to integrate with and manage a conversion from GIS Geometric network to Utility network.	Critical	X				Supports UN. Conversion is straightforward (a few hours or less) as long as GIS unique IDs are retained. If IDs change, would need to update work history.	25
21	Interface	Ability to require certain fields to be populated during workflow process.	Critical	X				Supported on template forms and through custom fields	25
22	Interoperability	Ability to export work management data from Asset Management System Database into xls & csv data formats.	Critical	X				exportable queries in multiple formats natively	25
23	Interoperability	Web-based solution, compatible with modern browsers including Google Chrome, Safari, Microsoft Edge, and Mozilla Firefox without the use of any plugins. Also compatible with current-generation mobile devices such as android or iOS.	Critical	X				Shown in current browsers	25
24	Inventory Management	Includes an inventory management solution that tracks inventory levels, costs, and material chain of custody (e.g., Warehouse > Truck > Work Activity > Asset). Must be configurable by division.	Critical	X				Warehouse management plugin shown with capabilities for managing stock, requisitions, receives, audits, transfers, etc.	25
25	Mapping System	Ability to create custom map search filters or queries showing results on the map.	Critical	X				Shown query result locations on map	25
26	Mapping System	Ability to create multiple-asset work activity and evenly spread all costs evenly across all assets.	Critical	X				Default if multiple assets are added	25
27	Mapping System	Ability to view attribute information and location simultaneously within the system.	Critical	X				Split screen capability in browser, map location and information shown updates based on what is open in interface.	25
28	Other/Comments	Includes built-in tools that administrators can use to configure the user interface to simplify the end user experience.	Critical	X				Administrative plugin gives orgnization full access to configuration tools	25
29	Other/Comments	Supports Single Sign On from ArcGIS Enterprise.	Critical	X				Shown using SSO	25
30	Ownership	Includes out-of-the-box tools or capabilities for post-implementation configuration changes or updates conducted by administrators.	Critical	X				Administrative plugin gives orgnization full access to configuration tools	25
31	Reporting	Ability to customize inspection forms per divisional needs and/or program needs.	Critical	X				Template based forms with multiple options for response tyles	25

Trimble Unity Maintain		City of Melbourne PWUD Asset Management Functional Requirements Matrix							
Requirement ID	Category	Description	Priority	Compliance			Acceptance Criteria	Comments/Response	Score
				Full	Partial	Does Not			
32	Reporting	Ability to develop queries and reports through a native no or low-code interface.	Critical	X				Changed to full. Query builder allows for point-and-click query building. Also use of AI tool to generate queries with no prior knowledge of where data is stored in the system.	25
33	Reporting	Ability to provide an integrated report writer that allows for creation of custom reports.	Critical	X				Showed Active Reports as a point-and-click report builder.	25
34	Reporting	Ability to track and report information related to department needs, such as NPDES, Sanitary Surveys, or Collection System Action Plans.	Critical	X				Dashboards or reports through Active Reports	25
35	Reporting	Ability to track and report on departmental key performance indicators related to asset performance.	Critical	X				Queries and dashboards or reports through Active Reports	25
36	Security	Ability to assign role-based access and editing capabilities.	Critical	X				Showed permissions and discussed individual vs group permissions	25
37	Security	Role based access control to give user privileges for appropriate workflow components.	Critical	X				Showed permissions and discussed individual vs group permissions	25
38	Training	Easily accessible guides and resources for administrators and end users; available self-help and training resources.	Critical	X				In app help and online training and resources	25
39	Work Management	Ability for administrators to manage user permissions such as create, read, update, and delete for assets, work activities, and other system functions like pick lists in a centralized administrative console.	Critical	X				Showed permissions and discussed individual vs group permissions. Checkboxes for permissions and easy to manage multiple users at once.	25
40	Work Management	Ability for users to search, view, and organize work activities based on a variety of criteria including work type, due date, priority, and location.	Critical	X				Very large list of searchable fields in query tool. AI tool performs searching as well.	25
41	Work Management	Ability to add and manage contractors, vendors, manufacturers/suppliers, materials, equipment, and employees.	Critical	X				Discussed in admin back end configuration	25
42	Work Management	Ability to auto-generate work orders based on a pre-determined maintenance schedule per asset.	Critical	X				Showed scheduling options (never, once, every) for specific work orders or templates	25
43	Work Management	Ability to automatically date/time stamp work activities for critical fields such as created and closed. Ability to store both date and time values and represent local time, accounting for daylight savings.	Critical	X				Shown on work order during demo, also visible in audit log	25
44	Work Management	Ability to automatically define a standard set of notes, comments, or steps within work activities based on the activity type.	Critical	X				Template settings shown with ability to set these as defaults	25
45	Work Management	Ability to create configurable and actionable checklists for PMs, inspections, etc.	Critical	X				Template forms/observations	25
46	Work Management	Ability to create custom defined fields and supports ability to query those custom fields within the software.	Critical	X				Shown	25
47	Work Management	Ability to define custom inspection observations with weighted scoring by asset type. Weighted scoring should result in a condition score on the asset.	Critical	X				Condition scoring discussed and tie in to depreciation and replacement strategies	25
48	Work Management	Ability to document requestor information from Call In/ Requests from public.	Critical	X				Shown during workflow with ability to load caller info and search call history on any field	25
49	Work Management	Ability to identify work activities by requestor, submit to, and closed by within searches and dashboards.	Critical	X				Standard querying capabilities shown	25
50	Work Management	Ability to import work history from legacy systems.	Critical	X				Data migration can be done through API, part of implementation with vendor	25
51	Work Management	Ability to support attachment/document linkage to work activities such as photographs.	Critical	X				Showed taking photo on mobile device or uploading from computer.	25
52	Work Management	Ability to support related/linked work activities. For example, service requests to work orders or parent/child work orders.	Critical	X				Multiple linkage/relationship options available in system. Parent/child shown.	25
53	Work Management	Ability to track and manage different work types including customer calls/complaint investigations, preventive and corrective maintenance, and inspections.	Critical	X				3 different work types shown and discussed with workflows and dashboards and reporting capabilities	25
54	Asset Lifecycle Management	Ability to assign asset condition scoring through Asset Management Systems' custom calculations such as condition index and/or deterioration models.	Important	X				Condition scoring discussed	10
55	Asset Lifecycle Management	Ability to track warranty dates for system assets.	Important	X				Warranty tracking discussed	10
56	Cost Tracking	Ability to estimate time and cost required to carry out work activities for system assets.	Important	X				Estimated costs discussed, as well as work planning estimates for purposes of scheduling work	10
57	Cost Tracking	Ability to separate capital and operational costs for activities carried out against assets.	Important	X				Native template field allows activities to be tagged as capital or maintenance; other options for additional tracking if desired	10
58	Cost Tracking	Ability to update data such as labor rates, equipment, materials, vendors, or customers through mass import/update.	Important	X				Discussed as likely done through integration. Native tools to view and update rates or other employee information and export to CSV, modify values, and import back in to system for bulk updates	10
59	Cost Tracking	Supports multiple costing methods (i.e. weighted average, LIFO, FIFO, user-defined).	Important	X				Shown in materials module	10
60	Environment	Ability to provide secondary environments such as training and development that mirror the authoritative production environment.	Important	X				Discussed sandbox environment and periodic refresh from production	10
61	Integration	Ability to automatically generate work activities using specific asset thresholds such as hours, pressure, or levels from IoT sensor or from the City's SCADA historian database (one-way integration).	Important	X				Discussed full API capabilities as well as native asset readings capabilities and logic to trigger work at intervals or thresholds	10
62	Interface	Ability to configure and sequence fields on screen for ease of entry.	Important	X				Discussed at beginning as style plugin allows administrators to set up the screens shown to users and modify the layout from defaults	10
63	Interoperability	Ability to connect the system to various external reporting tools such as ArcGIS Dashboards, ESRI Insights, SQL Server Reporting Services, and Microsoft PowerBI.	Important	X				Multiple ways to do this. The Enterprise URL shown turns searches into services that can be consumed in other systems. There's also a replica database that can be connected to for things like PowerBI. ReplicaDB is near realtime, not updated nightly or weekly.	10

Trimble Unity Maintain		City of Melbourne PWUD Asset Management Functional Requirements Matrix							
Requirement ID	Category	Description	Priority	Compliance			Acceptance Criteria	Comments/Response	Score
				Full	Partial	Does Not			
64	Interoperability	Offer Application Programming Interfaces (APIs) to support interoperability with existing business systems along with toolkit for developers to manage integrations.	Important	X				Discussed open APIs and API documentation availability	10
65	Inventory Management	Ability to import inventory data from other sources.	Important	X				Discussed as within API capabilities. Also some tools for importing materials through CSV import tools.	10
66	Reporting	Ability to create executive dashboards at the business unit, department, and organizational level summarizing key performance indicators like costs, staff hours, or preventive maintenance performed on time.	Important	X				Showed some example dashboards. No canned dashboards, all based on searches configured and dashboard parts set up. Sharing to user, group, or site	10
67	Reporting	Ability to query a set of data and pull data from system in the form of a CSV file, PDF, JPEG or a shape file for use in other applications.	Important	X				Showed examples for exports	10
68	Reporting	Ability to report on hours, cost, and resources used for corrective vs preventative maintenance of assets.	Important	X				Native capability to identify preventive vs corrective and then query and show in dashboard	10
69	Support	Includes access to forum for idea sharing and collaboration with other organizations using the Asset Management System.	Important	X				Discussed user forum, conference, and regional user groups	10
70	Tracking	Ability to log and view user-level transactions or changes made to work activities.	Important	X				showed activity log	10
71	User Interface	Allows for users to access multiple functions simultaneously. For example, the map and work order viewable at the same time.	Important	X				split screen was shown in browser	10
72	Work Management	Ability to access asset documentation in various formats attached to registry record (JPEG, TIFF, Word, Excel, PDF, etc.).	Important	X				Since directly consuming GIS services, hyperlinks and attachments from GIS are available as well	10
73	Work Management	Ability to assign work activities across multiple users or departments simultaneously.	Important	X				Showed a few options. Tasks allow different users to be assigned and in sequential order.	10
74	Work Management	Ability to automatically assign work activities based on factors including activity type, asset type, location, and criticality.	Important	X				Automation and logic natively available through webhook configuration	10
75	Work Management	Ability to configure standardized drop-down lists, and minimize use from free-text fields where possible.	Important	X				Discussed and showed pick lists and configuration on work activities	10
76	Work Management	Ability to flag that an asset's information or location may need updating before closing a work order.	Important	X				Discussed workflow options including native Update Map checkbox on work order form	10
77	Work Management	Ability to group or associate work orders that are part of a larger effort.	Important	X				Project drop down field, supported by projects module. Projects can be budgeted or no budget just tabulate total as part of effort. Also projects can be nested to show sub-efforts or phases as part of a larger project.	10
78	Work Management	Ability to limit closing of parent work order until all child work orders closed.	Important			X			0
79	Work Management	Ability to plan and schedule work activities for employees for a specified time and location.	Important	X				Use of fields like projected start and assigned to or submitted to	10
80	Work Management	Ability to support predictive maintenance and prioritization of work activities.	Important	X				BRE analysis module in software (Operational Insights)	10
81	Work Management	Ability to track costs by account or fund code and support itemizing and totaling costs by account or fund code in reports.	Important	X				Native account field with pick list of accounts populated in admin plugin	10
82	Work Management	Provides enterprise work visibility in request interface for call-takers to facilitate communication with customers.	Important	X				Searches and dashboards specific for call takers can be configured. Also native service request functionality to identify potential duplicate reports or multiple reports from the same caller. Supports capability to add multiple callers to the same issue.	10
83	Work Management	Ability for certain users to pass work between groups, such as Public Works performing road patching following a Utilities pipe repair.	Important	X				Discussed as handled through tasks, which can be sequential.	10
84	Reporting	Ability to share custom report outputs to users within the system on a predetermined schedule.	Important			X			0
85	User Interface	Ability to provide links to associated modules from any display screen to minimize backing out of one screen to access another, with appropriate security.	Important	X				Links to everything through logical workflows, no back button or closing tabs.	10
86	Asset Lifecycle Management	Ability to effectively track equipment change outs and repairable spares as both assets and inventory over time.	Desired	X				Equipment change out functionality that ties to GIS; Serialization of materials as assets for things like meters too	5
87	Integration	Ability to leverage ArcGIS Indoors data model.	Desired	X				Showed 3d indoors model in beginning	5
88	Integration	Ability to utilize inherent Esri spatial functions such as system trace, valve isolation, etc.	Desired	X				Yes, utilizes esri tools for UN	5
89	Inventory Management	Ability to manage/return materials not involved in asset management activities, issue certain materials like consumables to individuals or divisions.	Desired	X				Yes, discussed	5
90	Mapping System	Ability to redline map- draw on map using a variety of graphics. Attach drawings to service request, work orders, inspections.	Desired	X				Redline function in map that attaches markups as images on activities	5
91	Routing	Provides the ability to configure AVL icons for user defined types of units for displaying in map.	Desired	X				AVL consumed as GIS service shows vehicle locations and details	5
92	Work Management	Ability to automatically generate work activities based on inspection observations.	Desired	X				Webhook capabilities	5
93	Work Management	Ability to automatically push internal/external communications and notifications through email and/or text message using logic. In-app communication tools are desired as well.	Desired	X				Covered notifications menu in Admin and discussed options for notifications	5
94	Work Management	Ability to identify potential duplicate activities (by location and type) for service requests and work orders with ability to specify search radius.	Desired	X				Showed tools in SR creation and map	5
95	Work Management	Ability to validate data entered into the database against rules or logic for the purpose of immediate error checking, prohibiting invalid data to be stored in the database.	Desired	X				Validation rules and varying levels of enforcement (warning, error, etc)	5
96	Work Management	Allows access to digital formats of O&M manuals to use in field for work activity resource.	Desired	X				Either as attachment or from GIS	5
97	Work Management	Allows Non-City entities (such as Local Fire Departments) to fill out work / inspections either directly in the system or through integrated workflows.	Desired	X				With a license that has limited capabilities or through integration with Survey123	5

Trimble Unity Maintain		City of Melbourne PWUD Asset Management Functional Requirements Matrix							
Requirement ID	Category	Description	Priority	Compliance			Acceptance Criteria	Comments/Response	Score
				Full	Partial	Does Not			
98	Work Management	Ability to create and maintain a native calendar and scheduling function for staff and offer workload management features across reactive, preventative and inspection type work.	Desired	X				Calendar function shown, workload plugin is cool and adds spatiotemporal functionality	5
Total Score									1815.0

AtomAI Atom AMS		City of Melbourne Asset Management Functional Requirements Matrix							
Requirement ID	Category	Description	Priority	Compliance			Acceptance Criteria	Comments/Response	Score
				Full	Partial	Does Not			
1	Asset Lifecycle Management	Ability to record and retrieve information regarding all treatments and costs carried out on an asset over its lifetime.	Exclusionary	X			Must fully comply		50
2	Digital Workflows	Ability to capture standard Public Works and Utilities work activities through a single digital platform that is configurable to meet varying needs between divisions.	Exclusionary	X			Must fully comply		50
3	Integration	Ability to fully integrate and function together as one solution with the City's current GIS (ArcGIS Enterprise version 11.3 on-prem with publicly accessible rest URLs, with plans to upgrade to 11.5 in the future). Integration must be able to read and write to current and future versions of the City's Enterprise Geodatabase (two-way integration) and support both vertical and horizontal assets. The City's enterprise GIS serves as the system of record for all asset attributes and locations.	Exclusionary		X		Must fully comply	Sync with asset tables in application using Esri Rest URLs vs direct, live consumption of GIS. Subitems are used instead of related tables because of MongoDB structure.	25
4	Integration	Ability to integrate with MUNIS utility billing system for meter-related workflows either natively or through a proven third party integration (two-way).	Exclusionary	X			Must fully comply	Supported through APIs and custom integrations	50
5	Work Management	Ability to support different workflow processes for different groups in the system.	Exclusionary	X			Must fully comply		50
6	Asset Lifecycle Management	Ability to be configurable for unlimited asset types and asset groups without additional licensed modules or licensing cost.	Critical	X					25
7	Asset Lifecycle Management	Ability to perform asset risk analysis using factors from assets' GIS attributes and work history evaluating the likelihood of failure and consequence of failure.	Critical	X					25
8	Asset Lifecycle Management	Ability to track actual useful life based on condition analysis, customer defined conditions, replacement cost and time analysis independent of financial depreciation.	Critical	X					25
9	Asset Lifecycle Management	Ability to track material transitions from warehouse inventory into a managed asset within the Asset Management System.	Critical	X					25
10	Cost Tracking	Ability to track labor costs with varying rate types for work done against assets (e.g., regular, overtime, on-call).	Critical	X					25
11	Cost Tracking	Ability to track units of work (Gallons lost) on certain work types.	Critical		X			Configurable fields and schema driven forms. No standard field across all work orders for tracking units.	12.5
12	Cost Tracking	Detailed cost and unit tracking, including contracted activities, labor, material, and equipment for work done against assets.	Critical	X					25
13	Dashboards	Ability for users or administrators to configure custom dashboards showing real-time data queried from the system, and present the information in a variety of formats including lists, graphs, charts, or maps.	Critical	X					25
14	Environment	Ability of field crews to complete work activities from iOS and Android mobile devices while outside the office network environment.	Critical	X					25
15	Environment	Ability to use Asset Management Solution within a disconnected environment that can be synchronized with the live system.	Critical	X					25
16	Environment	Supports ad hoc and saved searches for querying, reporting, and/or dashboarding as core system functionalities (out of the box), including wildcard searches and the ability to return unlimited search results.	Critical		X			Global search function allows users to find data in system. AtomAI dashboard contains preconfigured system searches that can be toggled on and off by users. Users can add additional dashboard parts through custom url. Reliance on 3rd party systems such as looker or Esri dashboards for creating and sharing to groups.	12.5
17	Integration	Ability to automate utility locate workflows with Sunshine811 either natively or through a proven third party integration (two-way integration).	Critical	X				Supported through APIs and custom integrations	25
18	Integration	Ability to automatically synchronize employee information (EmployeeID, Name, Title, Pay Rate, Contact Information, Department/Division) from MUNIS financial system (one-way integration) either natively or through a proven third party integration.	Critical	X				Supported through APIs and custom integrations	25
19	Integration	Ability to integrate with CUES GraniteNet CCTV software to automatically create work activities based on logged deficiencies.	Critical	X				Supported through APIs and custom integrations	25
20	Integration	Ability to integrate with and manage a conversion from GIS Geometric network to Utility network.	Critical		X			Requires their services team (at a fee) to do the conversion thru database. Does not currently support UN tools within AtomAI.	12.5
21	Interface	Ability to require certain fields to be populated during workflow process.	Critical	X					25
22	Interoperability	Ability to export work management data from Asset Management System Database into xls & csv data formats.	Critical	X					25
23	Interoperability	Web-based solution, compatible with modern browsers including Google Chrome, Safari, Microsoft Edge, and Mozilla Firefox without the use of any plugins. Also compatible with current-generation mobile devices such as android or iOS.	Critical	X					25
24	Inventory Management	Includes an inventory management solution that tracks inventory levels, costs, and material chain of custody (e.g., Warehouse > Truck > Work Activity > Asset). Must be configurable by division.	Critical	X					25
25	Mapping System	Ability to create custom map search filters or queries showing results on the map.	Critical	X				handled in map (work locations) or thru ai tool. But docking ai queries to dashboard is in development.	25
26	Mapping System	Ability to create multiple-asset work activity and evenly spread all costs evenly across all assets.	Critical	X					25
27	Mapping System	Ability to view attribute information and location simultaneously within the system.	Critical	X				Ability demonstrated in browser and mobile application	25
28	Other/Comments	Includes built-in tools that administrators can use to configure the user interface to simplify the end user experience.	Critical	X					25
29	Other/Comments	Supports Single Sign On from ArcGIS Enterprise.	Critical	X				Supports SSO through a variety of identity providers including Esri. This is optional and not required to use AtomAI.	25
30	Ownership	Includes out-of-the-box tools or capabilities for post-implementation configuration changes or updates conducted by administrators.	Critical	X					25
31	Reporting	Ability to customize inspection forms per divisional needs and/or program needs.	Critical	X				in mobile app too, which was a plus	25
32	Reporting	Ability to develop queries and reports through a native no or low-code interface.	Critical	X				AI tool handles some of this. Reliance on Google Looker for this	25
33	Reporting	Ability to provide an integrated report writer that allows for creation of custom reports.	Critical	X					25

AtomAI Atom AMS		City of Melbourne Asset Management Functional Requirements Matrix							
Requirement ID	Category	Description	Priority	Compliance			Acceptance Criteria	Comments/Response	Score
				Full	Partial	Does Not			
34	Reporting	Ability to track and report information related to department needs, such as NPDES, Sanitary Surveys, or Collection System Action Plans.	Critical	X					25
35	Reporting	Ability to track and report on departmental key performance indicators related to asset performance.	Critical	X					25
36	Security	Ability to assign role-based access and editing capabilities.	Critical		X			Supports granular role-based access control in the platform; GIS edit permissions controlled in Atom. Editor tracking in Esri problematic since API and token are used to push edits back to GIS.	12.5
37	Security	Role based access control to give user privileges for appropriate workflow components.	Critical	X					25
38	Training	Easily accessible guides and resources for administrators and end users; available self-help and training resources.	Critical		X			Not in app. Go out to atom site, log in, find guides and resources. Also provided during customer onboarding process.	12.5
39	Work Management	Ability for administrators to manage user permissions such as create, read, update, and delete for assets, work activities, and other system functions like pick lists in a centralized administrative console.	Critical	X					25
40	Work Management	Ability for users to search, view, and organize work activities based on a variety of criteria including work type, due date, priority, and location.	Critical	X					25
41	Work Management	Ability to add and manage contractors, vendors, manufacturers/suppliers, materials, equipment, and employees.	Critical	X					25
42	Work Management	Ability to auto-generate work orders based on a pre-determined maintenance schedule per asset.	Critical	X					25
43	Work Management	Ability to automatically date/time stamp work activities for critical fields such as created and closed. Ability to store both date and time values and represent local time, accounting for daylight savings.	Critical	X					25
44	Work Management	Ability to automatically define a standard set of notes, comments, or steps within work activities based on the activity type.	Critical	X					25
45	Work Management	Ability to create configurable and actionable checklists for PMs, inspections, etc.	Critical	X					25
46	Work Management	Ability to create custom defined fields and supports ability to query those custom fields within the software.	Critical	X					25
47	Work Management	Ability to define custom inspection observations with weighted scoring by asset type. Weighted scoring should result in a condition score on the asset.	Critical	X					25
48	Work Management	Ability to document requestor information from Call In/ Requests from public.	Critical	X					25
49	Work Management	Ability to identify work activities by requestor, submit to, and closed by within searches and dashboards.	Critical	X					25
50	Work Management	Ability to import work history from legacy systems.	Critical		X			Requires their team to manage the import at a fee.	12.5
51	Work Management	Ability to support attachment/document linkage to work activities such as photographs.	Critical	X					25
52	Work Management	Ability to support related/linked work activities. For example, service requests to work orders or parent/child work orders.	Critical	X					25
53	Work Management	Ability to track and manage different work types including customer calls/complaint investigations, preventive and corrective maintenance, and inspections.	Critical	X					25
54	Asset Lifecycle Management	Ability to assign asset condition scoring through Asset Management Systems' custom calculations such as condition index and/or deterioration models.	Important	X					10
55	Asset Lifecycle Management	Ability to track warranty dates for system assets.	Important		X			Supported as an asset attribute (from GIS) and operational field. No system functionality associated with warranties without custom configuration.	5
56	Cost Tracking	Ability to estimate time and cost required to carry out work activities for system assets.	Important	X					10
57	Cost Tracking	Ability to separate capital and operational costs for activities carried out against assets.	Important	X					10
58	Cost Tracking	Ability to update data such as labor rates, equipment, materials, vendors, or customers through mass import/update.	Important	X					10
59	Cost Tracking	Supports multiple costing methods (i.e. weighted average, LIFO, FIFO, user-defined).	Important	X					10
60	Environment	Ability to provide secondary environments such as training and development that mirror the authoritative production environment.	Important	X				yes; but need both licensing agreements for additional fee. Configuration changes made in Sandbox can be ported over to Production.	10
61	Integration	Ability to automatically generate work activities using specific asset thresholds such as hours, pressure, or levels from IoT sensor or from the City's SCADA historian database (one-way integration).	Important		X			Would be handled through custom integration and APIs to trigger activities based on external events. Did not show a built in asset reading function.	5
62	Interface	Ability to configure and sequence fields on screen for ease of entry.	Important	X					10
63	Interoperability	Ability to connect the system to various external reporting tools such as ArcGIS Dashboards, ESRI Insights, SQL Server Reporting Services, and Microsoft PowerBI.	Important	X					10
64	Interoperability	Offer Application Programming Interfaces (APIs) to support interoperability with existing business systems along with toolkit for developers to manage integrations.	Important	X					10
65	Inventory Management	Ability to import inventory data from other sources.	Important	X				Import tools are available as well as CSV inputs for importing inventory data	10
66	Reporting	Ability to create executive dashboards at the business unit, department, and organizational level summarizing key performance indicators like costs, staff hours, or preventive maintenance performed on time.	Important	X				Uses Google BigQuery, Looker, and GIS Analytics environments to support executive dashboards, KPIs, operational analytics, and cross-department reporting	10
67	Reporting	Ability to query a set of data and pull data from system in the form of a CSV file, PDF, JPEG or a shape file for use in other applications.	Important	X					10
68	Reporting	Ability to report on hours, cost, and resources used for corrective vs preventative maintenance of assets.	Important	X					10

AtomAI Atom AMS		City of Melbourne Asset Management Functional Requirements Matrix							
Requirement ID	Category	Description	Priority	Compliance			Acceptance Criteria	Comments/Response	Score
				Full	Partial	Does Not			
69	Support	Includes access to forum for idea sharing and collaboration with other organizations using the Asset Management System.	Important		X			Customer engagement and collaboration programs. Primarily transportation focused, but an online community is available and growing into the Utilities sector.	5
70	Tracking	Ability to log and view user-level transactions or changes made to work activities.	Important	X					10
71	User Interface	Allows for users to access multiple functions simultaneously. For example, the map and work order viewable at the same time.	Important		X			Mobile application supports simultaneous operational and mapping workflows.	5
72	Work Management	Ability to access asset documentation in various formats attached to registry record (JPEG, TIFF, Word, Excel, PDF, etc.).	Important	X					10
73	Work Management	Ability to assign work activities across multiple users or departments simultaneously.	Important	X				Accomplished through tasks	10
74	Work Management	Ability to automatically assign work activities based on factors including activity type, asset type, location, and criticality.	Important		X				5
75	Work Management	Ability to configure standardized drop-down lists, and minimize use from free-text fields where possible.	Important	X					10
76	Work Management	Ability to flag that an asset's information or location may need updating before closing a work order.	Important	X					10
77	Work Management	Ability to group or associate work orders that are part of a larger effort.	Important		X			Can be achieved through use of custom fields and schema configuration. Atom doesn't include a native field or associated functionality for this.	5
78	Work Management	Ability to limit closing of parent work order until all child work orders closed.	Important	X				Inheritance function can be set in preferences to define work logic and status relationships.	10
79	Work Management	Ability to plan and schedule work activities for employees for a specified time and location.	Important	X				Complete calendar functionality	10
80	Work Management	Ability to support predictive maintenance and prioritization of work activities.	Important	X					10
81	Work Management	Ability to track costs by account or fund code and support itemizing and totaling costs by account or fund code in reports.	Important	X					10
82	Work Management	Provides enterprise work visibility in request interface for call-takers to facilitate communication with customers.	Important		X			dashboard items and map, but no native function to identify potential duplicate activities when entering calls	5
83	Work Management	Ability for certain users to pass work between groups, such as Public Works performing road patching following a Utilities pipe repair.	Important	X				Tasks, but are cumbersome going between groups	10
84	Reporting	Ability to share custom report outputs to users within the system on a predetermined schedule.	Important	X					10
85	User Interface	Ability to provide links to associated modules from any display screen to minimize backing out of one screen to access another, with appropriate security.	Important	X					10
86	Asset Lifecycle Management	Ability to effectively track equipment change outs and repairable spares as both assets and inventory over time.	Desired	X				Only if configured as an asset and not a sub item	5
87	Integration	Ability to leverage ArcGIS Indoors data model.	Desired	X					5
88	Integration	Ability to utilize inherent Esri spatial functions such as system trace, valve isolation, etc.	Desired			X		Needs to be run within Esri environment, separate from AtomAI. This is intentional.	0
89	Inventory Management	Ability to manage/return materials not involved in asset management activities, issue certain materials like consumables to individuals or divisions.	Desired	X					5
90	Mapping System	Ability to redline map- draw on map using a variety of graphics. Attach drawings to service request, work orders, inspections.	Desired			X		Showed photo markups are supported but not map markup.	0
91	Routing	Provides the ability to configure AVL icons for user defined types of units for displaying in map.	Desired	X				Stated that live service connections may be consume from AVL systems	5
92	Work Management	Ability to automatically generate work activities based on inspection observations.	Desired	X					5
93	Work Management	Ability to automatically push internal/external communications and notifications through email and/or text message using logic. In-app communication tools are desired as well.	Desired		X			Email notifications	2.5
94	Work Management	Ability to identify potential duplicate activities (by location and type) for service requests and work orders with ability to specify search radius.	Desired		X			Does not natively identify potential duplicate issues when entering call information. Ability to show locations on the map or to report all activities within a certain radius using map tool.	2.5
95	Work Management	Ability to validate data entered into the database against rules or logic for the purpose of immediate error checking, prohibiting invalid data to be stored in the database.	Desired	X					5
96	Work Management	Allows access to digital formats of O&M manuals to use in field for work activity resource.	Desired	X					5
97	Work Management	Allows Non-City entities (such as Local Fire Departments) to fill out work / inspections either directly in the system or through integrated workflows.	Desired	X				described as using unlimited licenses to grant access	5
98	Work Management	Ability to create and maintain a native calendar and scheduling function for staff and offer workload management features across reactive, preventative and inspection type work.	Desired	X					5
Total Score									1685

OpenGov Enterprise Asset Management		City of Melbourne PWUD Asset Management Functional Requirements Matrix							
Requirement ID	Category	Description	Priority	Compliance			Acceptance Criteria	Comments/Response	Score
				Full	Partial	Does Not			
1	Asset Lifecycle Management	Ability to record and retrieve information regarding all treatments and costs carried out on an asset over its lifetime.	Exclusionary	X			Must fully comply	Showed lifetime work history and associated costs; easily brought into dashboard	50
2	Digital Workflows	Ability to capture standard Public Works and Utilities work activities through a single digital platform that is configurable to meet varying needs between divisions.	Exclusionary	X			Must fully comply	Configurable work order and task templates; examples and clients in PW and Utilities	50
3	Integration	Ability to fully integrate and function together as one solution with the City's current GIS (ArcGIS Enterprise version 11.3 on-prem with publicly accessible rest URLs, with plans to upgrade to 11.5 in the future). Integration must be able to read and write to current and future versions of the City's Enterprise Geodatabase (two-way integration) and support both vertical and horizontal assets. The City's enterprise GIS serves as the system of record for all asset attributes and locations.	Exclusionary	X			Must fully comply	Esri partner and confirmed compatibility with 11.x AGE	50
4	Integration	Ability to integrate with MUNIS utility billing system for meter-related workflows either natively or through a proven third party integration (two-way).	Exclusionary	X			Must fully comply	Discussed billing integrations as very common, 2 way is no problem with APIs	50
5	Work Management	Ability to support different workflow processes for different groups in the system.	Exclusionary	X			Must fully comply	Showed examples of different groups and how they have different "views" of the work going on that pertains to them	50
6	Asset Lifecycle Management	Ability to be configurable for unlimited asset types and asset groups without additional licensed modules or licensing cost.	Critical	X				Configure as much as you need. Licensing model isn't dependent upon asset types or groups.	25
7	Asset Lifecycle Management	Ability to perform asset risk analysis using factors from assets' GIS attributes and work history evaluating the likelihood of failure and consequence of failure.	Critical	X				Discussed PDF/COF/BRE and showed us an example	25
8	Asset Lifecycle Management	Ability to track actual useful life based on condition analysis, customer defined conditions, replacement cost and time analysis independent of financial depreciation.	Critical		X			Showed asset degradation curves using either industry standard assumptions or override with custom inputs	25
9	Asset Lifecycle Management	Ability to track material transitions from warehouse inventory into a managed asset within the Asset Management System.	Critical		X			Does not have ability for materials to become assets without manual operation of creating an asset in the GIS.	12.5
10	Cost Tracking	Ability to track labor costs with varying rate types for work done against assets (e.g., regular, overtime, on-call).	Critical	X				Showed rate types and defining/updating rates	25
11	Cost Tracking	Ability to track units of work (Gallons lost) on certain work types.	Critical		X			Custom numeric field must be added, not a default field on work activities	12.5
12	Cost Tracking	Detailed cost and unit tracking, including contracted activities, labor, material, and equipment for work done against assets.	Critical	X				Showed individual cost components entered into system	25
13	Dashboards	Ability for users or administrators to configure custom dashboards showing real-time data queried from the system, and present the information in a variety of formats including lists, graphs, charts, or maps.	Critical	X				Administrators can create and share dashboards; users can update their dashboards as needed.	25
14	Environment	Ability of field crews to complete work activities from iOS and Android mobile devices while outside the office network environment.	Critical	X				Demonstrated mobile application capabilities	25
15	Environment	Ability to use Asset Management Solution within a disconnected environment that can be synchronized with the live system.	Critical	X				Application performs a sync	25
16	Environment	Supports ad hoc and saved searches for querying, reporting, and/or dashboarding as core system functionalities (out of the box), including wildcard searches and the ability to return unlimited search results.	Critical	X				Showed building a search in the system for ad hoc queries; wildcard searches were discussed	25
17	Integration	Ability to automate utility locate workflows with Sunshine811 either natively or through a proven third party integration (two-way integration).	Critical	X				Direct integration with Sunshine811	25
18	Integration	Ability to automatically synchronize employee information (EmployeeID, Name, Title, Pay Rate, Contact Information, Department/Division) from MUNIS financial system (one-way integration) either natively or through a proven third party integration.	Critical	X				Discussed as a very common integration, have worked with Munis before for employee information	25
19	Integration	Ability to integrate with CUES GraniteNet CCTV software to automatically create work activities based on logged deficiencies.	Critical	X				This is a common integration, not just with CUES but mentioned other CCTV vendors	25
20	Integration	Ability to integrate with and manage a conversion from GIS Geometric network to Utility network.	Critical	X				Schema conversion and considerations for retaining work history were discussed	25
21	Interface	Ability to require certain fields to be populated during workflow process.	Critical	X				Configurable forms and fields were demonstrated	25
22	Interoperability	Ability to export work management data from Asset Management System Database into xls & csv data formats.	Critical	X				Exports were shown	25
23	Interoperability	Web-based solution, compatible with modern browsers including Google Chrome, Safari, Microsoft Edge, and Mozilla Firefox without the use of any plugins. Also compatible with current-generation mobile devices such as android or iOS.	Critical	X				Demonstrated in browser and app	25
24	Inventory Management	Includes an inventory management solution that tracks inventory levels, costs, and material chain of custody (e.g., Warehouse > Truck > Work Activity > Asset). Must be configurable by division.	Critical	X				Showed inventory management capabilities	25
25	Mapping System	Ability to create custom map search filters or queries showing results on the map.	Critical	X				Showed locations of work activities on map	25
26	Mapping System	Ability to create multiple-asset work activity and evenly spread all costs evenly across all assets.	Critical	X				This is the default asset cost allocation	25
27	Mapping System	Ability to view attribute information and location simultaneously within the system.	Critical	X				This was demonstrated. Map and Esri attribute table style display of asset details	25
28	Other/Comments	Includes built-in tools that administrators can use to configure the user interface to simplify the end user experience.	Critical	X				Showed an administration area that the City will have access to for managing configuration	25
29	Other/Comments	Supports Single Sign On from ArcGIS Enterprise.	Critical	X				Signed in using SSO	25
30	Ownership	Includes out-of-the-box tools or capabilities for post-implementation configuration changes or updates conducted by administrators.	Critical	X				Showed an administration area that the City will have access to for managing configuration	25
31	Reporting	Ability to customize inspection forms per divisional needs and/or program needs.	Critical	X				Showed fully configurable inspection forms with different field types	25
32	Reporting	Ability to develop queries and reports through a native no or low-code interface.	Critical	X				Search builder appears to be simple to use and does not require coding	25
33	Reporting	Ability to provide an integrated report writer that allows for creation of custom reports.	Critical	X				Built in report writer and automatic scheduling/sending of reports	25
34	Reporting	Ability to track and report information related to department needs, such as NPDES, Sanitary Surveys, or Collection System Action Plans.	Critical	X				Dashboards or reports. Dashboards have a goal function for tracking progress	25
35	Reporting	Ability to track and report on departmental key performance indicators related to asset performance.	Critical	X				Dashboards or reports. Dashboards have a goal function for tracking progress	25
36	Security	Ability to assign role-based access and editing capabilities.	Critical	X				Showed where permissions are assigned.	25
37	Security	Role based access control to give user privileges for appropriate workflow components.	Critical	X				Showed many different permissions that impact aspects of workflow.	25
38	Training	Easily accessible guides and resources for administrators and end users; available self-help and training resources.	Critical	X				In app help that is context sensitive based on the page you're on. Their site has additional resources including videos and training.	25
39	Work Management	Ability for administrators to manage user permissions such as create, read, update, and delete for assets, work activities, and other system functions like pick lists in a centralized administrative console.	Critical	X				Covered under administrative management section	25
40	Work Management	Ability for users to search, view, and organize work activities based on a variety of criteria including work type, due date, priority, and location.	Critical	X				Easily filterable within existing dashboard parts or can create new searches	25
41	Work Management	Ability to add and manage contractors, vendors, manufacturers/suppliers, materials, equipment, and employees.	Critical	X				Showed where to manage these lists in the administration section	25
42	Work Management	Ability to auto-generate work orders based on a pre-determined maintenance schedule per asset.	Critical	X				Recurring preventive maintenance work activities were shown; also auto-trigger activities based on criteria like certain condition threshold or values in observations	25

OpenGov Enterprise Asset Management		City of Melbourne PWUD Asset Management Functional Requirements Matrix							
Requirement ID	Category	Description	Priority	Compliance			Acceptance Criteria	Comments/Response	Score
				Full	Partial	Does Not			
43	Work Management	Ability to automatically date/time stamp work activities for critical fields such as created and closed. Ability to store both date and time values and represent local time, accounting for daylight savings.	Critical	X				Several default fields were shown. Also ability to use automation tool for custom needs.	25
44	Work Management	Ability to automatically define a standard set of notes, comments, or steps within work activities based on the activity type.	Critical	X				Each work order or task can have steps, instructions, or documents associated with them.	25
45	Work Management	Ability to create configurable and actionable checklists for PMs, Inspections, etc.	Critical	X				Configurable forms and fields were demonstrated	25
46	Work Management	Ability to create custom defined fields and supports ability to query those custom fields within the software.	Critical	X				Configurable forms and fields were demonstrated	25
47	Work Management	Ability to define custom inspection observations with weighted scoring by asset type. Weighted scoring should result in a condition score on the asset.	Critical	X				Condition scoring was demonstrated. Configuration wasn't shown but was described as fully configurable based on your scoring criteria.	25
48	Work Management	Ability to document requestor information from Call In/ Requests from public.	Critical	X				Caller information and ability to add fields was discussed	25
49	Work Management	Ability to identify work activities by requestor, submit to, and closed by within searches and dashboards.	Critical	X				Demonstrated, depends on what fields you bring in and how you filter the dashboard search results	25
50	Work Management	Ability to import work history from legacy systems.	Critical			X		Single file import and match up to new templates and format- requires specific format	12.5
51	Work Management	Ability to support attachment/document linkage to work activities such as photographs.	Critical	X				Documents, photos, etc can be attached	25
52	Work Management	Ability to support related/linked work activities. For example, service requests to work orders or parent/child work orders.	Critical	X				Linked activities are possible and automations support auto creating	25
53	Work Management	Ability to track and manage different work types including customer calls/complaint investigations, preventive and corrective maintenance, and inspections.	Critical	X				Showed examples of different call types, showed examples of different PM intervals or templates and different inspection types.	25
54	Asset Lifecycle Management	Ability to assign asset condition scoring through Asset Management Systems' custom calculations such as condition index and/or deterioration models.	Important	X				Condition scoring was demonstrated and can be configured based on desired criteria	10
55	Asset Lifecycle Management	Ability to track warranty dates for system assets.	Important	X				Asset detail tracks warranty date and warranty documentation as attachment. Can identify in the system assets that are under warranty or having warranty expire soon	10
56	Cost Tracking	Ability to estimate time and cost required to carry out work activities for system assets.	Important	X				Estimated costs were shown. Described as building based on historic actual costs for same activity.	10
57	Cost Tracking	Ability to separate capital and operational costs for activities carried out against assets.	Important			X		Not native or default field, would have to be custom field	5
58	Cost Tracking	Ability to update data such as labor rates, equipment, materials, vendors, or customers through mass import/update.	Important	X				Discussed as happening through integration or can manually bulk update using bulk update tool	10
59	Cost Tracking	Supports multiple costing methods (i.e. weighted average, LIFO, FIFO, user-defined).	Important	X				Demonstrated costing methods in material configuration	10
60	Environment	Ability to provide secondary environments such as training and development that mirror the authoritative production environment.	Important	X				Test and prod environment are both included	10
61	Integration	Ability to automatically generate work activities using specific asset thresholds such as hours, pressure, or levels from IoT sensor or from the City's SCADA historian database (one-way integration).	Important	X				Discussed SCADA integrations and supporting threshold and interval methods using API	10
62	Interface	Ability to configure and sequence fields on screen for ease of entry.	Important	X				Impressive capabilities for screen configuration in both browser and mobile application which mirrors browser experience. Can be user specific or groups can share same layout	10
63	Interoperability	Ability to connect the system to various external reporting tools such as ArcGIS Dashboards, ESRI Insights, SQL Server Reporting Services, and Microsoft PowerBI.	Important			X		Built on esri so live for esri; export data to 3rd party system, not live db connection or data stream for SSRS or BI	5
64	Interoperability	Offer Application Programming Interfaces (APIs) to support interoperability with existing business systems along with toolkit for developers to manage integrations.	Important	X				Provided API documentation page (open APIs), and discussed example capabilities	10
65	Inventory Management	Ability to import inventory data from other sources.	Important	X				Data import is handled by the system. Requires formatting as similar with any other system	10
66	Reporting	Ability to create executive dashboards at the business unit, department, and organizational level summarizing key performance indicators like costs, staff hours, or preventive maintenance performed on time.	Important	X				Dashboards can be created for any purpose. KPI examples with goals were shown for executive dashboards. Summary of costs, hours, and schedule adherence were shown.	10
67	Reporting	Ability to query a set of data and pull data from system in the form of a CSV file, PDF, JPEG or a shape file for use in other applications.	Important	X				Discussed as ability to export from queries or using API to get to other components like location, attachments, etc.	10
68	Reporting	Ability to report on hours, cost, and resources used for corrective vs preventative maintenance of assets.	Important	X				Shown in dashboards based on query and how the result is summarized or displayed	10
69	Support	Includes access to forum for idea sharing and collaboration with other organizations using the Asset Management System.	Important	X				Showed and discussed website and forum	10
70	Tracking	Ability to log and view user-level transactions or changes made to work activities.	Important	X				Provided audit log example in follow up	10
71	User Interface	Allows for users to access multiple functions simultaneously. For example, the map and work order viewable at the same time.	Important	X				Demonstrated ability to display many things at once in an organized screen - map, asset attributes, and work assignment at once	10
72	Work Management	Ability to access asset documentation in various formats attached to registry record (JPEG, TIFF, Word, Excel, PDF, etc.).	Important	X				Attachments can include many file types	10
73	Work Management	Ability to assign work activities across multiple users or departments simultaneously.	Important	X				Use Tasks to assign across multiple individuals or groups on same work order	10
74	Work Management	Ability to automatically assign work activities based on factors including activity type, asset type, location, and criticality.	Important	X				Automation tool can be configured based on these criteria	10
75	Work Management	Ability to configure standardized drop-down lists, and minimize use from free-text fields where possible.	Important	X				Field configuration was shown, including how to set up pick lists	10
76	Work Management	Ability to flag that an asset's information or location may need updating before closing a work order.	Important			X		Didn't show native capabilities for this. Discussed adding a custom non-asset task to notify GIS.	5
77	Work Management	Ability to group or associate work orders that are part of a larger effort.	Important	X				Tagging activities that are part of the same effort is done through a field	10
78	Work Management	Ability to limit closing of parent work order until all child work orders closed.	Important	X				Verbally confirmed that automation manager can prevent closing parent until child is closed	10
79	Work Management	Ability to plan and schedule work activities for employees for a specified time and location.	Important	X				Work assignments can be scheduled in the future. They include date, time, and assigned person.	10
80	Work Management	Ability to support predictive maintenance and prioritization of work activities.	Important	X				Preventive maintenance can be scheduled and can be identified using filters; priority is a field and can be used to sort or filter dashboards	10
81	Work Management	Ability to track costs by account or fund code and support itemizing and totaling costs by account or fund code in reports.	Important			X		This is not a default field, but showed custom fields capabilities to track this	5

OpenGov Enterprise Asset Management		City of Melbourne PWUD Asset Management Functional Requirements Matrix							
Requirement ID	Category	Description	Priority	Compliance			Acceptance Criteria	Comments/Response	Score
				Full	Partial	Does Not			
82	Work Management	Provides enterprise work visibility in request interface for call-takers to facilitate communication with customers.	Important	X				Demonstrated manual entry of call information, tools that show potential duplicate issues and help call center staff manage their part of the system	10
83	Work Management	Ability for certain users to pass work between groups, such as Public Works performing road patching following a Utilities pipe repair.	Important	X				Demonstrated as tasks on the same work order. Described ability to configure other workflows like parent/child work orders.	10
84	Reporting	Ability to share custom report outputs to users within the system on a predetermined schedule.	Important	X				Automation manager tool handles scheduling report generation and sending	10
85	User Interface	Ability to provide links to associated modules from any display screen to minimize backing out of one screen to access another, with appropriate security.	Important	X				Everything was tab and hyperlink driven. No use of back button or closing multiple windows in demo.	10
86	Asset Lifecycle Management	Ability to effectively track equipment change outs and repairable spares as both assets and inventory over time.	Desired			X		Doesn't handle repairable spares- discussed generic materials or equipment, but not transition to assets or from assets back to materials	0
87	Integration	Ability to leverage ArcGIS Indoors data model.	Desired		X			Not said it is not 1:1 with indoors capabilities, but data can be brought as assets if using esri feature class	2.5
88	Integration	Ability to utilize inherent Esri spatial functions such as system trace, valve isolation, etc.	Desired		X			Can consume data, but UN tools aren't there today they are coming in a future release.	2.5
89	Inventory Management	Ability to manage/return materials not involved in asset management activities, issue certain materials like consumables to individuals or divisions.	Desired	X				Showed use of consumable materials and assigning them to individuals during material management	5
90	Mapping System	Ability to redline map- draw on map using a variety of graphics. Attach drawings to service request, work orders, inspections.	Desired			X		No redline- workaround is to create a non asset task with a comment and send the task to GIS.	0
91	Routing	Provides the ability to configure AVL icons for user defined types of units for displaying in map.	Desired	X				Discussed AVL integration and showed example. Data available will come from AVL and GIS, and will be displayed in the map	5
92	Work Management	Ability to automatically generate work activities based on inspection observations.	Desired	X				Automation capabilities were discussed, this is a common scenario	5
93	Work Management	Ability to automatically push internal/external communications and notifications through email and/or text message using logic. In-app communication tools are desired as well.	Desired	X				External communication capabilities were discussed and configuration was shown	5
94	Work Management	Ability to identify potential duplicate activities (by location and type) for service requests and work orders with ability to specify search radius.	Desired	X				Showed example of this during call center/call taker scenario	5
95	Work Management	Ability to validate data entered into the database against rules or logic for the purpose of immediate error checking, prohibiting invalid data to be stored in the database.	Desired	X				Validation can be set up on any field	5
96	Work Management	Allows access to digital formats of O&M manuals to use in field for work activity resource.	Desired	X				Discussed O&M availability as GIS attachment or as attachment on work activity - both can be retrieved from the field	5
97	Work Management	Allows Non-City entities (such as Local Fire Departments) to fill out work / inspections either directly in the system or through integrated workflows.	Desired	X				Discussed survey123 or additional licensing	5
98	Work Management	Ability to create and maintain a native calendar and scheduling function for staff and offer workload management features across reactive, preventative and inspection type work.	Desired			X		Future functionality (this year)	0
Total Score									1757.5



Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Jennifer Spagnoli, Public Works & Utilities Director
Date: August 12, 2024
Re: Professional Engineering Services Contract with Jones Edmunds & Associates, Inc. for the Asset Management Program Development and Implementation Services Project No. 34522

This is a request for approval of a Professional Engineering Services contract with Jones Edmunds & Associates, Inc., associated with Public Works and Utilities Department Asset Management Program Development and Implementation Services Project and Task Order No. JEA-AM-01 for Phase I services.

Background

A Request for Qualifications was advertised in August 2023 for professional consulting services to assist the Public Works and Utilities Department in the development of a comprehensive asset management program and implementation of a core work management software solution as listed in the five-year Capital Improvement Project Budget for the Public Works and Utilities Department.

On November 14, 2023, Council authorized staff to negotiate a professional engineering contract with Jones Edmunds and Associates, Inc. for consulting services associated with the development of an asset management program and implementation of a core work management software solution through a multi-phased, multi-year approach throughout the Department’s many business units. This contract would be the base contract upon which task orders can be issued.

The project will expand across the Public Works and Utilities Department and include the Water Production and Water Reclamation facilities, Water Distribution, Wastewater Collections, Environmental Community Outreach, Reclaimed Water Distribution, Utility Operations and Streets & Stormwater divisions. Similar services may be extended to additional departments and divisions, including Parks, Facilities Maintenance, and Traffic Engineering.

The need for an asset management program and supporting software is due in part to increasing regulatory requirements for long term infrastructure planning, the need to improve documentation of work activities, track asset history, better manage service requests and obtain more favorable interest rates under the state revolving loan program.

Scope of Services

The initial phase (Phase 1) scope of services have been established in Task Order JEA-AM-01 and includes establishing program objectives, evaluating existing operational processes and data systems, assessing regulatory review and compliance and data readiness, constructing the asset management framework, finalizing the asset management project plan and responsibilities for

overall project management. Phase I will also include development of methodologies for evaluating software solutions and recommendations for work and asset management software based on the determined functional requirements. Services provided under Phase 1 are at a not-to-exceed cost of \$150,000.

Future phases (Phase 2-4) will include the acquisition, implementation and configuration of the software solution throughout the Public Works and Utilities business units in accordance with the project plan, as well as other City divisions requiring work management software solutions. In addition, further development of condition evaluation programs and risk and vulnerability assessments are identified as a future phase. The sequencing of implementation and refinement of the scope of services and costs for Phases 2-4 will be determined through the evaluation and assessments conducted during Phase 1 efforts. Future phases will be brought to Council for approval as additional task orders to the agreement at an estimated cost between \$700,000 - \$800,000 exclusive of software licensing fees.

Compensation and Schedule

The cost of the services for Phase I is a not-to-exceed amount of \$150,000. The work will be completed within 365 days of Notice to Proceed.

Funding

Funding for Phase I services is available in the Water and Sewer Capital Improvement Project Budget (Project No. 34522-Asset Management Software)

Recommendations

- a. Approval of Professional Engineering Services Contract with Jones Edmunds and Associates Inc., Alachua, FL associated with the Public Works and Utilities Department Asset Management Program Development and Implementation Services.
- b. Approval of Task Order No. JEA-AM-01 to Jones Edmunds and Associates, Inc., Alachua, FL for Phase 1 Services, Project No. 34522 for a not-to-exceed amount of \$150,000.

Copy: Thomas Baker, Assistant Public Works & Utilities Director
Kacie Black, Engineering Contract Manager
Marla Keehn, Management and Budget Officer



Melbourne City Council
May 26, 2026
City Manager's Item Report

Department: Public Works & Utilities
 Presenter: Jennifer Spagnoli
 Council District: 3
 Reading Number: N/A
 Quasi-judicial Item (Disclosure Required): No
 Public Hearing: No
 Item Number: C.11.c.

Subject:

Purchase of replacement chiller system for City Hall.

Background/Consideration:

The existing chillers for Melbourne City Hall are rusted due to being located outside in a coastal environment. The coils are leaking, and the units are in need of replacement. The chillers are approximately 10 years old and have reached the end of their useful life. The City received eight (8) bids and staff recommends an award to the lowest responsive, responsible bidder, which is Air Mechanical & Service Corp. Lead time for the replacement chillers is approximately 14 weeks and installation time is up to two (2) weeks. The vendor provides a 10-year labor and material warranty. The price includes the purchase, delivery and installation of two (2) new outdoor air-cooled chillers with epoxy-coated coils to prevent corrosion from salt air and removal of existing chillers and refrigerant.

Contract/Solicitation:

This purchase was solicited using bid number ITB-B26013K-0-2026/KL.

SOLICITATION INFORMATION:			
Issue Date:	3/10/26	# of Solicitations:	33
Legal Ad Date:	3/10/26	Pre-Bid/Pre-Proposal Date:	3/24/26
Open Date:	4/30/26	# of Responses:	8

Fiscal/Budget Impact:

Funding is sufficient in Capital Improvement Project No. 10525 (City Hall Chiller Replacement).

Requested Action:

Approval of purchase of replacement chiller system for City Hall, Project No. 10525, Air Mechanical & Service Corp., Casselberry, FL - estimated amount of \$298,622.



NOTICE OF RECOMMENDATION OF AWARD

May 06, 2026

ITB-B26013K-0-2026/KL Chiller System Replacement at City Hall

Bids for the above referenced solicitation were opened on **April 30, 2026 at 3:00 p.m.** The Procurement Division received eight (8) bids as recorded on the tabulation sheet posted on Demandstar.

After review of the submitted bids, you are hereby notified that the Public Works & Utilities Department staff has recommended award to the lowest responsive, responsible Bidder as follows:

- **Air Mechanical & Service Corp.**

This recommendation of award is anticipated to be presented for action by:

- City Council on: May 26, 2026
 City Manager within the next ten (10) days

Should you have any questions, please contact Procurement Manager by phone at (321) 608-7065 or by email at Gregory.Bunn@mlbfl.org.

Sincerely,

A handwritten signature in black ink that reads "Kristina LaMarche".

Kristina LaMarche
Senior Buyer

FINAL BID TABULATION SHEET

Title: Chiller System Replacement at City Hall

Bid #: ITB-B26013K-0-2026/KL

Due Date: April 30, 2026 by 3:00 PM



Bidders:		Southeast Services of CFL, Inc	Flow Service Partners of Florida OP-CO LLC dba Cortez Heating & Air	Alef Synergy Mechanical Corp	J.R. Hobbs Co.	Precision Air Conditioning of Brevard County, Inc.	Mid State Mechanical of Vero Beach LLC	Advanced Roofing, Inc dba Advanced Air Systems	Air Mechanical & Service Corp.
Local Preference (LP) COMLP/BCLP:		BCLP				BCLP			
ITEM	DESCRIPTION	TOTAL SUM	TOTAL SUM	TOTAL SUM	TOTAL SUM	TOTAL SUM	TOTAL SUM	TOTAL SUM	TOTAL SUM
1	Total Sum for the purchase, delivery and installation of two (2) new Carrier outdoor air-cooled chillers, and removal and disposal of existing chillers and refrigerant.	\$329,755.00	\$429,278.00	\$359,205.00	\$558,840.00	\$344,608.00	\$411,000.00	\$474,690.00	\$298,622.00
	Product Warranty	10 years	5 year	10 years	5 years	10 years	10 years	10 years	10 years
	Labor Warranty	1 year on install 10 years on equipment from manufacturer	5 year	5 years	5 years	10 years	10 years	10 years	10 years
	Number of Business days service will commence from receipt of Purchase Order	Approx 75 days	Ater delivery 2 weeks to schedule	10 days	lead time of equipment + 5 days	70 days		120 subject to carrier lead time	120-150
	Number of Business days service will completed from date of commencement of services	7 days	5 days	14days	15 days	7 days	15 days	20 days	20-30
	Notes:	Bid Bond \$500	No bid security submitted	Cashiers Check \$500	Cashiers Check \$500	Bid Bond \$500	Cashiers Check \$500	Bid Bond \$500	Bid Bond \$500



Melbourne City Council
May 26, 2026
City Manager's Item Report

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

Subject:

Contract for Professional Engineering Services for the Facilities Condition Assessment and Master Plan, Kimley-Horn & Associates, Inc., Vero Beach, FL.

Background/Consideration:

The process to select a continuing consultant for the professional services for the Facilities Condition Assessment and Master Plan began on August 1, 2025 with a public advertisement requesting qualifications from interested professional consulting firms. On December 9, 2025, Council authorized the City Manager to negotiate Professional Engineering Services for Facilities Condition Assessment and Master Plan with Kimley-Horn & Associates of Vero Beach, Florida. Kimley-Horn was the selection committee's top choice to provide professional engineering services for the Facilities Condition Assessment and Master Plan.

As outlined in Exhibit A1, the scope of services includes identifying the existing condition of specified City-owned buildings and structures on an as-needed basis. The condition of each facility will be assessed based on observations of structural, mechanical, electrical, and plumbing components as requested by the City. The observations will be documented and utilized by the consultant to prepare an individual Facility Condition Assessment Report for each structure, to include opinions of probable costs for recommended repairs. The consultant will provide estimated repair, replacement or maintenance costs as they relate to structural, mechanical, electrical, and plumbing components of each building assessed. Other services include identifying and inventorying the accessibility of sites, including the condition of the driveways, parking lots, and sidewalks. The scope of services also provides for optional services, to include risk and resiliency assessments and research on grant opportunities. The City will utilize task orders as necessary.

The contract provides for a commencement date of May 26, 2026, subject to the effective date, and expires on May 25, 2029. The contract is renewable for up to two (2) additional two-year terms.

Fiscal/Budget Impact:

There is no fiscal impact at this time. Services to be provided for specific projects will be defined as task orders to the original contract. Approval of the task orders will follow purchasing thresholds as defined in City Code.

Requested Action:



Approval of the Continuing Contract for Professional Engineering Services for the Facilities Condition Assessment and Master Plan to Kimley-Horn & Associates, Inc., Vero Beach, FL.

AGREEMENT FOR PROFESSIONAL SERVICES
Facilities Condition Assessment and Master Plan

This **AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and **Kimley-Horn and Associates, Inc.**, a Foreign Profit corporation, whose mailing address is 445 24th Street Ste 200, Vero Beach, FL 32960 hereinafter referred to as the **CONSULTANT**.

CITY CONTACT:	CONSULTANT CONTACT:
Engineering Dept James Ennis, P.E. City Engineer City of Melbourne 900 East Strawbridge Ave Melbourne, FL 32901 Email:james.ennis@mlbfl.org P: 321-321-608-7300/F: 321-608-7319	Sheila Preble, P.E. Kimley-Horn and Associates, Inc. 445 24 th Street, Ste 200 Vero Beach, FL 32960 Sheila.preble@kimley-horn.com

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

- Exhibit A: Standard Terms and Conditions of Agreement for Professional Services (Std Version 10/22/2025)
 - Exhibit A1. Statement of Work
 - Exhibit A2. Standards
 - Exhibit A3. Additional Provisions for Continuing Contract
 - Exhibit A4. Negotiated Rates
 - Exhibit A5. Insurance Requirements
- Exhibit B: Supplemental Provisions
- Exhibit C: Federal Compliance Provisions
- Exhibit D: Negotiated Procurement
 - City's Solicitation for Professional Services (#RFQ-FACILITIES-0-2025/KB) dated August 1, 2025, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated October 10, 2025, but only to the extent responsive to CITY's Solicitation, as the case may be (the "Submittal")
 - Piggyback Provisions (Continuing Contract Only) with attached source contract between _____ and Consultant titled _____ (# _____) dated _____

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on **May 26, 2026** (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on **May 25, 2029** (the "Expiration Date") and is not renewable is renewable for up to 2 additional terms (each term consisting of 2 years), unless otherwise terminated.

CITY:

CITY OF MELBOURNE,
 a Florida municipal corporation

 Jenni Lamb, City Manager Date

ATTEST: _____
 Kevin McKeown, City Clerk

CONSULTANT:

KIMLEY-HORN & ASSOCIATES, INC.

a NC corporation

 Signature Date

Name: Kinan Husainy, P.E.

Title: Senior Associate

5/19/26

City Use Only	Commencement Date: _____ **
CCNA eligibility	** Note: But effective no earlier than last of the parties to execute
<input type="checkbox"/> Defined project (Study > \$35,000 or Project construction costs > \$325,000)	Expiration Date, subject to outstanding work orders: _____
<input checked="" type="checkbox"/> Continuing contract (study < \$500,000 and project construction costs < \$7,500,000)	Renewal: <input type="checkbox"/> No
Emergency purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes: <u> 2 </u> terms (each term consisting of <u> 2 </u> years)
	Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. DEFINITIONS

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONSULTANT 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. "Task Order" is CITY's document setting forth specific Services to be rendered and Notice to Proceed information.
- D. "Notice to Proceed" means CITY's authorization for CONSULTANT to provide the Services defined in accordance with the CITY's Task Order sent to CONSULTANT.
- E. "Service(s)" means the work which CONSULTANT is to perform for CITY as set forth in Exhibit A1 in compliance with the Standards of Exhibit A2.
- F. "Expiration Date" is defined as set forth on the first page of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall begin on the Effective Date, and continue to the Expiration Date, subject to Exhibit A3 as applicable. The Effective Date of this Agreement shall be the date of the last of the parties to sign, unless otherwise stated. If this Agreement is renewable, it shall only be renewed at CITY's sole discretion.

3. RATES AND CHARGES

- A. Rates and charges set forth on Exhibit A4 shall remain fixed for the duration of this Agreement except as provided herein.
- B. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONSULTANT shall be stated separately on CONSULTANT's invoice and borne by CONSULTANT. In the event that CITY is prohibited by law from remitting payments to the CONSULTANT 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 CONSULTANT. CITY shall not reimburse CONSULTANT for the amount of such taxes withheld.
- C. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONSULTANT.
- D. 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.
- E. CITY reserves the right to have CONSULTANT's records inspected and audited to ensure compliance with this Agreement. At CITY's option or upon CONSULTANT's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONSULTANT is found to not be complying with this Agreement in any way, CONSULTANT 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 CONSULTANT's failures to abide by the obligations of this Agreement shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for Services as specified in this Agreement shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). CITY will not pre-pay for Services not yet performed; CONSULTANT shall not submit an

invoice for services not yet performed. The proper invoice shall be submitted on a form provided by the CITY and available on the CITY's website, which form must be completed to identify the project, Task Order, description of Services provided, dates of Services provided, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONSULTANT must render proper invoice to the City of Melbourne, Engineering Dept via email to Engineering@MLBFL.org, unless otherwise directed to deliver an original invoice to City Engineering, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

- B. CONSULTANT shall be responsible for and hold the CITY harmless for any and all payments to CONSULTANT's vendors or subcontractors utilized in the performance of the Services.
- C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *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 Agreement.
- E. No payments shall be made in advance of acceptance of services not covered under this Agreement nor for Services not acceptable to CITY.
- F. CONSULTANT 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.
- G. 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 Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONSULTANT on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

6. NON-EXCLUSIVITY

The right to provide the Services, which will be granted under this Agreement, shall not be exclusive. The CITY reserves the right to obtain any Services from another provider when it is in the best interest of CITY, subject to the requirements of §287.055, Fla. Stat.

7. TERMINATION

- A. CITY may terminate this Agreement or any Task Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONSULTANT.
- B. CITY may terminate this Agreement upon written notice to CONSULTANT in the event CONSULTANT defaults on any of the terms and conditions of this Agreement 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 Agreement, without providing CONSULTANT with notice of default or an opportunity to cure, if CITY determines that CONSULTANT has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONSULTANT but without an opportunity to cure if CITY determines CONSULTANT knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONSULTANT's submittal or this Agreement, 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 CONSULTANT 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, CONSULTANT 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 Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.
- 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 CONSULTANT but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONSULTANT'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 CONSULTANT's work in process and audit all relevant documents prior to paying CONSULTANT's invoice.
- I. There shall be no charges for termination of task orders for Services. Notwithstanding anything to the contrary, CONSULTANT shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONSULTANT's suppliers or subcontractors after CONSULTANT receives the notice, nor for any costs CONSULTANT could reasonably have avoided.
- J. Notwithstanding anything else in this Agreement, failure to meet the performance date(s) in this Agreement shall be considered a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control to include acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONSULTANT shall immediately notify CITY in writing (within 72 hours of the event) and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Task Order at no cost to CITY.

9. SCHEDULING AND ORDERS

- A. CONSULTANT 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 Agreement until such Services are specified in an issued Task Order.
- D. CONSULTANT, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

10. DESIGN PROFESSIONAL STANDARDS

- A. In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- B. CONSULTANT shall meet the descriptions and specifications provided on Exhibit A1 and the Standards stated in Exhibit A2. CONSULTANT shall use due care in performing its services and shall have due regard for acceptable professional standards and principals.
- C. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONSULTANT'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 CONSULTANT's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications, whether provided by CITY or furnished with the Item, may be returned to CONSULTANT at CONSULTANT's risk and expense and, at CITY's request, shall immediately be corrected or replaced.
- D. To the extent Items are provided by CONSULTANT, CONSULTANT represents that:
 - (i) Items will not infringe on intellectual property rights;
 - (ii) CONSULTANT has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances; and
 - (iii) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONSULTANT, and to any other agreed-to specifications.

11. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, CONSULTANT 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, CONSULTANT will be solely responsible for determining the means and methods for performing the required Services. CONSULTANT shall have complete charge and responsibility for personnel employed by CONSULTANT; however, the CITY reserves the right to instruct CONSULTANT to remove from the CITY's premises immediately any of CONSULTANT's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONSULTANT's obligation to provide Services under this Agreement.

12. SECURITY

CONSULTANT confirms that employees of CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT's expense; and (v) be shipped to CITY promptly on demand.
- B. CONSULTANT shall insure CITY's personal property and be liable for loss or damage while in CONSULTANT's possession or control, ordinary wear and tear excepted.

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONSULTANT hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONSULTANT arising out of or utilized by the CONSULTANT in the performance of this Agreement 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 CONSULTANT waives all rights of attribution and integrity for specific works created by CONSULTANT under this Agreement.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT's Services. If an injunction issues as a result of any such claim or action, CONSULTANT agrees at CONSULTANT'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 CONSULTANT or for any Item destroyed and for Services connected therewith.

16. DESIGN PROFESSIONAL INDEMNIFICATION

In relation to this Agreement, CONSULTANT represents that it is a design professional as defined by §725.08, Fla. Stat. CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. 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. The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the CITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

17. COMPLIANCE WITH LAWS

- A. CONSULTANT 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 Agreement. Lack of knowledge by CONSULTANT 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 CONSULTANT's personnel providing Services to the CITY.
- B. CONSULTANT represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONSULTANT 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, CONSULTANT shall provide documentation thereof, including but not limited to copies of CONSULTANT's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONSULTANT'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). CONSULTANT shall establish appropriate procedures and controls so no services or products under this Agreement will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

CONSULTANT 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 Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095, Fla. Stat.

- E. Public Entity Crimes Statement. CONSULTANT 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 submittal for a period of thirty-six (36) months. CONSULTANT acknowledges the continuous duty to disclose to the CITY if CONSULTANT or any of its affiliates are placed on the convicted vendor list.
- F. CONSULTANT shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies or Other Entities. Subject to *Odebrecht Construction, Inc., v. Prasad and Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, VENDOR certifies that it (a) if the contract is more than \$100,000, has not been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that VENDOR has falsely certified facts under this sub-paragraph or if VENDOR is found to have been placed on the Scrutinized Companies or Other Entities Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat. Foreign Gifts and Contracts. CONSULTANT must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- H. Foreign Country of Concern. CONSULTANT 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.
- I. 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 Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- J. CONSULTANT 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. CONSULTANT will perform only those Services identified on Exhibit A1 and, to the extent located on City premises, will work only in areas designated for such Services. CONSULTANT 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.
- K. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

- A. CONSULTANT understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONSULTANT 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 CONSULTANT for the Services and Items provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Agreement for Services must be made directly to the CITY and CONSULTANT shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONSULTANT is "acting on behalf of the CITY" CONSULTANT shall be subject to the following provisions:
 - (i) As required by §119.0701, Fla. Stat., CONSULTANT 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 this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
 - (4) Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the Service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT 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 CONSULTANT who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Agreement by CONSULTANT. In the event of such breach, in addition to all other remedies available, CONSULTANT 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 CONSULTANT 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 CONSULTANT.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Agreement contains the entire understanding between the CITY and CONSULTANT 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 CONSULTANT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. In the event of any conflict between or among this Agreement or any ambiguity or missing specifications or instruction, the following priority is established:
 - First, the "Supplemental Provisions" set forth as Exhibit B to this Agreement;
 - Second, the "Federal Provisions" set forth as Exhibit C to this Agreement;
 - Third, these "Standard Terms and Conditions of Agreement for Professional Services" incorporated by reference into this Agreement, including exhibits.
 - Fourth, CITY's Solicitation, with supporting addenda and CONSULTANT's Submittal but only to the extent responsive to CITY's Solicitation, collectively incorporated by reference into this Agreement.
 - Fifth, the "Piggyback Provisions" set forth as Exhibit D to this Agreement, including underlying source contract attached thereto
- C. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- D. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- E. If any provision of this Agreement 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 Agreement to fail in any of its essential purposes.
- F. Notwithstanding anything else contained in this Agreement, CITY and CONSULTANT specifically agree that failure to perform certain obligations undertaken in connection with this Agreement would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONSULTANT's failure to complete performance of the Services called for in this Agreement or on any project ordered under this Agreement, 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 Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT: SUBCONTRACTORS

CONSULTANT may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the CITY. CITY may cancel this Agreement for cause should CONSULTANT attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by CONSULTANT and CITY and subject to with the same degree of formality evidenced in this Agreement. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any

subcontractor of CONSULTANT. CONSULTANT will be fully responsible to CITY for the acts and omissions of the CONSULTANT'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 agrees to CONSULTANT extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of CONSULTANT.

23. APPLICABLE LAW

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

24. HEADINGS

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

25. SURVIVAL

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (Design Professional 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 (Statement of Services), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Agreement.

26. TIME

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

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

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

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EXHIBIT A1

STATEMENT OF SERVICES

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CONSULTANT shall perform all work and provide all Services (and Items incidental thereto) set forth herein in compliance with the Standards of Exhibit A2. The plans, reports and recommendations of the Consultant will be reviewed by the City for conformity with City standards and agreement terms. However, review by the City does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

CONSULTANT shall provide professional services as more particularly described as follows:

The following will be provided as-needed:

- a. Identify and inventory all City-owned facilities;
 - b. Evaluate and document the condition of major building systems (envelope and equipment, ie: architectural, civil, structural, mechanical, plumbing, electrical, roofing, fencing, accessibility and fire protection);
 - c. Identify and inventory ADA-accessibility within the project site;
 - d. Assess the age and condition of each facility;
 - e. Determine approximate remaining economic service life;
 - f. Recommend repairs versus replacements;
 - g. Prioritize recommendations based on severity of conditions, i.e. life-safety/hazardous conditions as a top priority; and
 - h. Develop budgetary cost estimates for repairs, replacements, and alternatives for the expected remaining lifespan for each of the elements.
2. Inventory and assessment of the following items:
- a. building structure, including foundation, framing and roof structure
 - b. building envelope, including all exterior materials, doors, windows and roofs
 - c. building interior, including all architectural components (floors, walls, ceilings, etc.) and finishes
 - d. mechanical systems, including boilers, pipes, ducts, controls, storage tanks and related equipment
 - e. plumbing systems, including pipes, valves, fixtures, pump stations, etc.
 - f. electrical systems, including services, wiring, fire alarm, transformers and fixtures
 - g. fire suppression system
 - h. emergency power, generators and telecommunications
 - i. presence of hazardous materials
 - j. security and access, including condition of fencing and gate systems
 - k. elevators
 - l. site work
 - m. other Infrastructure, including condition of driveways, parking lots, sidewalks and features for ADA-accessibility within the site
3. Data collected on equipment should include at a minimum and where applicable:
- a. facility/system/component name
 - b. address and/or general location
 - c. manufacturer
 - d. model
 - e. serial number
 - f. capacities
 - g. horsepower/voltage
 - h. age / date placed in service
 - i. inventory tag number
 - j. information related to maintenance log or cadence of routine maintenance
 - k. historical data on repairs previously made
 - l. estimated remaining useful life

4. For each deficient condition identified, a corrective action and estimate of probable repair versus replacement costs shall be developed, to include:
 - a. rough order of magnitude estimate or probable repair versus replacement cost given in current dollars with adjustment for inflation rate;
 - b. repair/maintenance costs for defects shall be evaluated by responsible entity designated as "Maintenance" (for repairs to be performed by Maintenance without the need for a special project) and "CIP" (for repairs that should be performed outside of routine maintenance and as a part of a capital improvement project); and
 - c. estimated costs shall be broken down by the recommended year in which defect repair should be performed. Cost estimates shall include design, construction and construction management costs.
5. For the collective inventory for facilities, accessibility features such as driveways and internal sidewalks, provide a detailed report and recommend a funding schedule based on the initial facility assessment.
6. Provide data in the City's specified format.

EXHIBIT A- SCOPE OF WORK
CITY OF MELBOURNE
FACILITY CONDITION ASSESSMENTS

The CITY has selected the CONSULTANT to perform the professional services set forth herein as Exhibit A (Scope of Work). The professional services will be performed by the CONSULTANT in accordance with the Rate Schedule set forth in Exhibit B.

PROJECT UNDERSTANDING

The City of Melbourne is interested in conducting facility condition assessments (“FCA’s”) of the CITY owned building infrastructure on an as needed basis. The CITY will identify those buildings which require facility condition assessments as well as identify which components and systems of the buildings are to be included in the assessment on an as-needed basis. Facility condition assessments may include any or all or the following components at each respective property identified for assessment: Structural, Roof, Exterior ADA, Electrical, Plumbing and HVAC.

CONSULTANT will conduct observations of each building and building components and systems identified by the City and these observations will then be documented and utilized to prepare individual Facility Condition Assessment Reports for each structure, to include opinions of probable cost for recommended repairs.

Furthermore, The CITY would like to engage CONSULTANT to perform a resiliency assessment as well as aid in identification of potential sources for grants that may be available for funding the construction of repairs.

SPECIFIC SCOPE OF SERVICES

TASK 1 - FACILITY CONDITION ASSESSMENTS

TASK 1.1 PROJECT INTAKE

The CONSULTANT shall provide project intake and coordination services to support the execution of the Facility Condition Assessments. Under this task the CONSULTANT will conduct a virtual project kick-off meeting with the CITY to confirm project objectives, identify roles and responsibilities and indicate communication and reporting protocols.

This task will also include development of an overall project schedule to include Site Visits for the building, issuance of the Report, time for CITY review comment periods and a Review Meeting with the CITY.

Under this task CONSULTANT will coordinate with CITY to obtain existing as-builts for the structures. It is assumed these files will be provided digitally, sorted manner, with individual folders with the building address.

TASK 1.2 SITE VISIT(S)

1.2.1 Structural

As part of this task, CONSULTANT shall review readily available relevant existing as-built plans, photos and permits related to the Property provided by the CITY prior to site visit.

CONSULTANT will perform baseline Structural Facility Condition Assessments (“FCA”) of the building or buildings identified by the City. The purpose of the FCA is to observe and report, to the extent feasible, on the physical condition of the readily accessible structural components of the subject Property.

The following systems and building elements, where readily accessible, will be reviewed for conspicuous deficiencies or material deferred maintenance. These systems are limited to those maintained by the CITY:

- a) Building Exterior Envelope (limited to what can be observed from the ground, no scaffolding or other lifts will be utilized to observe the exterior envelope)
- b) Doors and Windows
- c) Floor Framing
- d) Load bearing walls
- e) Columns and Beams
- f) Slabs/Pillars
- g) Roof Covering
- h) Roof Framing (where accessible)
- i) Visible Joints
- j) Staircases (interior and exterior)
- k) Exterior ADA access, sidewalks, driveways, and parking

Only representative observations of systems and components will be surveyed. The concept of the representative observations extends to conditions, areas, equipment, components, systems, building, etc., to the extent that they are similar and representative of one another.

CONSULTANT will perform a site visit to the subject property to document the items listed above. The structural site investigation will be performed by a team of at least two (2) engineers. The CITY shall be responsible for providing and coordinating access throughout the property, including ladders and access to the roof, if needed

On buildings identified by the CONSULTANT a drone, operated by a licensed FAA Part 107 remote pilot, will be utilized to capture aerial photographs of the subject Property's roof.

1.2.2 MEP Site Visit - Combined

As part of this task, CONSULTANT shall review readily available relevant existing as-built plans, photos and permits related to the Property provided by the CITY prior to site visit.

CONSULTANT will perform baseline Mechanical Electrical and Plumbing (MEP) Facility Condition Assessments (“FCA”) of each building identified by the CITY. The purpose of the FCA is to observe and report, to the extent feasible, on the physical condition of the MEP components of the subject Property.

The following systems and building elements will be reviewed for conspicuous deficiencies or material deferred maintenance. These systems are limited to those maintained by the CITY:

- a) HVAC Systems
- b) Electrical Systems and Components,
- c) Plumbing Domestic Water Components
- d) Sanitary Drain and Storm Drain Components

- e) Building Automation Systems (if applicable)
- f) Fire Suppression Systems

Only representative observations of systems and components will be surveyed. The concept of the representative observations extends to conditions, areas, equipment, components, systems, building, etc., to the extent that they are similar and representative of one another. Combined MEP site visit pertains to more than one of the noted disciplines are to be assessed at these sites.

1.2.3 Electrical Systems Site Visit

As part of this task, CONSULTANT shall review readily available relevant existing as-built plans, photos and permits related to the Property provided by the CITY prior to site visit.

CONSULTANT will perform baseline Electrical Facility Condition Assessments (“FCA”) of each building identified by the City to require only Electrical assessment (omitting mechanical and plumbing components). The purpose of the FCA is to observe and report, to the extent feasible, on the physical condition of the Electrical components of the subject Property.

The following systems and building elements will be reviewed for conspicuous deficiencies or material deferred maintenance. These systems are limited to those maintained by the CITY:

- a) Electrical Systems and Components,

Only representative observations of systems and components will be surveyed. The concept of the representative observations extends to conditions, areas, equipment, components, systems, building, etc., to the extent that they are similar and representative of one another.

TASK 1.3 FACILITY CONDITION REPORT(S)

The result of the FCA will be presented in a single Facility Condition Report (“FCR”). The report will include descriptions of systems and components and their general condition, identification of deficiencies, and recommendations for repair or additional investigation of system and components reviewed. The report will be accompanied by annotated photographs and sketches, as needed, to document the condition of the structure. Where appropriate, recommendations may be provided for retrofitting or repairing the building to restore or increase the structural capacity of certain components of the building.

For each material physical deficiency CONSULTANT will provide an opinion of probable cost for maintenance/repair as a supplement to or a table within the Report. Separately, Kimley-Horn will utilize RSmeans Data Construction Cost Estimating Software to develop facility replacement costs on a square foot basis. All costs provided will be in “today’s dollars” and will not account for inflation or consider potential future market labor rate, availability or supply chain trends. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor’s methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided will be based on the information known to CONSULTANT at that time and represent only CONSULTANT’s judgment as a design professional. CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction/repair costs will not vary from its opinions of probable costs.

Upon submittal of the FCRs, CONSULTANT will attend one (1) teleconference with the CITY to review the report and findings and discuss which repairs, if any, require immediate attention.

TASK 1.4 PROJECT MANAGEMENT

Under this task, the CONSULTANT will host progress meetings to update the CITY on the progress of the project(s). It is assumed that meetings will be virtual. The CONSULTANT will prepare an agenda and meeting minutes for each progress meeting. Representatives from both Structural and MEP disciplines will attend the meeting, as needed. Under this task, the consultant will also maintain the schedule, coordinate with CITY staff for individual site visits to facilitate access, and track and maintain a tracking log which will identify the status or progress of any facility as identified by the CITY.

TASK 2 - RISK & RESILIENCY [OPTIONAL]

TASK 2.1 DATA COLLECTION AND REVIEW

Description: The CONSULTANT will review the data provided by the CITY and will conduct a review to determine the quality of the data for use in the analysis and if additional datasets will be required.

CITY to provide (if available):

- Latest GIS files including shapefiles of the CITY's boundary.
 - GIS inventory of CITY assets as building footprints (polygons) and/or.,
 - Brevard County building footprints
- 2019 Digital Elevation Model for Brevard County
- FEMA 100-Year and 500-Year Floodplains used in the Vulnerability Assessment
- Storm Surge Coastal High Hazard Areas (CHHA's) used in the Vulnerability Assessment
 - Tropical Storm, Category 1, Category 2, Category 3, Category 4, and Category 5
- NOAA 2040, 2060 and 2080 Extreme Sea Level Rise (SLR) Projections

Deliverable(s): The CONSULTANT will provide the following: 1) a technical memorandum to outline the data compiled and findings of the gap analysis;

TASK 2.2 EXPOSURE ANALYSIS

Description: The CONSULTANT will perform an exposure analysis to identify the depth of water caused by each rainfall, sea level rise, and storm surge scenario analyzed in the Vulnerability Assessment (11 scenarios total). Floodplains will be used as-is from the May 2021 Vulnerability Assessment; floodplains for these events will not be regenerated for the purposes of this assessment. The CONSULTANT will use the asset footprints provided by the CITY as-is to conduct the exposure analysis. If no asset footprints are provided, the CONSULTANT will define footprints in GIS using the asset coordinates, aerial imagery, and Digital Elevation Model (DEM) provided in Task 2.1.

Deliverable(s): The CONSULTANT will provide the following: 1) a draft technical memorandum that provides details on the exposure analysis methodology and results, modeling process (for

compound scenarios), and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

TASK 2.3 SENSITIVITY ANALYSIS

Description: The CONSULTANT will perform a sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets established in Task 2.1. The sensitivity analysis will include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and/or number of critical assets affected.

Deliverables(s): The CONSULTANT will provide the following: 1) a final technical report that provides details of the findings of the exposure analysis, the sensitivity analysis, and includes visual presentation of the data via exposure maps and paired-asset-threat matrices showing the sensitivity results; and 2) an initial list of critical assets that are impacted by flooding.

TASK 4 – FUNDING RESEARCH & MATRIX OF FUNDING OPPORTUNITIES [OPTIONAL]

CONSULTANT will identify and document funding opportunities for the portfolio of buildings listed in Exhibit C and prepare a Matrix of Funding Opportunities (“Matrix”) of potential funding pursuits that would assist in offsetting the cost of projects geared towards the *construction costs related to maintenance, repair, hardening, restoration or resiliency of the CITYs Building Infrastructure*. The Matrix will provide information such as the name of the funding source; description of possible use of the funds; grant or loan; specific terms/conditions; next deadline for submittal. The CONSULTANT will attend one (1) virtual meeting to review the Matrix with the CITY and determine next steps.

This task does not include the preparation of any grant, loan, or third-party funding applications. If the CITY elects to move forward in pursuit of grant funding opportunities, the CONSULTANT can assist with the application process under a separate authorization(s).

Information provided by CITY

The CITY shall provide the AS BUILT documents for all facilities to allow for CONSULTANT to review existing conditions prior to visiting the site. The CITY shall also provide all previous Test and Balance reports, commissioning reports and/or maintenance reports to Kimely Horn for review.

We shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY’s consultants or representatives. The CITY shall provide all information requested by the CONSULTANT during the project, including but not limited to the following:

- Access to all Buildings during normal working hours
- Escort to all Buildings during normal working hours
- Access to CITY maintenance staff
- Any previous as-built plans or studies

EXHIBIT A2

STANDARDS

In addition to those requirements set forth in the Statement of Services attached and incorporated as Exhibit A1 to the Agreement, all Services (and Items incidental thereto) and work provided by the CONSULTANT shall conform to state and federal law, City of Melbourne Code of Ordinances, as well as City standards and other standards set forth below:

- **Florida Building Code**
- **Florida Department of Environmental Protection**
- **Florida Fire Prevention Code**

Modification of Standards. The standards requirements set forth above may be modified to an updated standard at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City Engineer is authorized to modify the standards requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

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EXHIBIT A3

**ADDITIONAL PROVISIONS
FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(CCNA)**

This Agreement is a continuing contract for professional services.

- A. Pursuant to §287.055, Florida Statutes, professional services under this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- B. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Task Orders issued and executed by the CITY and signed by the CONSULTANT. Required services will be specifically enumerated, described and depicted in the Task Orders authorizing performance of the specific project, task or study. A sample Task Order is attached hereto as Attachment A3-a and available on the CITY's website, which form may change from time to time at the sole discretion of the CITY. Each Task Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for the CITY during the term of this Agreement. The City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so, subject to §287.055, Florida Statutes.
- C. Each individual Task Order in excess of \$100,000 will require City Council approval in accordance with City Code. City Council approval will not be required for an individual Task Order if the amount of the individual Task Order is within delegated spending approvals of the City Engineer or the City Manager, as the case may be, or as otherwise delegated by City Code.
- D. Expiration of this Agreement will have no effect upon Task Orders issued pursuant to this Agreement and prior to the expiration date. All terms and conditions of this Agreement shall survive the Expiration Date for the limited use of such previously-issued Task Orders for the purpose of completion of the work on the Task Order. Obligations of both parties under such Task Orders will remain in effect until completion of the work authorized by the respective Task Order, unless otherwise terminated pursuant to the terms of this Agreement.

Attachment A3-a. Sample Task Order

TASK ORDER NO. xx

PROJECT NO. xx
CITY PROJECT NO. xx

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
Kimley-Horn and Associates, Inc.

This Task Order made and entered into this ____ day of _____, 2026 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **Facilities Condition Assessment and Master Plan**, dated April 28, 2026 by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and Kimley-Horn and Associates, Inc., of Vero Beach, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for _____, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

Whereas, the CITY and the ENGINEERS have completed successful negotiations for said PROFESSIONAL CONSULTING SERVICES- **Facilities Condition Assessment and Master Plan** as defined in the SCOPE OF SERVICES.

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

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

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed \$_____without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES-_____. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **Facilities Condition Assessment and Master Plan**.

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

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of _____, 2025.

Approved by City Engineer as to content:

James Ennis, P.E., City Engineer

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

Jenni Lamb, P.E. City Manager

Attest:

Kevin McKeown, City Clerk

CONSULTANT

FIRM SIGNATORY

EXHIBIT A4

NEGOTIATED RATES

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

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Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate	Equivalent Classification Title Examples
Expert Witness	\$400 - \$430	Expert Witness
Analyst I	\$145 - \$175	Unlicensed college graduate – entry level: Engineering Tech., Environmental Tech., Planner
Analyst II	\$185 - \$220	Experienced Planner, Landscape Planner, Environmental Specialist, Certified Engineer Intern
Professional	\$215 - \$250	Min. four years exp., Planner, Environ. Scientist, Professional Engineer, Prof. Landscape Architect
Senior Professional I	\$265 - \$345	Min. seven years experience, Project Engineer, Senior Planner, Senior Environmental Scientist, Project Manager
Senior Professional II	\$360 - \$430	Min. eighteen years experience, Project Principal, Senior Project Manager, Chief Engineer, Quality Control Officer, Senior Engineer, Senior Planner, Senior Environmental Scientist
Senior Technical Support	\$130 - \$310	Senior Designer, Senior CADD Operator, GIS Technician
Technical Support	\$105 - \$180	Designer, CADD Operator, Design Intern
Support Staff	\$95 - \$160	Administrative, Clerical, Secretary

Effective through June 30, 2027

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

EXHIBIT A5

INSURANCE REQUIREMENTS

A. **Insurance Coverage.** The CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property or other loss which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the total contract amount and no additional charge shall be added for insurance coverage. Neither the CONSULTANT nor its agents, representatives, employees and subcontractors shall commence work under this contract until all insurance required hereunder is obtained and approved by the CITY.

Required insurance is indicated below (Mark required insurance coverage with an "X")

Workers Compensation & Employer's Liability Insurance
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H 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. In the event CONSULTANT provides services from another state, the workers compensation requirement shall be amended to require the CONSULTANT to maintain worker's compensation and employer's liability insurance as required by the states where the work is performed.

Professional Liability Insurance /Errors and Omissions Insurance
The Consultant shall maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the Consultant, its agents, servants, employees and subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

The Consultant shall require each subcontractor providing professional services to maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the subcontractor, its agents, servants, employees and sub-subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

Business Automobile Liability Insurance.
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event CONSULTANT or subcontractor, as the case may be, does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT or its subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.

Commercial General Liability Insurance.
The CONSULTANT shall maintain in force for the duration of the contracted period Commercial General Liability Insurance which must include coverage for acts and omissions of the CONSULTANT as well as its agents, servants, employees and subcontractors, with a limit of not less than \$1,000,000 per occurrence/aggregate and a

deductible amount of not more than \$100,000 per claim. The policy shall be written on an occurrence basis, not claims made.

The CONSULTANT shall require each of its subcontractor to procure and maintain during the life of any subcontract Subcontractor's Public Liability and Property Damage Insurance coverage in amounts satisfactory to the CONSULTANT for the CONSULTANT's own protection.

_____ Other insurance: _____

B. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the City and are subject to the acceptance and approval of the CITY, in its sole discretion.

C **Primary Insurance.** The insurance coverage required hereunder shall be primary insurance as respects the CITY. Any insurance or self-insurance maintained by the CITY shall be in excess of the CONSULTANT's insurance and shall not contribute with it. Nothing in this Agreement shall be read to waive sovereign immunity of the CITY.

D. **Notice of Termination; Acceptability of Insurers; Verification of Coverage.** Each insurance policy required hereunder shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. All insurers shall be authorized to do business in Florida and shall have an A.M. Best rating of A (or better), Class VII (or higher) or otherwise be acceptable to the City if not rated by A.M. Best or if work is being performed in another state. The CONSULTANT shall file with the City Engineer and shall keep in full force and effect at all times during the term of this Agreement a certificate of insurance and original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the CITY as an additional insured including a waiver of subrogation specification evidencing general liability, auto liability and worker's compensation coverage. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Professional Services.** This Agreement is awarded pursuant to the Consultants' Competitive Negotiation Act (§287.055, F.S.) to include the following professional services (mark all that apply):

- Engineering
- Architect
- Landscape Architect
- Land Surveyor

2. **Negotiated Procurement. (Mark applicable provision)**

- This Agreement is awarded based on CONSULTANT's Submittal responding to CITY's Solicitation for professional services. CONSULTANT represents and warrants that all information and representations contained in the Submittal are truthful to the best of CONSULTANT's knowledge and belief and CONSULTANT hereby restates and affirms all representations contained in the Submittal. The Solicitation and the Submittal are incorporated into this Agreement by reference. The Solicitation and the Submittal are on file with the City's Engineering Department.
- This Agreement is awarded based on that certain contract previously bid between _____ and _____ dated _____, attached to this Agreement as an attachment of Exhibit D. The parties agree that the award is limited by the provisions of the Consultants' Competitive Negotiation Act (§287.055, F.S.) such that the professional services under the contract previously bid and this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- This Agreement is awarded based on an exemption from negotiated procurement as indicated: _____ [explain exemption]

3. **Performance Bonds.**

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

4. **Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Agreement and changes in address/addressee shall be directed to the City Contact as identified on the cover page of this Agreement. Notice and communication with the City regarding the Services shall be directed to the City Engineering Department Contact as identified on the cover page of this Agreement. Inquiries regarding payment to CITY shall be directed to City of Melbourne, City Engineering Department, Attn: City Engineer, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONSULTANT shall be directed to the CONSULTANT Contact as identified on the cover page of this Agreement.
- C. Notice of default or notice of termination of this Agreement 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

City Engineer
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONSULTANT:

Kimley-Horn and Associates, Inc.
445 24th Street, Ste 200
Vero Beach, FL 32960
Sheila.preble@kimley-horn.com

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.

5. **Other Provisions**

Exhibit A.3.A- is replaced in its entirety by: Rates and charges set forth on Exhibit A4 may be considered for escalation once annually upon the anniversary of the contract execution. Rate changes shall be reviewed by the City Engineer and submitted for approval by City Council as an amendment to the contract. Review of proposed rates and charges is not a guarantee of acceptance. If approval cannot be achieved, issuance of future task orders will cease, and the contract will be terminated after all outstanding work is complete.

Exhibit A.10.A- In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities during the same time period "Standard of Care". CONSULTANT's Standard of Care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

**PURSUANT TO §558.0035, FLORIDA STATUTES, AN
INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

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Melbourne City Council
May 26, 2026
City Manager's Item Report

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

Subject:

Professional Services Contract for Stormwater Conveyance Inventory and Evaluation with RES Florida Consulting, LLC

Background/Consideration:

On April 27, 2021, Council awarded a professional continuing contract Stormwater Conveyance Inventory and Evaluation with RES Florida Consulting, LLC, formerly known as E Sciences, Inc. (RES) of Orlando, Florida. The term of the contract is five years with the option of two two-year renewals. This is a request for a two-year contract renewal. The Stormwater Conveyance Inventory and Evaluation services contract include: locating and inventorying all City of Melbourne stormwater drainage pipes, inlets, outfalls and ponds, providing an ESRI ArcGIS geodatabase containing all collected stormwater infrastructure linked to digital photos of all collected data and final report providing a graded evaluation of the conditions of the stormwater infrastructure; and priority of projects to replace failing infrastructure.

Factors to consider when extending the term of the contract should include the performance of the consultant during the initial contract period, the City's satisfaction with the work, and the number of anticipated capital projects. Eight (8) task orders totaling \$1,314,676 were issued to RES during the initial five years. Under the current contract, RES has demonstrated a thorough and detail-oriented approach to the engineering services provided to the City. Given RES's satisfactory performance and the City's current projects (upcoming or underway), a two-year renewal period is warranted.

Additionally, RES is not requesting any adjustment to the existing rates under the contract so those will remain unchanged.

Fiscal/Budget Impact:

There are no fiscal impacts at this time.

Requested Action:

Recommend approval of a two-year extension to the continuing contract for professional consulting services with RES Florida Consulting, LLC formerly known as E Sciences, Inc.



City of Melbourne
RENEWAL OF CONTRACT

Continuing Contract for Professional Consulting Services
Stormwater Conveyance Inventory and Evaluation

This amendment to the contract for continuing contract for Professional Consulting Services is made and entered into as of ____ day of _____, 2026, by and between the City of Melbourne and RES Florida Consulting, LLC, formerly known as E Sciences, Inc. of Orlando, FL.

The Contract was entered into on June 30, 2021 with a term of 5 years with an option to renew for two additional twenty-four-month periods, up to a cumulative total of sixty (108) months. The Contract is hereby executed with the contract prices and terms of the original contract for another twenty-four (24) month term, at the commencing on June 30, 2026 and terminating on June 29, 2028.

The parties hereto duly execute this amendment to become effective as of June 30, 2026.

RES Florida Consulting, LLC, formerly known as E Sciences, Inc.

City of Melbourne, Florida
900 East Strawbridge Avenue
Melbourne, Florida 32901

34 E Pine Street
Orlando, FL 32801

Jenni Lamb, City Manager

By: Justin Freedman, GM
Name/Title

Signature

Date

Signature

Date

5/15/2026

**CONTINUING CONTRACT
FOR
PROFESSIONAL CONSULTING SERVICES**

This Agreement, made and entered into this _____ day of JUN 30 2021, 2021, by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the "CITY," and E Sciences, Incorporated of Orlando, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the "E SCIENCES".

WITNESSETH THAT

Whereas, the CITY owns and operates a municipal storm drainage system and stormwater treatment systems, which serve the CITY OF MELBOURNE, FLORIDA, and

Whereas, the CITY contemplates the need for inventorying and providing a condition index of the above-named systems and facilities, and

Whereas, the CITY desires to retain engineers and surveyors for various phases of professional consulting services for the inventorying and providing a condition index of the municipal storm drainage and stormwater treatment systems which the CITY may designate and as the parties hereto may determine by mutual agreement, and

Whereas, the CITY and E SCIENCES have completed successful negotiations for Professional Consulting Services, conforming to the requirements of the State of Florida Consultants' Competitive Negotiation Act.

Now therefore, in consideration of the mutuality of the covenants and agreements hereinafter contained, the parties hereto, for themselves and their respective successors, personal representatives and assigns, do mutually covenant and agree with each other as follows:

The CITY hereby employs E SCIENCES, as Professional Consultant, for work associated with the collection and evaluation of CITY'S existing stormwater conveyance system which the CITY may designate and as the parties hereto may determine by mutual agreement.

Professional Consulting Services provided under this Agreement include those services within the scope of practice of professional engineering services associated with inventorying and assessment of the existing stormwater conveyance system. Said services may be provided for projects in which construction costs do not exceed those limits set forth in Florida Statute, or for study activity when the fees for such professional services do not exceed those limits set forth in Florida Statute, or for work of a specified nature as may be outlined in a Task Order to this Contract.

The professional services for each authorization under this Agreement shall be performed on the basis of a special negotiation, which will become a task order to this Agreement and shall describe the scope of the work involved, the amount and method of compensation, time to complete, and any other appropriate special provisions or conditions necessary for the project proposed.

ARTICLE 1: CONTINUING PROFESSIONAL CONSULTATION

- A. E SCIENCES shall provide professional consulting services for the CITY in all disciplines to which this Agreement applies as hereinafter provided. These services shall include serving as the CITY's professional engineering services representative for the project, providing professional engineering consultation and advice, and by itself or with subconsultants furnishing customary civil, geotechnical, stormwater, surveying services, as may be appropriate. E SCIENCES shall perform any and all Project Services in a timely, efficient and cost-effective manner and in accordance with the generally accepted standards of its profession.
- B. The CITY shall, from time to time at its sole discretion, authorize E SCIENCES in writing to provide services by means of a Task Order under the terms of this Agreement. A Task Order shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation, (4) the provisions of Articles 2, 3, and 4 of this Agreement which are applicable, and (5) the deliverables, if any (which are the items to be provided to the CITY as a result of the services).

ARTICLE 2: GIS DATABASE DEVELOPMENT

The build out of the GIS database is critical to the long-term success of the inventory. The main focus will be to develop the attribute tables for the identified feature classes, reports, and overall data model to ensure that stormwater data collected by E SCIENCES is accurate, valid, and consistent.

The services may include but are not limited to the following tasks:

- Phase I
 - Obtain and evaluate existing GIS data and applications
 - Identify existing and or needed support tools
 - Identify internal and external users
- Phase II
 - Perform requirements analyses with internal and external users
 - Develop functionality matrix
 - Develop attribute tables for identified feature classes
 - Database model development
- Phase III
 - Extract, transform, and load data into new data model
 - Application development and deployment to test environment
 - Provision user access and permissions

- Phase IV
 - User training and testing of applications in test environment
 - Issue and conflict resolution
- Phase V
 - Review final functionality matrix
 - Migrate applications to production environment
- Phase VI
 - Provide technical support to end users

ARTICLE 3: STORMWATER ASSET INVENTORY COLLECTION AND ASSESSMENT SERVICES

- Inventory Collection
 - E Sciences team members will inventory the City's stormwater assets. These assets generally include stormwater treatment facilities (i.e., ponds), inlets, grates, manholes, pipes, and other stormwater structures. The City's existing stormwater GIS data will be used as the baseline starting point to determine the areas of the City to begin collecting data. This task will begin at the conclusion of Phase V of the database build out schedule provided in Article 2. Team members will use appropriate GIS and or GPS applications to interface with the newly developed database to ensure the inventory is routinely updated and accurately maintained. The attribute data to be collected will be determined during the database buildout in Article 2.
- Condition Assessment
 - E Sciences team members will perform a condition assessment of each stormwater asset. This task will begin at the conclusion of Phase V of the database buildout schedule provided in Article 2 and occur concurrently with Article 4. For stormwater assets that are in the City's current GIS inventory, condition assessments will be performed consistent with the schedule established in the task work order. For stormwater assets not in the City's current GIS inventory, a condition assessment will be performed concurrent with the inventory collection efforts under Article 2. For stormwater pipes, E Sciences team members will perform a general assessment of the pipe condition based on visual factors such as sediment accumulation, observed blockages, evidence of surface or roadway subsidence, groundwater intrusion, and other factors which may indicate the pipe is compromised. Pipe segments identified as potentially compromised will be video inspected to provide a complete condition assessment (See Article 4).

ARTICLE 4: PIPE CONDITION ASSESSMENT (VIDEO)

- Pipe Condition Assessment (Video)
 - E Sciences team members will perform a condition assessment of the City's stormwater pipes. This task will begin at the conclusion of Phase V of the database build out schedule provided in Article 2. This task is intended to

assist the City proactively identify stormwater pipes prior to pipe failure which may lead to flooding events. The City's stormwater pipes will be video inspected consistent with the proposed schedule below.

The assessment of stormwater pipes will be prioritized as follows:

1. Pipes identified in Article 3 as potentially compromised
2. Pipes associated with the City's Pavement Management Plan
3. City managed pipes associated with hurricane evacuation routes
4. Pipe networks identified as directed by City staff

ARTICLE 5: DELIVERABLES

E Sciences team will provide the City with the following deliverables according to the schedule below.

1. GIS Database: The City's updated GIS database will be provided at the conclusion of Phase V of Article 2. It is the intention of the E Sciences team to use ESRI ArcGIS applications to routinely update the City's GIS database during Article 3.
2. Condition Assessment Reports with Photos: E Sciences team will provide the City with an 8.5" x 11" PDF report, with photo documentation, for each stormwater asset inspected under Article 3 and Article 4.
3. For stormwater assets where deficiencies were identified, an 8.5" x 11" PDF maintenance needs report, with photo documentation, will also be provided.
4. Stormwater Atlas Maps: E Sciences team will provide the City with 24" x 36" stormwater atlas maps at the conclusion of Article 4.

ARTICLE 6: ADDITIONAL SERVICES OF E SCIENCES

If authorized in writing by CITY, E SCIENCES shall furnish or obtain from others additional services of that not described above but necessary to assist the City with stormwater needs. Services requested by the CITY will be paid for by CITY as indicated in Article 8.

ARTICLE 7: CITY'S RESPONSIBILITIES

- A. The CITY shall appoint a City Project Manager for any Task Order. The City Project Manager shall be the City Engineer or the City Engineer's designee. The City Project Manager shall also, 1) act as the CITY's agent with respect to the Services rendered hereunder; 2) transmit instructions to and receive information from the E SCIENCES; 3) communicate the CITY's policies and decisions to the E SCIENCES regarding the Services; 4) determine, initially, whether the E SCIENCES is fulfilling its duties, responsibilities, and obligations hereunder. The City Engineer will determine, initially, the merits of any allegation by the E SCIENCES respecting the CITY's non-performance of any Project obligation.
- B. The CITY shall assist E SCIENCES throughout the duration of this Agreement by placing at their disposal all information that may be available and useful relative to

the services to be performed by E SCIENCES, including record or as-built drawings, specifications, equipment preferences, operating data, budgets, audits, record maps, and such other information on the systems or proposed improvements as may be available.

- C. Provide permit fees including but not limited to the FDEP, USACE, FDOT, and Brevard County right-of-way permits.
- D. Examine all studies, reports, sketches, drawings, specifications, proposal and other documents presented by E SCIENCES, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within two weeks, or a reasonable time so as not to delay the services of E SCIENCES.
- E. Participate in technical reviews, meetings, workshops and policy decisions as required.
- F. Give prompt written notice to E SCIENCES whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of services, or any defect or nonconformance in the work of any Contractor.

ARTICLE 8: COMPENSATION AND PAYMENT

- A. All professional services provided hereunder, including attendance at Melbourne City Council meetings, shall be performed by E SCIENCES only after having been so authorized by the CITY'S representatives as provided herein. Engineering tasks involving the performance of services having a fee of \$7,500.00 or less may be authorized verbally to the E SCIENCES by the City Engineer. Tasks involving the performance of services for a fee not to exceed the current purchasing threshold for City Manager approval as defined in City Code may only be authorized in writing by the City Manager. Larger task orders may only be authorized after approval of the Task Order by the City Council.
- B. The CITY agrees to pay and E SCIENCES agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in an approved Task Order:
- C. Invoices for authorized hourly rate task orders shall indicate hours worked and personnel classifications with hourly rates as shown in Exhibit "A," including the same information for Associate Professional Services, if used. Invoices for authorized lump sum task orders shall indicate the percentage of completion for each major category of task order work and corresponding invoice amounts. Unless so authorized, E SCIENCES shall neither render services nor shall be compensated for same.

1. Hourly Rate: The E SCIENCES shall be compensated pursuant to the hourly rates set forth in Exhibit "A," Schedule of Compensation Rates, for each hour engaged directly in the work.
 2. Lump Sum Fee: The fee for any requested portion of work may, at the option of the CITY, be a lump sum mutually agreed upon by the CITY and E SCIENCES and stated in the written Task Order.
 3. Reimbursable Expenses: E SCIENCES shall be compensated for certain work-related expenditures not covered by fees for engineering services at the charges set forth by Exhibit "A," Schedule of Compensation Rates, provided such expenditures are previously authorized by an approved Task Order.
 4. Exhibit "A," Schedule of Compensation Rates shall be valid for twelve (12) months from the date of this Agreement and updates thereto shall be negotiated at the end of each twelve (12) month period for the entire term of this Agreement.
 5. E SCIENCES has limitations on markup of subcontracted services. There will be no markup on primary services, and for services of independent professional associates and subconsultants employed by E SCIENCES for secondary services, the mark up shall not exceed a factor of 10%.
- D. Unless otherwise specified in a task order of this Agreement, earned compensation for the various categories of authorized services shall be invoiced by E SCIENCES monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, project number, and basis on which the invoice was prepared.
- E. The CITY shall make payments due E SCIENCES in accordance with CITY's Prompt Payment Policy which is defined in Exhibit "B". In addition, E SCIENCES may, after giving seven days' written notice to CITY, suspend services under this Agreement until E SCIENCES has been paid in full all amounts due for services, expenses and charges.

ARTICLE 9: SPECIAL PROVISIONS AND CONSIDERATIONS

- A. The City Engineer shall be the point of contact for E SCIENCES and shall be responsible for all task orders issued pursuant to this agreement.
- B. This Agreement shall not be assignable in whole or in part by either party of this Agreement without the full consent of the other party in writing.
- C. In the event E SCIENCES changes his name, merges with another company, becomes a subsidiary or makes other substantial changes in structure or in principals, E SCIENCES must notify the CITY in writing and the CITY reserves the right to terminate this Agreement subject to the terms prescribed above.

- D. E SCIENCES shall hire, coordinate efforts, review and provide deliverables from sub-consultants services required for this Agreement. Should E SCIENCES utilize a sub-consultant not listed during the selection process, said sub-consultant must be approved by the CITY prior to services rendered.
- E. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the CITY upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the CITY at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the CITY of said document(s), the CITY will become the custodian thereof in accordance with Chapter 119, Florida Statutes. E SCIENCES will not copyright any material and products or patent any invention developed under this agreement. The CITY will have the right to visit the site for inspection of the work and the products of E SCIENCES at any time.

Any reuse without written verification or adaptation by E SCIENCES for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to E SCIENCES, to E SCIENCES' independent professional associates or consultants, and CITY shall indemnify and hold harmless E SCIENCES and E SCIENCES' independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

- F. When providing professional consulting services on projects funded in whole or in part through programs administered by agencies of the United States Government and/or agencies of the State of Florida, E SCIENCES will comply with appropriate supplemental provisions to this Agreement required by such agencies as set forth by the specific authorization therefore.
- G. The CITY shall give prompt written notice to E SCIENCES whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of E SCIENCES' services, or any defect in the work of the Contractor(s). If E SCIENCES has been delayed in completing its services through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any Task Order, then, in the City Engineer's sole discretion, and upon the submission to the City Engineer of evidence of the causes of the delay, E SCIENCES shall be granted an extension of its Project schedule equal to the period E SCIENCES was actually and necessarily delayed.
- H. Force Majeure. E SCIENCES is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of E SCIENCES. In any such event, E SCIENCES' contract price and schedule shall be equitable adjusted.

ARTICLE 10: PERIOD OF SERVICE

This Agreement shall be for a period of five (5) years. In addition, subject to the CITY's sole discretion, this Agreement may be extended by CITY twice, in two (2) year increments.

ARTICLE 11: TERMINATION

- A. General. This Agreement may be terminated, 1) by the CITY, following forty-five (45) days prior written notice to E SCIENCES, as stated below, 2) by E SCIENCES, following forty-five (45) days prior written notice to the CITY, as stated below, and 3) by the mutual agreement of the parties. In the event of the termination of this Agreement, any liability of one party to the other arising out of any services rendered, or any act or event occurring prior to the termination, shall not be terminated or released.
- B. Failure to Perform. In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement in whole or in part if E SCIENCES makes a willfully false payment statement or substantially fails to perform any obligation under this Agreement and does not remedy the failure within thirty (30) calendar days after receipt by E SCIENCES of written demand from the CITY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case E SCIENCES shall have such time as is reasonably necessary to remedy the failure, provided E SCIENCES promptly takes and diligently pursues such actions as are necessary therefor. E SCIENCES may terminate this Agreement if the CITY substantially fails to perform any obligation under this Agreement, and does not remedy the failure within thirty (30) calendar days after receipt by the CITY of written demand from E SCIENCES to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.
- C. Termination for Convenience. The CITY may, without prejudice to any other rights or remedies, terminate this Agreement in whole or in part at any time for its convenience by giving E SCIENCES ninety (90) days written notice. E SCIENCES shall be paid for services completed, or partially completed, up to the termination effective date and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to E SCIENCES will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted services.
- D. Payment Upon Termination. Upon termination of this Agreement, the CITY shall pay E SCIENCES for those Services actually rendered and contracted for under a

Task Order, and those reasonable and provable expenses required by any Task Order and actually incurred by E SCIENCES for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs incurred by the CITY as a result of the termination (if the Agreement is terminated for cause by the CITY), or 2) increased by an amount equal to the reasonable and provable expenses incurred by E SCIENCES (to close out its Services) that are directly attributable to the termination, and for which E SCIENCES is not otherwise compensated (if the Agreement is terminated for the convenience of the CITY).

- E. Delivery of Materials Upon Termination. In the event of termination of this Agreement (or any Task Order) by the CITY, prior to E SCIENCES' satisfactory completion of all the Services described or alluded to herein, E SCIENCES shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, CD-ROM files, memoranda; and any and all other documents, instruments, information, CD-ROM disks, and materials (whether or not completed) generated or prepared by E SCIENCES, or by any subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by E SCIENCES pursuant to this Agreement, or any Task Order. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. E SCIENCES shall also require that all such subconsultants agree in writing to be bound by the provisions of this Subsection.

ARTICLE 12: INSURANCE

- A. E SCIENCES shall procure and maintain insurance for protection from claims under worker's compensation act, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.
- B. E SCIENCES shall procure and maintain professional liability insurance for errors and omissions in the amount of \$1,000,000 per claim and in the aggregate.
- C. E SCIENCES will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in section "B", above.

- D. Under the terms of this agreement, the plans, reports and recommendations of E SCIENCES will be reviewed by the CITY for conformity with CITY standards and agreement terms. However, review by the CITY does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
- E. Acceptance of the work by the CITY or Agreement termination does not constitute CITY approval and will not relieve E SCIENCES of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. E SCIENCES shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of E SCIENCES without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

In summary, E SCIENCES will maintain throughout this Agreement the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of E SCIENCES or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) CITY will be named as an additional insured with respect to E SCIENCES' liabilities hereunder in insurance coverages identified in items (b) and (c).

ARTICLE 13: GENERAL PROVISIONS

- A. Controlling Law. This Agreement is to be governed by the laws applicable in Brevard County, Florida.
- B. Compliance with Laws. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/ signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the CITY of Business and Professional Regulation, and guidelines published by the CITY, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
 - 1. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on

- the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
2. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
 3. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the CITY.
 4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 5. The CITY will consider the employment by any contractor of undocumented workers a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the CITY, if the Consultant knowingly employs undocumented workers.
 6. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- C. **Standard of Care.** The standard of care applicable to E SCIENCES's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. E SCIENCES will re-perform any service not meeting this standard without additional compensation.

ARTICLE 14: INDEMNIFICATION

As permitted by Section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the CITY, and its respective officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT in the performance of this Agreement.

CONSULTANT agrees to include the aforementioned indemnification provision in all contracts with subconsultants who perform work in connection with this Agreement such that the subconsultant agrees to indemnify and hold harmless the City as set forth above.

The CONSULTANT shall perform its services with the standard of care and skill ordinarily performed by like professionals, performing similar work, under similar conditions, in the same geographic area and at the same time.

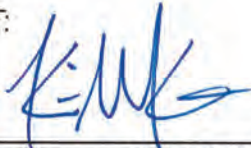
ARTICLE 15: PUBLICATION AND PUBLICITY

Articles, papers, bulletins, reports, presentations or other material describing the plan, progress, analyses, results or findings of the work conducted under this Agreement shall not be presented publicly without prior approval of the CITY.

ARTICLE 15: EXECUTION

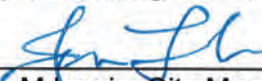
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of JUN 30 2021 2021.

ATTEST:



Kevin McKeown, City Clerk

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


By: 

Shannon M Lewis, City Manager
Jenni Lamb, Acting City Manager

WITNESSES:



Melanie Aldridge

E Sciences, Incorporated
By: 

Peter K Partlow, P.E., President

TRUTH-IN-NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over \$195,000 the City of Melbourne requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Department, whichever is later.

E Sciences, Incorporated



Peter K Partlow, P.E., President

6/21/21

Date

**CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES**


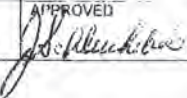
**EXHIBIT A
ENGINEERING FIRM NAME STANDARD HOURLY RATES**

<u>Position</u>	<u>Rate</u>
PRINCIPAL Registered Engineer/Geologist/Scientist	\$242.00
DIRECTOR/CHIEF Engineer/Geologist/Scientist	\$242.00
SENIOR II Registered Engineer/Geologist/Scientist	\$215.00
SENIOR I Registered Engineer/Geologist/Scientist	\$176.00
PROJECT II Engineer/Geologist/Scientist	\$149.00
PROJECT I Engineer/Geologist/Scientist	\$132.00
STAFF II Engineer/Geologist/Scientist	\$116.00
STAFF I Engineer/Geologist/Scientist	\$99.00
SENIOR GIS Analyst	\$132.00
CADD/GIS Analyst	\$99.00
TECHNICIAN II	\$88.00
TECHNICIAN I	\$77.00
ADMINISTRATIVE ASSISTANT/CLERICAL SUPPORT	\$66.00

**CONTINUING CONTRACT
FOR
PROFESSIONAL CONSULTING SERVICES**

**EXHIBIT B
PROMPT PAYMENT POLICY**

NO. 301

ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL		DATE 10/1/2010	 APPROVED 
TITLE	PROMPT PAYMENT	NO. 301 DEPARTMENT FINANCIAL SERVICES	

Note: This policy replaces the policy dated October 17, 2003.

- 301.01 **AUTHORITY:** Section 3.03 and 3.13, City Charter, and the "Local Government Prompt Payment Act" provided for in Chapter 218, Florida Statutes.
- 301.02 **PURPOSE:** To provide prompt payment for all purchases by the City of Melbourne; and to provide for a dispute resolution process as defined in the Local Government Prompt Payment Act.
- 301.03 **GENERAL STATEMENT:** The Financial Services Department is responsible for processing payments to vendors in a timely manner. The Local Government Prompt Payment Act was substantially revised during the 2010 Legislative Session and, as a result, this new policy replaces all previous City of Melbourne policies relating to prompt payment.
- 301.04 **SCOPE AND APPLICABILITY:** This policy applies to payments to vendors and contractors. It is considered supplemental to Chapter 218, Florida Statutes. Additional definitions are specific to the City of Melbourne.
- 301.05 **DEFINITIONS:**
 - 1. "City" means the City of Melbourne, Florida.
 - 2. "Director of Finance" means the City of Melbourne Director of Finance or his/her designee.
 - 3. "Payment request" means a request for payment for construction services that meets the following requirements which must be included in the contract for the project for which payment is requested:
 - a. Conforms to all statutory requirements.
 - b. Delivered to the Financial Services Department or Engineering Department, City of Melbourne, 900 E. Strawbridge Ave, Melbourne, Florida 32901.
 - c. References the City's purchase order number, if issued, or the name of the purchaser.
 - d. Clearly identifies the contractor's name or the contractor's designee.

**CONTINUING CONTRACT
FOR
PROFESSIONAL CONSULTING SERVICES**

**EXHIBIT B
PROMPT PAYMENT POLICY**

NO. 301

- e. Provides a remittance address on the face of the invoice.
 - f. Bears a date that correlates with the conveyance of the construction services.
 - g. Bears an invoice number.
 - h. Describes the materials and services provided.
 - i. Provides the location of the work completed.
 - j. Provides the unit prices and extended total prices of the materials and services.
4. "Proper invoice" means an invoice that meets the following requirements which must be included in the contract for the project for which the invoice is submitted:
- a. Conforms to all statutory requirements.
 - b. Delivered to the Financial Services Department, City of Melbourne, 900 E. Strawbridge Ave, Melbourne, Florida 32901.
 - c. References the City's purchase order number, if issued, or the name of the purchaser.
 - d. Clearly identifies the vendor's name or the vendor's designee.
 - e. Provides a remittance address on the face of the invoice.
 - f. Bears a date that correlates with the conveyance of the goods, services or property.
 - g. Bears an invoice number.
 - h. Describes the goods, services, or property provided
 - i. Provides the location of the delivery, work completed, or property sold.
 - j. Provides the unit prices and extended total prices of the goods, services, or property.
 - k. Describes allowable discounts.

301.06 POLICY

**CONTINUING CONTRACT
FOR
PROFESSIONAL CONSULTING SERVICES**

**EXHIBIT B
PROMPT PAYMENT POLICY**

NO
301

A. PAYMENT DUE DATES

1. A proper invoice or payment request shall be considered received after it is date stamped by the City's Director of Finance. For contracts administered by the Engineering department, all required approvals must be provided by the City Engineer or his/her designee.

B. DISPUTE RESOLUTION

1. If an improper payment request or invoice is submitted by a vendor, the City shall, within 10 days after the improper payment request or invoice is received, notify the vendor, in writing, that the payment request or invoice is improper and indicate what corrective action on the part of the vendor is needed to make the payment request or invoice proper.

2.

- a. If a dispute arises between a vendor and the City concerning payment of a payment request or invoice, a committee composed of the Deputy City Manager for Management Services, the Purchasing Manager, and the Assistant Finance Director shall finally determine the disagreement. The proceedings to resolve the dispute will commence within 45 days after the date the payment request or proper invoice was received by the City and concluded by final decision of the City within 60 days after the date the payment request or proper invoice was received by the City. Such procedures are not subject to Chapter 120, Florida Statutes, and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the City, interest charges begin to accrue 15 days after the City's final decision. If the dispute is resolved in favor of the vendor, interest begins to accrue as of the original date the payment became due.
- b. If the City does not commence the dispute resolution procedure within the time required, a contractor may give written notice to the City of the failure to timely commence its dispute resolution procedure. If the City fails to commence the dispute resolution procedure within four business days after such notice, any amounts resolved in the contractor's favor shall bear mandatory interest, as set forth in Chapter 218, Florida Statutes, from the date the payment request or invoice containing the disputed amounts was submitted to the City. If the dispute resolution procedure is not commenced within four business days after the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an

**CONTINUING CONTRACT
FOR
PROFESSIONAL CONSULTING SERVICES**

**EXHIBIT B
PROMPT PAYMENT POLICY**

| NO 301 |

objection pursuant to this paragraph does not relieve a contractor of their contractual obligations.

3. In an action to recover amounts due under this part, the court shall award court costs and reasonable attorney fees, including fees incurred through appeal, to the prevailing party.

301.07 EXCEPTIONS: Exceptions may only be granted upon recommendation of the Director of Finance and approval by the City Manager.

301.08 EFFECTIVE DATE: October 1, 2010



**Melbourne City Council
May 26, 2026
City Manager's Item Report**

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

Subject:

Items Removed from the Consent Agenda

Background/Consideration:



Melbourne City Council
May 26, 2026
City Manager's Item Report

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

Subject:

Contract award for use of opioid settlement funds for peer recovery support services.

Background/Consideration:

On August 26, 2025, staff sought direction from City Council on how to expend opioid settlement proceeds (OSP) received by the City of Melbourne. Council authorized staff to provide a direct allocation to the Police and Fire Departments and publish a Request for Applications (RFA) to solicit proposals from agencies providing eligible programs and services for the purposes of opioid abatement strategies.

At the February 10, 2026 regular Council meeting, the City Manager advised Council that staff met with the Police and Fire Departments regarding their need for OSP funding; however, neither department required funding for such purposes. During staff's review of the process to publish the RFA, staff reviewed an existing Seminole County contract with Recovery Connections of Central Florida, Inc., serving as a Recovery Community Organization. A Recovery Community Organization (RCO) is an independent, non-profit organization that utilizes Certified Recovery Peer Specialists to mobilize resources within and outside of the recovery community. Recovery Connections of Central Florida, Inc. is the only RCO serving Brevard County. The City Manager received consensus from City Council to piggyback the Seminole County agreement with Recovery Connections.

Seminole County awarded OSP to Recovery Connections to provide wrap-around services for individuals and families suffering from opioid use disorder. Such services include peer support, transportation, transitional housing assistance, employability training, and medicated assisted treatment. The original contract term was from October 1, 2024 to September 30, 2025; however, the contract was renewed by Seminole County for an additional one-year term through September 30, 2026. Recovery Connections recently opened an office in Melbourne and is the only RCO in the central Florida area, serving Brevard, Seminole, Osceola and Orange Counties.

The proposed scope of services mirrors the Seminole County contract and provides Melbourne residents with the following services:

- Peer Support Services — including intake/assessment and ongoing support
- Peer Recovery Support Services Outreach
- Transportation — utilizing ride-share services such as Uber and Lyft



- Transitional Housing Assistance — including move-in fees and weekly fees

The City elected not to include medicated assisted treatment in the agreement as that service is currently being provided by multiple providers in Brevard County utilizing regional opioid abatement funds.

The Housing and Urban Improvement Division will monitor the agreement and facilitate reimbursements to Recovery Connections for the eligible services provided to Melbourne residents.

Fiscal/Budget Impact:

Funding is available in the Opioid Settlement Fund (Fund 165). A budget resolution is necessary to appropriate funds into the expenditure account (16500564-582425-Recovery Connections).

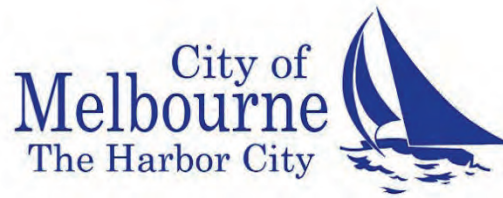
Requested Action:

- a. Approval of Resolution No. 4417.
- b. Approval of contract award for use of opioid settlement funds for peer recovery support services, Recovery Connections of Central Florida, Inc., Lake Mary, FL - \$350,000.

Fund 165 - Opioid Settlement Fund						
PROCEEDS						
COMPANY	YEAR 1 (FY23)	YEAR 2 (FY24)	YEAR 3 (FY25)	YEAR 4 (FY26)	ALL YEARS	END
Allergan	\$ 2,753.12	\$ 5,382.18	\$ 5,382.18	\$ 5,382.18	\$ 18,899.66	07/29/29
CVS	1,289.78	10,771.62	10,771.62	10,771.62	33,604.64	06/01/32
Distributors	28,063.10	23,876.95	50,520.16	32,340.21	134,800.42	08/01/05
Endo Health Solutions	-	-	-	11,860.22	11,860.22	N/A*
Janssen	29,248.32	9,002.19	29,082.62	32,401.94	99,735.07	06/01/31
Teva	18,544.80	17,730.09	2,005.49	2,005.49	40,285.87	06/01/35
Walgreens	1,864.44	15,225.21	15,142.16	15,197.18	47,428.99	07/29/28
Walmart	-	97,084.48	-	-	97,084.48	12/01/36
McKinsey	-	-	-	-	-	N/A
SUBTOTAL	\$ 81,763.56	\$ 179,072.72	\$ 112,904.23	\$ 109,958.84	\$ 483,699.35	
Less 5% Admin Fee	-	-	-	-	-	
TOTAL	\$ 81,763.56	\$ 179,072.72	\$ 112,904.23	\$ 109,958.84	\$ 483,699.35	

Interest**	1,281.81	9,217.60	15,459.07	8,292.66	34,251.14	
					<u>\$ 517,950.49</u>	

**All interest collected from prior FY funds will be applied to the next FY RFA for award because interest value will continue to fluctuate until funds are exhausted. Interest is as of December 31, 2025.



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

AGREEMENT FOR PURCHASE OF SERVICES PREVIOUSLY BID RECEIPT OF OPIOID SETTLEMENT FUNDS

This Agreement for Purchase of Services Previously Bid (this "Agreement") is made this _____, by and between the City of Melbourne, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY"); and Recovery Connections of Central Florida Inc., a Florida Not For Profit Corporation, whose address is 776 Preserve Terrace, Lake Mary, Florida 32746 (the "CONTRACTOR").

RECITALS

WHEREAS the State of Florida adopted a Memorandum of Understanding establishing a unified plan (Florida Plan) for the allocation and use of settlement dollars from the National Prescription Opiate Litigation; and

WHEREAS the Office of the Attorney General executed a Florida Opioid Allocation and Statewide Response Agreement prescribing the intent of the State and local governments use of opioid settlement proceeds in accordance with the Schedule A "Core Strategies" and Schedule B "Approved Uses" contained therein; and

WHEREAS the City Council of the City of Melbourne adopted Resolution No. 4006 recognizing the harmful effects from the opioid epidemic suffered by the City and joined the National Prescription Opiate Litigation; and

WHEREAS the CITY desires to award Opioid Settlement Funds for peer recovery support; and

WHEREAS, pursuant to a Notice of Funding Availability (NOFA), Seminole County, Florida entered into a contract with CONTRACTOR pursuant to the NOFA FY 2022-2024; and

WHEREAS, the CITY has reviewed the procurement process and scope of services of such competitively bid Seminole County and has determined that it is an agreement that can be utilized by the CITY to for the delivery of services using Opioid Settlement Proceeds Services pursuant to City Code, §2-576(1); and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of such Seminole County; and

WHEREAS, the CITY desires to contract with the CONTRACTOR for the purchase of certain Receipt of Opioid Settlement Funds utilizing the fees and expenses contained in the CONTRACTOR's existing agreement with Seminole County as set forth in the Source Contract; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Terms of the Source Contract

The CONTRACTOR agrees to provide eligible programs and services and the CITY agrees to allocate Opioid Settlement Funds in accordance with the prices, terms and conditions of the Agreement for Receipt of Opioid Settlement Funds dated August 27, 2024 between Seminole County and Recovery Connections of Central Florida Inc., based on Seminole County NOFA FY 2022-2024, attached hereto as Attachment 1 and incorporated herein by reference as the "Source Contract", as modified in this Agreement. Nothing herein shall be read as a transfer, assignment or delegation of the Source Contract from Seminole County to the City of Melbourne. This is a non-exclusive services contract.

Section 3. Amendment to the Source Contract.

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

3.1 Definitions.

All references in the Source Contract to "SEMINOLE COUNTY" or "COUNTY" shall be replaced with and refer to the "City of Melbourne, a Florida municipal corporation." All references in the Source Contract to the "PROVIDER" or "the PROVIDER" shall refer to the CONTRACTOR.

3.2 Expiration Date.

This Agreement shall expire on two years from the date of the signature by the parties of this Agreement, or no later than the expiration of the Source Contract or its subsequent amendments. This Agreement will be renewed or extended on an annual basis unless earlier terminated, as set forth in the Source Contract. However, any extension of the Agreement shall be at CITY's sole discretion and the request for such shall be in writing.

3.3 Purchase Order.

On an as-needed basis, the CITY will issue a purchase order against this Agreement as authorization for the CONTRACTOR to provide services. As requested by the CITY pursuant to a written purchase order issued by the CITY, the CONTRACTOR shall provide to the CITY the Scope of Work set forth in Exhibit A of the Source Contract utilizing the unit pricing, professional fees and expenses set forth in Exhibit B 'Cost Proposal' of the Source Contract and all pursuant to the terms and conditions set forth in the Source Contract and this Agreement. All transaction-related fees will be charged based on the fee schedule provided in Exhibit B of the Source Contract.

3.4 Pricing.

For services provided under this Agreement, the CITY agrees to pay the CONTRACTOR an amount not to exceed THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00), which shall be expended within two years from the date of this Agreement, unless otherwise extended. Payment by the CITY will be subject to the CITY's written authorization and, for transactional work, final acceptance of services performed by CONTRACTOR. Acceptance on behalf of the CITY is not effective until evidenced in writing and issued by the City Finance Director or designee. Notwithstanding the foregoing, the City's payment shall not constitute acceptance. For payment, CONTRACTOR must submit original invoice to the City of Melbourne, Housing & Urban Improvement Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901 utilizing Exhibit C 'Monthly Request for Payment' of the Source Contract along with necessary supporting documentation.

3.5 Services.

Services provided under this piggyback contract shall mirror Section 4 of the Source Contract also noted referenced in Exhibit B of the Source Contract, with the exception of Medicated Assisted Treatment (MAT) Evaluation, MAT Medication, and MAT – related Laboratory Testing. This piggyback contract shall not include any services referenced in Exhibit F with Central Florida Cares Health Systems, Inc. All services by the CONTRACTOR shall be rendered in accordance with Schedule A and B in Exhibit E of the Source Contract. The CONTRACTOR shall ensure that all services rendered are to residents of the city of Melbourne.

3.6 Reporting Requirements.

The CONTRACTOR shall be monitored by the City of Melbourne to ensure that all expenditures are in accordance with the terms of this Agreement. The CONTRACTOR shall comply with all reporting requirements as outlined in the Source Contract, utilizing Exhibit D 'Monthly Performance Report'. Reporting shall be provided on a schedule to be established by the CITY. The CONTRACTOR shall ensure and document that all services rendered are to residents of the city of Melbourne.

3.7 Default and Remedies.

The Default terms and Remedies contained within the Source Contract shall apply to this Agreement.

3.8 Conflict of Interest.

The CONTRACTOR agrees they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes. The CONTRACTOR certifies that no officer, agent, or employee of the respective parties has any material interest (as defined in Section 112.312(15), Florida Statutes, as may be amended from time, either directly or indirectly, in the business conducted under this

Agreement, and that no such person shall have any such interest at any time during the term of this Agreement.

3.9 Contacts.

Section 11 of the Source Contract shall be amended to reflect the following notice provisions:

If to the CITY, to: Procurement Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: (321) 608-7065

With a copy to: Housing & Urban Improvement Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: (321) 608-7206

If to the CONTRACTOR, to:
Recovery Connections of Central Florida Inc.
776 Preserve Terrace
Lake Mary, Florida 32746
Telephone: (407) 732-6837 ext. 1000
Email: georgem@rccfhelp.org

4.0 General provisions.

The following shall be added as Section 28 of the Source Contract:

Section 28. GENERAL PROVISIONS

1. Applicable Law. This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County, Florida.
2. Time. Time is of the essence in the performance of this Agreement.
3. Invoicing and Payment. The City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by the City shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement. The Financial Advisor agrees to invoice the City no later than sixty (60) days after performance of services. The City will not be obligated to make payment against any invoices submitted after such period.
4. NON-APPROPRIATION. All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Goods provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Goods covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONTRACTOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.
5. DISPUTES. Notwithstanding anything to the contrary in the Source Contract, the parties agree that disputes will not be subject to arbitration.
6. RETENTION AND PUBLIC RECORDS
 - A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat.
 - B. A request to inspect or copy public records relating to this Agreement must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.
 - C. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:

- (i) As required by §119.0701, Fla. Stat., CONTRACTOR shall
 - (1) Keep and maintain public records required by the CITY to perform the Services.
 - (2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
 - (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
 - (4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the Service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- (ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Agreement by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.
- (iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONTRACTOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONTRACTOR.

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

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

- 7. E-Verify. The CONTRACTOR understands that contracts with the CITY are subject to Florida Statutes, §448.095(2) and the CONTRACTOR agrees to comply with the requirements of said statute. The CONTRACTOR shall register with the E-Verify system

operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the CITY reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

8. These provision shall survive the termination of this Agreement.

Section 4. Disclosures, Representations and Certifications.

All disclosures and representations provided by CONTRACTOR pursuant to the Source Contract and the CONTRACTOR's responsive Notice of Funding Opportunity Application dated August 25, 2022 are hereby expressly represented as true and correct as of the date of this Agreement. All certifications provided by CONTRACTOR pursuant to the Source Contract are hereby expressly re-certified as true and correct as of the date of this Agreement. CONTRACTOR agrees and restates that the CITY has provided to the CONTRACTOR other and additional good and valuable consideration referenced within the Source Contract. CONTRACTOR further understands and agrees that CONTRACTOR and the CITY intends for and do rely upon such disclosures, representations and certifications in entering into this Agreement.

Section 5. Sovereign Immunity.

The CITY and the CONTRACTOR acknowledge that the CITY is Florida municipal corporation and a "state agency or subdivision" for purposes of §768.28, Fla. Statute, and enjoys sovereign immunity. Nothing in this Agreement shall be construed to alter the CITY's sovereign immunity or extend the CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended from time to time.

Section 6. Miscellaneous.

6.1 The CITY and the CONTRACTOR represent that each, respectively, has full right, power and authority to execute this Agreement, and perform its respective obligations hereunder.

6.2 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of, or amendment to, this Agreement must be in writing and executed by both parties.

6.3 If any term or provision in this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

Section 7. Conflicting Provisions.

In the event of a conflict between the provisions set forth in this Agreement and those contained in the Source Contract, the provisions set forth herein shall control.

Section 8. Effective Date.

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

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

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

Date: _____

(CITY SEAL)

ATTEST: _____
Kevin McKeown, CITY Clerk

RECOVERY CONNECTIONS OF CENTRAL
FLORIDA INC.
A Florida Not For Profit Corporation

By: _____

Name: George Marsales

Its President / CEO

Address: 776 Reserve Terrace

Lake Mary, FL 32746

Date: 5/6/2026

Attachments:

- Attachment 1 - Source Contract
- Attachment 2 - Executed First Amendment
- Attachment 3 - Seminole County's Notice of Funding Availability (NOFA)
- Attachment 4 - Recovery Connections of Central Florida Inc. NOFA application to Seminole County

ATTACHMENT 1

SOURCE CONTRACT

On file in the Procurement Division

ATTACHMENT 2

EXECUTED FIRST AMENDMENT

On file in the Procurement Division

ATTACHMENT 3

SEMINOLE COUNTY NOTICE OF FUNDING AVAILABILITY (NOFA)

On file in the Procurement Division

ATTACHMENT 4

RECOVERY CONNECTIONS OF CENTRAL FLORIDA INC. NOFA APPLICATION

On file in the Procurement Division

RESOLUTION NO. 4417

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION NO. 4375; IMPLEMENTING BUDGET ADJUSTMENT RECOMMENDATIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on September 24, 2025, the City of Melbourne adopted Resolution No. 4375 providing for adoption of the City's 2025-2026 budget; and

WHEREAS, a budget adjustment is necessary to provide for supplemental appropriations in the amounts identified in the attached Attachment A.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the budget for the fiscal year commencing October 1, 2025 is hereby amended by the amounts identified in Attachment A.

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

SECTION 3. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Attachment A

ATTACHMENT "A"

165 - Opioid Settlement Fund

165 - Opioid Settlement

<u>Revenue</u>			INCREASE/ DECREASE	REVISED BUDGET
<u>Org</u>	<u>Object</u>	<u>Description</u>		
1653693	369300	Settlements/Litigation	350,000	350,000
Total Change in Revenue			<u>350,000</u>	

<u>Expenditure</u>			INCREASE/ DECREASE	REVISED BUDGET
<u>Org</u>	<u>Object</u>	<u>Description</u>		
16500564	582425	Recovery Connections	350,000	350,000
Total Change in Expenditures			<u>350,000</u>	
Total Opioid Settlement Fund			<u>350,000</u>	



Melbourne City Council
May 26, 2026
City Manager's Item Report

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

Subject:

Ordinance No. 2026-24, Zoning Text Amendment (TEXT2026-0005) and Land Development Regulations Text Amendment (TEXT2026-0006) Certificate of Engineering Construction Completion

Background/Consideration:

This is the first reading of an ordinance amending 13 sections of City Code to revise certain references to “certificate of completion” in City Code and differentiate between a “certificate of completion” from the City's Building Official vs the Engineering Department.

The proposed amendment addresses discrepancies unintentionally created by recent code changes following the adoption of Ordinance 2026-18 'Certificate of Occupancy Process'. Several sections of City Code generally reference a “certificate of completion” unrelated to building completion; rather relate to the completion of site improvements and engineering requirements. To delineate between the two certificates of completion references, staff is proposing to amend the non-building related “certificate of completion” references contained within 13 sections of City Code to “certificate of engineering construction completion”, preventing confusion while also ensuring that all Federal, State, and local requirements beyond the Florida Building Code are met.

A “Certificate of Engineering Construction Completion” is issued by the City’s Engineering Department, which certifies 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.

On May 7, 2026, the Planning and Zoning Board voted unanimously to recommend approval of the proposed amendment.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2026-24 based upon the findings contained in the Planning & Zoning Board memorandum.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Sandy Ramseth, AICP, Planner
Re: **Zoning Text Amendment (TEXT2026-0005), and Land Development Regulations Text Amendment (TEXT2026-0006) Certificate of Engineering Construction Completion**
Date: May 14, 2026

Owner/Applicant/Representative

Applicant – City of Melbourne

Proposed Action

To **Amend** the following Sections of City Code:

- Chapter 50, Article III, Stormwater Management Plan, Sec. 50-53. – Permitting;
- Part III, Appendix B, Zoning, Article IX, Sec. 6 - Formal site plan review;
- Part III, Appendix D
 - Chapter 3, Concurrency, Article X
 - Sec. 3.102. - Procedure; and
 - Sec. 3.103. - Payment in lieu of construction of mobility improvements;
 - Chapter 8 Subdivision Code
 - Sec. 8.4. - Definition of terms;
 - Sec. 8.5. - Procedure for securing approval of subdivisions;
 - Sec. 8.6. - Required improvements; and
 - Sec. 8.7. - Residential subdivisions requesting expedited building permits;
 - Chapter 9 Design Standards and Building Regulations
 - Article VII, Sec. 9.107. - Design standards; and
 - Article XV, Sec. 9.275. - Invasive non-native species;
 - Chapter 10, Article I, Transportation Impact Fees
 - Sec. 10.01. - Short title and intent;
 - Sec. 10.03. - Time of payment; and
 - Sec. 10.09. - Impact fee agreements and security requirements.

Location

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

Issues and Considerations

As a follow-up to the April 28th adoption of an ordinance amending Appendix D, Chapter 13, Article II, creating Division 7, with two new sections: Section 13.69 entitled “Certificate of Occupancy,” and Section 13.70 entitled “Certificate of Engineering Construction Completion,” it is necessary to amend certain sections of City Code to add appropriate cross-references regarding “certificate of completion” language found throughout thirteen sections of City Code, differentiating the type of “certificate of completion”.

Currently, a Certificate of Completion is issued by the Building Official after the final inspection of repairs/renovations to an existing building, as opposed to a Certificate of Occupancy (CO) which follows the final inspection of new building construction. A Certificate of Completion (CoC) may follow a roof or window replacement, for a building that is already occupied, whereby a CO is not appropriate.

There are sections of City Code that reference a “certificate of completion” that are not related to building completion, but rather site improvements and engineering requirements. To avoid confusion between the two certificates, and to further enhance the coordination for the completion of a development project between the three main development departments: Fire/Code Compliance, Engineering, and Community Development, staff is proposing to amend the non-building related “certificate of completion” references to “Certificate of Engineering Construction Completion”. This language will clarify the previous ordinance, preventing future confusion and ensuring that all Federal, State, and local requirements beyond the Florida Building Code will be met.

Analysis of the Text Amendment

The purpose of the text amendment to City Code: Chapter 50, Article III, Sec. 50-53; Appendix B, Article IX, Sec.6; and Appendix D, Chapter 3, Article X, Secs. 3.102, and 3.103; Chapter 8, Secs. 8.4, 8.5, 8.6 and 8.7; Chapter 9, Article VII, Sec. 9.107; Article XV, Sec. 9.275; and Chapter 10, Article I, Secs. 10.01, 10.03, and 10.09 is to amend several sections of City Code to differentiate between the two types of “certificate of completion”, building vs engineering/site improvements. This is a follow-up from the recent ordinance that created the new term “Certificate of Engineering Completion” and is necessary to clarify the two separate processes in these various sections of code.

Business Impact Statement

This item should not have a deleterious impact on a business as it does not change or increase any City, State, or Federal codes or requirements that must be met. The amendment merely ensures that all development requirements are met prior to the issuance of a Certificate of Occupancy by the City’s Building Official.

The proposed modifications to City Code: Chapter 50, Article III, Sec. 50-53; Appendix B, Article IX, Sec.6; and Appendix D, Chapter 3, Article X, Secs. 3.102, and 3.103; Chapter 8, Secs. 8.4, 8.5, 8.6 and 8.7; Chapter 9, Article VII, Sec. 9.107; Article XV, Sec. 9.275; and Chapter 10, Article I, Secs. 10.01, 10.03, and 10.09. The 13 amended Sections of Code 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 May 7, 2026, the Planning and Zoning Board voted unanimously to recommend approval of the proposed amendments.

Recommendation

Based upon the findings contained in the Planning and Zoning Board memorandum, the Community Development Department and the Planning and Zoning Board recommend:

Approval of the ordinance based upon the findings contained in the Planning and Zoning Board memorandum.

Memorandum

To: Mayor and Council
From: Dr. Ray Shackelford, Vice-Chair, Planning and Zoning Board
Re: **Finding of Consistency (FOC2026-0005), Zoning Text Amendment (TEXT2026-0005), and Land Development Regulations Amendment (TEXT2026-0006) Certificate of Engineering Construction Completion**
Date: May 8, 2026
Applicant: City of Melbourne

The Planning and Zoning Board, at its regular scheduled meeting on May 7, 2026, reviewed the above-referenced request for approval of a Finding of Consistency, Zoning Text Amendment and Land Development Regulations Text Amendment.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of a Finding of Consistency, Zoning Text Amendment and Land Development Regulations Text Amendment to amend City Code: Chapter 50, Article III, Sec. 50-53; Appendix B, Article IX, Sec.6; and Appendix D, Chapter 3, Article X, Secs. 3.102, and 3.103; Chapter 8, Secs. 8.4, 8.5, 8.6 and 8.7; Chapter 9, Article VII, Sec. 9.107; Article XV, Sec. 9.275; and Chapter 10, Article I, Secs. 10.01, 10.03, and 10.09.

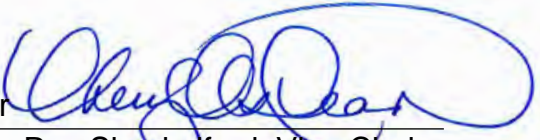
These actions were based on the findings identified below:

Findings for the Proposed Code Revisions

1. The proposed modifications to City Code are consistent with the goals and objectives of the Comprehensive Plan and will assist in the execution of policies within the Comprehensive Plan. The proposed revisions will implement policy language that address Certificate of Engineering Construction Completion references. The proposed Code change will enhance coordination between the City departments that review development projects.
2. The proposed revisions are specifically consistent with Future Land Use Element Objective 1.22, which states the City shall maintain, amend and develop new land use and development regulations to implement the Comprehensive Plan. The proposed modifications will aid in the implementation of land development regulations by creating new language pertaining to Certificate of Engineering Construction Completion elements.

3. Per Future Land Use Element Policy 1.2.1, the zoning map and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The proposed modifications address the building and building regulations section of City Code. The revisions will ensure all Federal, State, and local requirements beyond the Florida Building Code, have been met for development projects in the City.
4. The proposal will have no adverse effect on the City's ability to provide adequate public services and facilities. The proposed changes assist in the implementation of City Code requirements regarding building regulations and standards throughout the City. The proposed revisions will also enhance coordination among multiple City departments.
5. The proposed changes will not significantly change the general character of the City, cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments as the revisions reinforce the administration of City Code requirements. Specifically, the proposed modifications will enhance and clarify the building regulations for development projects within the City.
6. The subject modifications will further development and redevelopment efforts by making City Code more user-friendly to property owners, the development community, and City staff. The proposed revisions will also enhance the readability of the Buildings and Building Regulations section of City Code.
7. The proposed modifications promote the health, safety, education, cultural and economic welfare of the public by updating the Buildings and Building Regulations section of City Code.

Respectively Submitted,



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

Business Impact Estimate

To: Jenni Lamb, P.E., City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Sandy Ramseth, AICP, Planner
Date: May 13, 2026
Re: Ordinance - Zoning Text Amendment (TEXT2026-0005), and Land Development Regulations Text Amendment (TEXT2026-0006) Certificate of Engineering Construction Completion

Summary of the Proposed Ordinance

The purpose of this text amendment to City Code: Chapter 50, Article III, Sec. 50-53; Appendix B, Article IX, Sec.6; and Appendix D, Chapter 3, Article X, Secs. 3.102, and 3.103; Chapter 8, Secs. 8.4, 8.5, 8.6 and 8.7; Chapter 9, Article VII, Sec. 9.107; Article XV, Sec. 9.275; and Chapter 10, Article I, Secs. 10.01, 10.03, and 10.09., is to rename and differentiate between the two types of “certificate of completion”, building vs engineering/site improvements.

Currently, a Certificate of Completion is issued by the Building Official after the final inspection of repairs/renovations to an existing building, as opposed to a Certificate of Occupancy (CO) which follows the final inspection of new building construction. However, there are several sections of City Code that reference a “certificate of completion” that are not related to building completion, but rather site improvements and engineering requirements.

Staff is proposing to amend these non-building related “certificate of completion” references to “Certificate of Engineering Construction Completion”. This amended language will clarify the two separate processes in these various sections of code, and prevent future confusion. It will also ensure that all Federal, State, and local requirements beyond the Florida Building Code will be met.

The Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes, and may be revised following its initial publication and prior to adoption of the proposed ordinance.

Estimate of Direct Economic Impact of the Proposed Ordinance on Private, For-Profit Businesses

There are no known compliance costs that businesses may reasonably incur if the ordinance is enacted.

There are no new charges or fees on businesses subject to the proposed ordinance, or for which businesses will be financially responsible.

Costs for the City's regulatory enforcement should have no change to the current process.

Good Faith Estimate of Number of Businesses Likely to Be Impacted by the Proposed Ordinance

The proposed ordinance deals with the necessary requirements for a Certificate of Completion and a Certificate of Engineering Construction Completion within the City of Melbourne. Any impact to businesses by the proposed ordinance is secondary, and does not implicate negative enforcement possibilities for businesses.

ORDINANCE NO. 2026-24

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO CERTIFICATES OF COMPLETION; MAKING FINDINGS; AMENDING CHAPTER 50 OF THE CITY CODE, ENTITLED "STORMWATER MANAGEMENT"; AMENDING SECTION 50-53, PERMITTING; AMENDING APPENDIX B OF THE CITY CODE, ENTITLED "ZONING"; AMENDING ARTICLE IX, ZONING APPLICATIONS AND PROCEDURES; AMENDING APPENDIX D, ENTITLED "LAND DEVELOPMENT CODE"; AMENDING CHAPTER 3, CONCURRENCY; AMENDING CHAPTER 8, SUBDIVISION CODE; AMENDING CHAPTER 9, DESIGN STANDARDS AND BUILDING REGULATIONS; AMENDING CHAPTER 10, IMPACT FEES; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (FOC2026-0005 / TEXT2026-0005 / TEXT2026-0006)

WHEREAS, a "Certificate of Completion" is issued by the city's Building Official after the final inspection of repairs/renovations to an existing building, and

WHEREAS, a "Certificate of Occupancy" is issued following the final inspection of new building construction; and

WHEREAS, certain sections of City Code that reference a "Certificate of Completion" are referring to site improvements and engineering requirements, not building completion; and

WHEREAS, to avoid confusion between the two referenced certificates, and to further enhance the coordination for the completion of a development project between the Fire, Engineering and Community Development Departments, staff proposes to amend the name of the non-building related "Certificate of Completion" to "Certificate of Engineering Construction Completion"; and

WHEREAS, the proposed ordinance resolves that potential confusion and ensures that all federal, state and local requirements beyond the Florida Building Code are met; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed this ordinance at its meeting on May 7, 2026, conducted a public hearing with regard to

this ordinance, and found same to be consistent with the City of Melbourne Comprehensive Plan; and

WHEREAS, the City Council hereby adopts the findings of the Planning and Zoning Board as its own and finds this ordinance to be in the promotion of the public health, safety, welfare, morals, public order and aesthetics of the community and the region.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Sec. 50-53 of the City Code of Melbourne, Florida, is hereby amended to read as follows:

Sec. 50-53. Permitting.

A permit is required for those projects/developments, land clearing and all other activities which must be considered under the provisions of this article, unless exempted by the city engineer in accordance with section 50-48. The requirements of this stormwater management article will be implemented, and must be satisfied completely, prior to final plat approval or issuance of construction site plan certificate of engineering construction completion.

SECTION 2. That Appendix B of the City Code of Melbourne, Florida, is hereby amended to read as follows:

APPENDIX B. ZONING

* * * *

ARTICLE IX. ZONING APPLICATIONS AND PROCEDURES

* * * *

Sec. 6. Formal site plan review.

* * * *

(D) Formal site plan review procedures.

* * * *

(5) Review criteria. In addition to the above general considerations, the planning and zoning board and the city council in the exercise of their authority, shall also consider the following specific standards and factors:

* * * *

- (m) Luminaries, including street lights, shall be installed along unplatted streets and shall conform to the latest National Electric Code, Florida Department of Transportation and City of Melbourne design standards in effect at the time of construction plan approval for residential development or commercial development, depending on the type of development. All street light utility systems shall be provided with minimum separation and shall be designed to reduce glare on non-public property. Street light locations shall be approved by the city engineer. Luminaries shall be provided throughout the development upon the issuance of a certificate of engineering construction completion. Luminaries shall be placed no closer than 300 feet to one another except in culs-de-sac or as determined by the city engineer during construction plan review. For the purposes of uniformity in street lighting standards, street lights may be installed in strategic areas in the development prior to a certificate of engineering construction completion.

* * * *

SECTION 3. That Appendix D of the City Code of Melbourne, Florida, is hereby amended

to read as follows:

APPENDIX D. LAND DEVELOPMENT CODE

* * * *

CHAPTER 3. CONCURRENCY

* * * *

ARTICLE X. MOBILITY DISTRICTS

* * * *

Sec. 3.102. Procedure.

* * * *

(c) Procedure. A developer or property owner may choose to provide one or more mobility improvement off-site with the city's approval. The mobility improvement chosen will be subject to the final approval of the city during the plan approval process. Mobility improvements, both as to the type of improvement provided and as to the amount or degree of improvement provided, must have a rational nexus to the particular development or redevelopment site, transportation conditions, special characteristics, and needs of the specific area where the development or redevelopment is located.

* * * *

- (4) Provision of mobility improvements. Mobility improvements must be provided according to the following schedule:
- (A) Residential projects. All required mobility improvements will be completed at the expense of and by the developer or property owner of the development in conjunction with subdivision infrastructure and the issuance of a certificate of engineering construction completion for the project. For projects with multiple phases the phasing of which is approved by the city, the required mobility improvement may be phased, and the mobility improvement primarily serving a particular phase must be completed by not later than the time of build out of the subdivision infrastructure and the issuance of a certificate of engineering construction completion for the particular phase. Notwithstanding the foregoing, if the mobility improvements are required by an ordinance or city council approval of the overall project or included in a developer's agreement or a statutory development agreement, the timeline for construction and completion of the mobility improvement will be as provided in the ordinance, city council approval, or agreement; provided that the mobility improvement and timeline for construction and completion must be clearly defined in the ordinance, city council approval, or agreement and have prior approval by city staff.
- (B) Nonresidential projects. For projects submitted as a site plan and subject to the requirements of article IX, appendix B, City Code, all required mobility improvements must be completed at the expense of and by the developer or property owner of the development prior to the issuance of a certificate of occupancy. For projects submitted as a subdivision plat and subject to the requirements of chapter 8, appendix D, City Code, all required mobility improvements will be completed at the expense of and by the developer or property owner of the development in conjunction with subdivision infrastructure and the issuance of a certificate of engineering construction completion for the project. For projects with multiple phases, the phasing of which is approved by the city, the required mobility improvements may be phased, and the mobility improvements primarily serving a particular phase must be completed by not later than the time of build out of the subdivision infrastructure and the issuance of a certificate of engineering construction completion for the particular phase. Notwithstanding the foregoing, if the mobility improvements are required by an ordinance or city council approval of the overall project or included in a developer's agreement or a statutory development agreement, the timeline for construction and completion of the mobility improvement will be as provided in the ordinance, city council approval, or agreement; provided that the mobility improvement and timeline for construction and completion must be clearly defined in the ordinance, city council approval, or agreement and have prior approval by city staff.

* * * *

Sec. 3.103. Payment in lieu of construction of mobility improvements.

(a) Payment. A payment in lieu of constructing the required mobility improvements may be provided by the developer or property owner. This payment must be at least equal to the amount of transportation impact fees required pursuant to section 10.04, appendix D, of the city Code. Fifty percent of the payment in lieu amount will be placed in a reserve fund for the construction of mobility projects listed in the capital improvements element of the comprehensive plan or for the development of complete streets projects identified in the transportation element of the comprehensive plan. The remaining 50 percent of the payment amount will be deposited into the transportation impact fee trust fund and used in accordance with section 10.07, appendix D, of the city Code. The fee required by this article shall be paid prior to issuance of a certificate of engineering construction completion or a certificate of occupancy and shall be the fee established at the time of payment.

(b) For residential and commercial subdivisions, payment is due prior to the issuance of a certificate of engineering construction completion or a certificate of occupancy for each individual lot. The amount paid for each lot shall be dependent upon the development that occurs on said lot. The amount paid for a residential subdivision project should equal the payment in lieu of providing mobility improvements amount determined at preliminary plat, construction plan or final plat approval for the overall project.

* * * *

CHAPTER 8. SUBDIVISION CODE

* * * *

Sec. 8.4. Definition of terms.

* * * *

Infrastructure/construction (maintenance) warranty bonds means the placement of a bond executed by approved corporate surety company or a cash payment in the amount of ten percent of the total construction cost of the subdivision improvements, as determined by the city engineer, lasting two years from the date of issuance of a certificate of engineering construction completion to insure maintenance and repair of all improvements installed by the subdivider. Maintenance bond monies shall not be used for routine subdivision ground maintenance, tract management, landscape repair and replacement or other maintenance generally required to be performed by the developer or homeowners' association. The bond shall include provisions for both payment and performance of maintenance and repair of the improvements, including labor, materials, and supplies, and insure the city against losses, damages, expenses, costs, and attorney's fees that the city may sustain because of a default by the principal under bond. The bond may be in the form of cash, a money order, a certified or cashier's check, or a letter of credit issued by a bank or savings and loan association located in and licensed by the federal government or State of Florida Comptroller to do business in Florida; or bond issued by a surety authorized to do business in the state as a surety by the State of Florida Insurance Commissioner. All instruments shall be in form and substance acceptable to the city's legal counsel.

* * * *

Sec. 8.6. Required improvements.

(a) Minimum standards of design; plans and drawings. The design of the preliminary plat and final construction drawings, shall comply with the requirements herein. Approval of the final plat shall be subject to the subdivider's having installed the improvements hereinafter designated or having guaranteed, with bond or other surety as aforesaid, the installation of the improvements. The city engineer shall be responsible for approving all plans and specifications, for the required improvements, assuring adequate inspection of construction for compliance with the approved plans and specifications and for issuing a certificate of engineering construction completion upon the acceptable completion of the work and installation of the improvements, subject to the required maintenance period. All plans shall be prepared by a registered professional engineer sealed by said engineer, and certified to and in favor of the City of Melbourne. All improvements shall be constructed by the applicants and inspected by the city engineering division. All construction and inspection shall comply with the requirements of the city and state and federal agencies including, but not limited to, the Florida Department of Environmental Protection, the U.S. Fish and Wildlife Service, the Florida Fish and Wildlife Conservation Commission, the Florida Department of Transportation, and the Florida Department of Health and Rehabilitative Services. Upon completion of the streets, stormwater systems, water, sewer, and reclaimed water systems, electric, gas, telephone utilities, and traffic control devices, acceptable to the city engineer, the city engineer may issue a certificate of substantial completion. This certificate does not certify completion of all improvements in the subdivision and is considered as a conditional certificate of engineering construction completion. After completion of construction of all improvements and preliminary acceptance by the city engineer, the subdivider shall provide reproducible as-built drawings to the city for the purpose of maintaining a permanent record. Said drawings shall be prepared by State of Florida land surveyor and certified by a State of Florida professional engineer, under seal, certified to and in favor of the city. The certificate of engineering construction completion shall not be issued until the drawings are delivered to and approved by the city engineer. The certificate of engineering construction completion shall also signify acceptance of the city of all dedicated improvements.

(b) Street improvements. The following requirements shall apply to all streets within the subdivision.

* * * *

(7) Sidewalks. As a condition of the issuance of a building permit for any construction project, the city shall require the developer to construct a sidewalk along the developer's street frontage at the time of development, unless the developer is eligible to make a cash payment to the city in lieu of constructing the sidewalk along the street frontage pursuant to appendix D, chapter 9, article VII.

* * * *

d. The owner/subdivider shall be responsible for constructing sidewalks in common areas, including tracts, and such sidewalks shall be installed prior to the final inspection of the subdivision improvements for the issuance of a certificate of engineering construction completion. Each sidewalk shall

extend to a curb cut at all street intersections which provides access connections to the sidewalk from the street. All access connections shall provide ADA handicapped accessible ramps consistent with requirements to implement the Americans with Disabilities Act, 42 USC 12101 et seq. All sidewalks shall be constructed in accordance with the provisions set forth in chapter 9, article VII, section 9.107.

* * * *

Sec. 8.5. Procedure for securing approval of subdivisions.

* * * *

- (c) Subdivision construction plan process.
- (4) Construction of required improvements, inspections, certificate of engineering construction completion.

* * * *

c. Sidewalks.

* * * *

- 2. The developer or owner of undeveloped lots shall provide sidewalks on such lots remaining vacant after three years (one year = 365 days) from the date of the issuance of a certificate of engineering construction completion of the subdivision improvements.
- 3. The owner/developer of the vacant lots shall construct the required sidewalk within six months after a period of three years from issuance of a certificate of engineering construction completion of the required subdivision improvements.
- 4. The subdivider shall post a bond for sidewalks in the amount of 110 percent of the cost of construction of said sidewalks, as estimated by the city engineer as a condition of final approval and acceptance of a certificate of engineering construction completion.

* * * *

- d. Guarantee of incomplete improvements. Where the required improvements have not been completed prior to the submission of the final plat and the applicant has not received a certificate of engineering construction completion by the city engineer, the approval of the plat shall be subject to the subdivider, guaranteeing the installation of said improvements by filing a performance and payment bond executed by a surety company authorized to do business in the state by the Florida Insurance Commissioner; tri-party

agreement; or a letter of credit issued by a Florida bank or savings and loan association, located in the state and licensed by the federal government or the State of Florida Comptroller to do business in Florida as a bank or savings and loan association in the amount of 110 percent of the construction cost, including fill dirt, as determined by the city engineer.

The bond instrument may provide that portion of the security may be partially released, proportionate to the work completed, to the subdivider, from time to time, as work progresses; but the amount to be released shall be determined by the city engineer in accordance with the foregoing. All instruments shall be in form and substance satisfactory to and approved by the city attorney.

At no point shall any building certificate(s) of completion be issued until all work has been completed within the subdivision and a certificate of engineering construction completion for the subdivision-related construction improvements have been constructed.

- e. Certificate of engineering construction completion. A certificate of engineering construction completion shall be provided once all improvements and required documentation have been completed in form and substance acceptable to the city engineer.

* * * *

- (e) Issuance of building permits. Except as provided for in section 8.7, there are two methods to obtain building permits for a subdivision; permits issued prior to plat recordation, and permits issued after the final plat is recorded.

* * * *

- (2) Building permits after plat recordation. After recordation of the plat, there are no limitations on the number of building permits to be issued. However, at no point shall any building certificate(s) of occupancy be issued until all work has been completed within the subdivision and a certificate of engineering construction completion for the subdivision-related construction improvements has been issued.

* * * *

Sec. 8.7. Residential subdivisions requesting expedited building permits.

* * * *

- (g) Final plat requirements, review and approval; recording.

* * * *

- (5) At no point shall any building certificate(s) of occupancy be issued until all work has been completed within the subdivision and a certificate of engineering construction completion for the subdivision-related construction improvements have been issued.

* * * *

CHAPTER 9. DESIGN STANDARDS AND BUILDING REGULATIONS

* * * *

Sec. 9.107. Design standards.

All development, including subdivisions, shall provide sidewalks, adjacent to the roadway on which the development fronts. Sidewalks shall also be provided on both sides of all arterial, collector, local, and marginal access streets, and along streets abutting subdivisions unless otherwise provided in this code or in the Melbourne Comprehensive Plan.

* * * *

- (k) Subdivision sidewalks. The owner of a property proposed for subdivision shall be responsible for constructing sidewalks in common areas, including tracts, and such sidewalks shall be installed prior to the final inspection of the subdivision improvements for the issuance of a certificate of engineering construction completion. The owner/developer of other types of development shall complete all required sidewalks prior to final inspection of site improvements for the issuance of a certificate of engineering construction completion.

* * * *

Sec. 9.275. Invasive non-native species.

Upon submittal of a request to develop or redevelop commercial, multifamily residential (greater than three units), industrial, or institutional zoned properties, all invasive vegetative species (trees, shrubs, vines and ground cover) shall be removed. No permit shall be required to remove such species listed in section 9.272(b)(1). After the issuance of a certificate of occupancy or certificate of engineering construction completion on other than single, two- or three-family lots or parcels, re-growth of invasive vegetation shall be controlled by prohibiting the re-growth of such species in perpetuity.

* * * *

CHAPTER 10. IMPACT FEES

ARTICLE I. TRANSPORTATION IMPACT FEES

Sec. 10.01. Short title and intent.

* * * *

(f) Within a mobility district, a developer, or property owner, has the option to provide a payment in lieu of providing required mobility improvements. If this option is chosen, 50 percent of the required amount will be deposited into the transportation impact fee trust fund and 50 percent will be deposited into the trust fund for the mobility district in which the development project is located. Within a mobility district, if the developer, or property owner, of a development chooses to provide the mobility improvements required pursuant to section 3.102, appendix D of this code, transportation impact fees will not be collected by the city.

A developer or property owner has the option to provide a combination of mobility improvements and payment in lieu of construction. This option allows a property owner/developer to construct a specific number of mobility improvements while providing a payment in lieu of construction for the remaining improvements required by section 3.102(c)(1). This option must be approved in advance by the community development director in consultation with the city engineer.

If a developer chooses to exclusively provide mobility improvements, and the construction value of the provided mobility improvements does not exceed the total amount of impact fees that would be required pursuant to section 10.04, appendix D of this code, the developer or property owner will pay an amount equal to the difference between the total cost of the mobility improvements and the amount of required impact fees. Property owners or developers will not receive a credit if the cost of providing mobility improvements exceeds the total amount of impact fees that would be required pursuant to section 10.04. For nonresidential projects, the difference will be due upon the issuance of a building permit. For residential developments, the payment must be made in conjunction with subdivision infrastructure or upon the issuance of a certificate of engineering construction completion for the project.

* * * *

Sec. 10.03. Time of payment.

(a) The fee required by this article shall be paid prior to the issuance of a certificate of engineering construction completion or a certificate of occupancy and shall be the fee established at the time of payment.

* * * *

Sec. 10.09. Impact fee agreements and security requirements.

(a) Impact fee agreement.

* * * *

(2) Any agreement proposed by an applicant pursuant to this subsection shall be presented to and approved by the city council prior to the issuance of a certificate of engineering construction completion or a certificate of occupancy. Any such agreement may provide for execution by mortgagees, lienholders, or contract

purchasers in addition to the applicant and landowner, and will permit any party to record said agreement in the public records of Brevard County. The city council shall approve such an agreement only if it finds that the agreement will apportion the burden of expenditure for new facilities in a just and equitable manner, consistent with the principles set forth in the judicial decisions set forth in section 10.07(b)(2).

* * * *

SECTION 4. Severability and Interpretation.

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

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

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

SECTION 6. That this ordinance was passed on first reading at a regular meeting of the City Council on the 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. 2026-24



Melbourne City Council
May 26, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Robert McKinzie
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.

Subject:

Resolution No. 4418, First Amendment to the Master Redevelopment Agreement for 2100 Melbourne Court

Background/Consideration:

This is a request for approval of the First Amendment to the Master Redevelopment Agreement for the project known as “View Apartments,” located at 2100 Melbourne Court.

In 2024, City Council approved the “View Apartments” development through the Melbourne Downtown CRA’s Public-Private Development Program. The project consists of a 246-unit luxury apartment complex on a site located at 2100 Melbourne Court. The agreement is with DTM APTS Joint Venture, LLC, an affiliate of North American Properties, and includes several major components: a ten-year Tax Increment Financing (TIF) reimbursement; donation of land to the City for a downtown gathering space; and other related streetscape improvements.

Due to current economic conditions, construction has not yet begun, delaying the Master Redevelopment Agreement timeline. DTM APTS Joint Venture, LLC therefore requests an amendment to extend the deadlines and expedite conveyance of a portion of the property to the City for the Holmes Park Public Plaza Project.

The amendments include extending the “Commencement Date”, “Completion Date”, and “Construction Period” by two (2) years, along with advancing the conveyance of the Land Donation Parcel. Additionally, the Transfer of Development Rights from the donation parcel to the development project will occur at the time of the land conveyance. The City is receiving an approximate 0.44 acre parcel of land that would be permitted to be developed at a density of 100 dwelling units per acre. Therefore, a transfer of density rights for approximately 44 units will be transferred to the View Apartments project.

Upon approval of the First Amendment, the City Manager will execute the Amendment, real property transfer documents, and transfer of development rights for the donated parcel.

On May 1, 2026, the Melbourne Downtown CRA Advisory Committee voted to recommend approval of the proposed request.



Fiscal/Budget Impact:

N/A

Requested Action:

- a. Approval of Resolution No. 4418.

Council will convene as the Melbourne Downtown Community Redevelopment Agency for the following item:

- b. Approval of Resolution No. 4418.

Council will reconvene for the remaining items.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Robert McKinzie, Economic Development Manager
Re: **Resolution No. 2026-XX, First Amendment to the Master Redevelopment Agreement for 2100 Melbourne Court**
Date: April 27, 2026

This is a request for approval of the First Amendment to the Master Redevelopment Agreement for the project known as “View Apartments,” located at 2100 Melbourne Court.

Background

In 2024, City Council approved the “View Apartments” development through the Melbourne Downtown CRA’s Public-Private Development Program. The project consists of a 246-unit luxury apartment complex on a 2.46-acre site located at 2100 Melbourne Court. The agreement is with DTM APTS Joint Venture, LLC, an affiliate of North American Properties and included several major components: A ten-year Tax Increment Financing (TIF) reimbursement; donation of land for a downtown gathering space; and other related streetscaping improvements.

Due to current economic conditions, the development team has been unable to begin construction of the project, resulting in delays to the timeline outlined in the Master Redevelopment Agreement. As a result, DTM APTS Joint Venture, LLC is requesting an amendment to extend the project deadlines and to accelerate the conveyance of a portion of the property to the City in support of the Holmes Park Public Plaza Project.

Amendments to the Master Redevelopment Agreement

The following amendments to the Master Redevelopment Agreement are proposed (shown in strikethrough/underline format):

- The “Commencement Date” shall be no later than January 1, ~~2027~~2029.
- The “Completion Date” means the date when construction of the Project is completed as provided herein, but in no event later than December 31, ~~2028~~2030, unless otherwise extend as provided herein.
- The “Construction Period” means the period of time beginning on the Commencement Date and ending upon the sooner to occur of the following: (i) December 31, ~~2028~~2030, or (ii) the Completion Date.

- Subject to the terms and conditions set forth herein, the Developer will convey the Land Donation Parcel to the City no later than July 1, 2026. ~~following the completion of the Project.~~

Staff has reviewed the proposed timeline and determined that, under the revised dates, the Developer remains eligible to complete the project and receive the full ten-year reimbursement incentive.

Additionally, since the donation parcel will be transferred to the City before July 1, 2026, a Transfer of Development Rights document will occur at the time of land conveyance. This was approved in the Master Agreement for the portion of land that will be donated for a future gathering space/plaza, adjacent to Holmes Park. The City will be receiving an approximate 0.44 acre parcel of land that would be permitted to be developed at a density of 100 dwelling units per acre. Therefore, a transfer of density rights for approximately 44 units will be transferred to the View Apartments project. DTM APTS Joint Venture, LLC, will retain a 0.5-acre piece which is defined as the “Excluded Property” within the Master Agreement. The Excluded Property contains a 1,717 square foot, single story building and the Developer also reserves a ten-foot (10’) easement area along the southerly and easterly boundaries of the property.

Upon approval of the First Amendment the City Manager will execute the amendment, real property transfer documents, and transfer of development rights for the donated parcel.

Melbourne Downtown CRA Advisory Committee

At the May 1st Advisory Committee meeting, the Committee voted to recommend approval of the First Amendment of the Master Redevelopment Agreement for 2100 Melbourne Court.

Recommendation

City Council

- a. Approval of the First Amendment to the Master Redevelopment Agreement for 2100 Melbourne Court.

Melbourne Downtown CRA

- b. Approval of the First Amendment to the Master Redevelopment Agreement for 2100 Melbourne Court.

RESOLUTION NO. 4418

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MELBOURNE, FLORIDA AND THE GOVERNING BODY OF THE MELBOURNE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY, SUPPLEMENTING RESOLUTION NO. 4297 BY APPROVING A FIRST AMENDMENT TO THE MASTER REDEVELOPMENT AGREEMENT BETWEEN THE CITY, THE AGENCY, AND DTM APARTMENTS JOINT VENTURE, LLC; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MELBOURNE, FLORIDA, AND THE GOVERNING BODY OF THE MELBOURNE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY:

WHEREAS, on September 25, 2024, the City Council of the City of Melbourne, Florida (the “City”), and the governing body of the Melbourne Downtown Community Redevelopment Agency (the “Agency”), approved Resolution No. 4297, which authorized the execution of a Master Redevelopment Agreement with DTM Apartments Joint Venture, LLC (the “Developer”); and

WHEREAS, due to current economic constraints, the Developer has been unable to start construction of the project; and

WHEREAS, the City, the Agency, and the Developer desire to amend the Master Redevelopment Agreement to modify the agreement, to revise the defined dates of the project’s timeline and to advance the transfer of the Land Donation Parcel (the “Parcel”) to the City for the construction of a future public plaza; and

WHEREAS, as contemplated by the Master Redevelopment Agreement, upon acquisition of the Land Donation Parcel the City will transfer the residential density development rights of the Land Donation Parcel to the Developer; and

WHEREAS, the Developer still desires to redevelop the Project Site to include: (1) a ten-story multi-family residential project constructed on the Project Site consisting of approximately 246 market rate apartments, and a four-story structured parking garage serving the residential

building, (2) an accessory storage building on a portion of the Project Site on the east side of Melbourne Court, (3) public infrastructure improvements including an intersection realignment, sidewalks, landscaping, and stormwater and drainage improvements; and

WHEREAS, the redevelopment of the Project Site and conveyance of the Parcel is in the best interest of the City, and the Agency.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MELBOURNE, FLORIDA, AND THE GOVERNING BODY OF THE MELBOURNE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That this resolution is supplemental to Resolution No. 4297 and incorporates the findings and authorizations set forth therein, together with the findings and authorizations contained herein.

SECTION 2. That the First Amendment to the Master Redevelopment Agreement for the Project is approved, substantially in the form of the attached.

SECTION 3. That the City Manager is hereby authorized to execute the approved the First Amendment to the Master Redevelopment Agreement and is authorized to execute real property transfer documents necessary for conveyance of the Land Donation Parcel, and transfer its development rights to the Developer upon execution.

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

SECTION 5. That this resolution was duly adopted at a regular meeting of the City Council on the _____ day of _____, 2026.

PASSED AND ADOPTED at a regular meeting of the governing body of the Melbourne Downtown Community Redevelopment Agency on the _____ day of _____, 2026.

MELBOURNE DOWNTOWN COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
Paul Alfrey, Chair

ATTEST: _____
Kevin McKeown, City Clerk

PASSED AND ADOPTED at a regular meeting of the City Council on the _____ day of _____, 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: First Amendment to Master Redevelopment Agreement (2100 Melbourne Court)
Resolution No. 4418

**FIRST AMENDMENT TO
MASTER REDEVELOPMENT AGREEMENT
(2100 MELBOURNE COURT)**

THIS FIRST AMENDMENT TO MASTER REDEVELOPMENT AGREEMENT (2100 MELBOURNE COURT) (the "Amendment") is made and entered into this _____, 2026 by and between the **CITY OF MELBOURNE, FLORIDA**, a Florida municipal corporation (the "City"), and the **MELBOURNE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes, (the "Agency"), and **DTM APTS JOINT VENTURE LLC**, an Ohio limited liability company (the "Developer"). Collectively, the City, the Agency and the Developer shall be referred to as the parties.

WITNESSETH:

WHEREAS, in relation to the 2100 Melbourne Court Redevelopment Project, the parties entered into that certain Master Redevelopment Agreement dated November 15, 2024 (the "Master Agreement"), that certain Redevelopment Incentive Agreement dated November 15, 2024 (the "Incentive Agreement"), and that certain Offsite Infrastructure Agreement dated November 15, 2024 (the "Infrastructure Agreement") (collectively, the Master Agreement, the Incentive Agreement, and the Infrastructure Agreement shall be referred to herein as the "Agreements");

WHEREAS, the terms of the Agreements provide that in connection with the Completion of the Project, and as a condition of Developer's Redevelopment Incentive, Developer would donate the Land Donation Parcel to the City subject to the terms and conditions therein; and

WHEREAS, in connection with such conveyance, the City agreed to (a) recognize that the residential development rights associated with the Excluded Property is being counted with that of the Project Site for the benefit of the Project pursuant Ordinance No. 2024-57, CU2024-0004, and PLAN2024-0008 for the Project (the "**Project Development Approvals**"), together with the application of City Code Part III "Land Development Regulations", Appendix B "Zoning", Article IV "General District Requirements", Section 7 "Aggregation of Parcels" (the "**Aggregation Code**"), and (b) cause a transfer of residential development rights from the remaining portion of the Land Donation Parcel to and for the Project and Project Site. Such recognition and transfer from the Land Donation Parcel shall be in the form of an acreage credit (meaning, the underlying acreage (or portion thereof) associated with the Land Donation Parcel will be added to and counted with and as if it were already a part of the Project Site for purposes of Project approvals and density

calculations) (all such transferred and reallocated rights, the “**Transferred Development Rights**”). Such Transferred Development Rights, when taken together with that which existed on the Project Site, shall be sufficient for development of the Apartment Facility and remaining portions of the Project pursuant to the Project Development Approvals; and

WHEREAS, since executing the Agreements, the Parties have all identified an opportunity to alter the timing the conveyance of the Land Donation Parcel and transfer of residential density to the Project Site prior to the Completion of the Project to accommodate the development of the Land Donation Parcel for City and public uses; and

WHEREAS, the Parties desire to amend the Agreements in furtherance of conveying the Land Donation Parcel to the City and transferring the residential density to the Project Site.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is specifically acknowledged, the parties agree as follows:

1. Modifications to the Master Agreement.

a. The following recital of the Master Agreement shall be modified as follows:

~~WHEREAS, the Developer, as part of its proposal, will utilize the Land Donation Parcel as a construction lay down and office location during construction of the Apartment Facility and utilize the residential density and other necessary development rights associated with the acreage of the Land Donation Parcel for the Apartment Facility, and upon completion of construction will convey the Land Donation Parcel to the City pursuant to the terms and conditions of this Agreement and the Donation Parcel Deed in Exhibit “G”, attached hereto and made a part hereof by this reference; and~~

b. Section 1.1 of the Master Agreement shall be modified as follows:

[* * *]

"Commencement Date" means the date when the Developer begins construction of the Project pursuant to all necessary land development approvals necessary to achieve construction of the Project based on the Conceptual Project Plan, including a Building Permit. Unless otherwise extended pursuant to the terms and conditions of this Agreement, the Commencement Date shall be no later than January 1, ~~2027~~2029.

"Completion Date" means the date when construction of the Project is completed as provided herein, but in no event later than December 31, ~~2028~~2030, unless otherwise extend as provided herein.

[* * *]

"Construction Period" means the period of time beginning on the Commencement Date and ending upon the sooner to occur of the following: (i) December 31, ~~2028~~2030, and (ii) the Completion Date.

[* * *]

"Land Donation Parcel" means a portion of the tax parcel located at 2029 Melbourne Court, which comprises a portion of the Project Site, as described in Exhibit "B", which the Developer currently owns and will utilize for residential density for the Apartment Facility ~~and as a construction laydown yard and office space during construction of the Apartment Facility, and will later donate to the City pursuant to the terms of this Agreement.~~

[* * *]

"Preconstruction Period" means the period of time commencing upon the Effective Date of this Agreement and ending upon the sooner to occur of the following: (i) June 30, ~~2026~~2028 ; and (ii) the Commencement Date.

[* * *]

c. Section 2.8 of the Master Agreement shall be modified as follows:

A. Subject to the terms and conditions set forth herein, the Developer will convey the Land Donation Parcel to the City no later than July 1, 2026 ~~following the completion of the Project.~~

B. OMITTED. ~~Developer shall convey the Land Donation Parcel to the City within forty five (45) business days following completion of the Project as described in in Section 2.10 below.~~

D. ~~The conveyance shall be conditioned upon an approved transfer of development rights from the Land Donation Parcel to the Project Site. In the event that, as of the date by which the Land Donation Parcel is to be conveyed, the City has not yet adopted a methodology for the transfer of development rights and codified the same in the City Code, then the transfer of development rights shall occur via and be memorialized as provided in a separate instrument to be recorded with the Donation Parcel Deed and the City and Agency shall join in the execution of such separate instrument acknowledging the same. The City Manager is authorized to execute such separate instrument memorializing the transfer of development rights. Notwithstanding the foregoing or any term or provision in the Transaction Documents to the contrary, the conveyance of the Land Donation Parcel shall be subject to and occur only contemporaneously with the confirmation and conveyance of the Transferred Development Rights. Contemporaneously with the conveyance of the Land Donation~~

Parcel, the City and Agency shall cause the form of Certificate of Transfer of Development Rights, attached hereto as Exhibit "G-1" and made a part hereof by this reference (the "TDR Form"), to be executed and recorded in the Public Records of Brevard County, Florida. The City Manager is hereby authorized to execute the same on behalf of both the City and Agency. Notwithstanding any term or provision in the Transaction Documents to the contrary, from and after the recordation of the Donation Parcel Deed and the TDR Form, the conveyance of the Land Donation Parcel and the transfer, allocation, and approval of the Transferred Development Rights shall be final, effective, irrevocable, and not subject to rescission, reverter, cancellation, revocation, reduction, reallocation, or unwinding as a result of any subsequent default, breach, termination, expiration, or nonperformance under this Agreement, the Incentive Agreement, the Offsite Infrastructure Agreement, or any other Transaction Document. The City, Agency, and Developer each acknowledge and agree that the conveyances contemplated by this Amendment are sufficiently supported by independent consideration and exist as independent covenants and obligations hereunder.

E. The Parties acknowledge and agree that, pursuant to the Project Development Approvals and the Aggregation Code, that the residential development rights associated with the Excluded Property are being utilized with the Project Site for the development of the Project. The use of the Excluded Property for these purposes remains subject to applicable law and the effectiveness of the Project Development Approvals.

[* * *]

d. Section 2.9 of the Master Agreement shall be modified as follows:

[* * *]

~~C. OMITTED. If the City for any reason terminates this Master Redevelopment Agreement during the Preconstruction Period, (including but not limited to those Events of Termination listed in Article 6), the Developer shall have no obligation to convey the Land Donation Parcel to the City.~~

e. Section 2.10 of the Master Agreement shall be modified as follows:

[* * *]

E. Construction of the Project will be considered complete upon:

[* * *]

~~4. OMITTED Developer clearing the Land Donation Parcel of all remaining construction material or debris, and restoring the same to the condition set forth in the Conceptual Project Plan; and~~

[* * *]

f. Section 3.2 of the Master Agreement shall be modified as follows:

[* * *]

C. ~~Upon the completion of the Project,~~ The Developer shall (subject to a contemporaneous conveyance and confirmation of the Transferred Development Rights) convey the Land Donation Parcel as described in Exhibit B to the City in accordance with Section 2.8 hereof.

g. Section 3.3 of the Master Agreement shall be modified as follows:

[* * *]

J. The Developer shall have no authority to borrow money secured by the Public Infrastructure Improvements or incur any debt or liability on behalf of the City or the Agency; ~~provided, however, the foregoing shall not restrict Developer’s ability to pledge the Land Donation Parcel as a part of the initial collateral package held by any lender providing financing to the Developer to assist with the completion of the Project (which shall be released from such collateral package to effectuate the conveyance hereunder when due as contemplated herein).~~

[* * *]

h. Exhibit C to the Master Agreement, the “Conceptual Project Plan” shall be modified as follows:

Conceptual Plan

[* * *]

Donation Parcel improvements

~~After completion of the View apartments, by having received a certificate of occupancy, a portion of land located at 2029 Melbourne Court will be conveyed to the City of Melbourne. Prior to the conveyance of the property to the City, the developer will ensure that the lot is free of debris and ready for parking use.~~

i. Exhibit G to the Master Agreement, the “Special Warranty Deed” shall be modified as follows:

[* * *]

Restrictive Covenant:

The Grantor and Grantee agree that the Property shall not be used for the following: (i) industrial uses, (ii) commercial uses, (iii) municipal potable water production or wastewater treatment uses; (iv) construction or storage laydown yard uses, (v) large vehicle or equipment storage use; and (vi) other similar uses to those described above.

Notwithstanding the foregoing, the Grantor and Grantee agree that the Property is intended for use as and can be used for: (i) public park and recreation uses with appurtenant permanent or temporary structures and amenities for such uses, (ii) event space for City of Melbourne, a Florida municipal corporation, events and permitted special activities with appurtenant permanent or temporary structures and amenities for such use, (iii) stormwater baffle box and appurtenant at- or above-grade equipment, below-grade public utilities, and (iv) other similar uses to those intended and allowable uses described above. Additionally, the Grantor and Grantee agree that the Property can be used as a public parking lot until developed and used as described above ~~for the limited period of three (3) years from the date this Deed is recorded.~~

[* * *]

2. Modifications to the Incentive Agreement.

a. Section 5(B) of the Incentive Agreement shall be modified as follows:

B. The Developer, the Agency and the City understand and agree that the payment of the Tax Increment Recapture is conditioned upon Developer completing construction of the Project on or before the Completion Date subject to extensions as provided in and pursuant to the terms and conditions of the MRA and the Transaction Documents. The intent of this requirement is to provide for the Project improvements to be eligible for and reflected for the ~~2028~~2031 ad valorem property tax roll at the latest. The Developer shall prove eligibility for the ~~2028~~2031 ad valorem property tax roll or sooner tax year if the Project is completed sooner by submitting to the Agency copies of Certificates of Occupancy and Certificates of Completion for the Project and the release of liens and proof of payment for Public Infrastructure Improvements, all as identified and set forth in Section 2.10(E) of the MRA indicating completion prior to the Completion Date. Failure of the Developer to complete construction of the Project on or before the Completion Date, as the same may be extended pursuant to the terms of the MRA and subject to applicable notice and cure provisions, shall be deemed a material breach of this Agreement such that neither the City nor the Agency shall be required to pay the Tax Increment Recapture to the Developer.

3. No Further Modifications. Except to the extent expressly modified or amended by this Amendment, the Agreements shall remain unmodified and in full force and effect and is hereby ratified and affirmed. As used herein, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text. Asterisks (* * *) indicate an omission from the text, which exists in the Agreements. It is intended that the omitted text of the Agreements denoted by the asterisks and not set forth in this Amendment shall remain unchanged from the language existing prior to adoption of this

Amendment. To the extent of any inconsistency between the Amendment and the Agreements, the terms and conditions of this Amendment shall control.

4. Capitalized Terms. Any capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreements.

IN WITNESS WHEREOF, the City, the Agency and the Developer, by and through the undersigned, have entered into this Amendment as of the day and year first above written.

CITY OF MELBOURNE, FLORIDA

[Seal]

By: _____

Jenni Lamb, City Manager

Attest:

City Clerk

MELBOURNE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY

By: _____

Jenni Lamb, City Manager

Attest:

City Clerk

DTM APTS JOINT VENTURE LLC

By: _____

Name: _____

Title: _____

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

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

Property Appraiser ID #
(Sending Site(s)) 28-37-03-80-25-1.01
(Receiving Site) 28-37-03-81-*-1

CERTIFICATE OF TRANSFER OF DEVELOPMENT RIGHTS

THIS CERTIFICATE OF TRANSFER OF DEVELOPMENT RIGHTS (this "**Certificate**") is made and given on _____, 2026 by The City of Melbourne, a Florida municipal corporation (the "**City**"), for the benefit of DTM Apts Joint Venture LLC, an Ohio limited liability company (inuring to the benefit of its successors and assigns, collectively, the "**Developer**"). The City, by and through the City Manager, hereby issues this Certificate and, in so doing, certifies, confirms, and agrees as follows:

RECITALS

Developer has entered into that certain Master Redevelopment Agreement with the City and Melbourne Downtown Community Redevelopment Agency, a public body corporate and politic of the State of Florida (the "**Agency**") dated November 15, 2024, as amended by that certain First Amendment to Master Redevelopment Agreement dated _____, 2026 (collectively, the "**Agreement**"). The Agreement contemplated the development of a certain Project (as defined therein). The Agreement also contemplated that the Developer would donate and convey a certain portion of the Developer's adjacent property to the City (as defined in the Agreement, the "**Land Donation Parcel**"). As of the date of this Certificate, the Developer has caused the Land Donation Parcel to be conveyed to the City. In connection therewith, as contemplated in the Agreement, the parties also desire to confirm the irrevocable vesting and transfer of residential density and related development rights from the Land Donation Parcel (the "**Sending Site**") to the Project Site (hereunder, the "**Receiving Site**"). Pursuant to the City's process, the transfer of residential density is effectuated through an acreage credit - (meaning, the underlying acreage (or portion thereof) associated with the Sending Site will be added to and counted with and as if it were already a part of the Receiving Site for purposes approvals and density calculations).

Confirmation of Acreage Credit and Transfer of Residential Development Rights.

- i. The City recognizes and affirms that the acreage of the Land Donation Parcel, as the Sending Site, for purposes hereof equals 0.44 acres (the “Transferred Acreage”).
- ii. The City recognizes and affirms the transfer of development rights associated with the Transferred Acreage of the Sending Site to the Receiving Site for purposes of calculating residential density, and that having transferred the acreage for purposes of calculating residential density for development of the Sending site is zero.
- iii. The City and Developer consent to the transfer of development rights associated with the Transferred Acreage of the Sending Site to the Receiving Site for purposes of calculating residential density of the Receiving Site.

Real Property Interest; Present Transfer; Running with the Land. The Residential Development Rights are hereby conveyed from the Sending Site to the Receiving Site. The City, the Agency, and the Developer (as owner of the Receiving Site) acknowledge and agree that the Residential Development Rights constitute severable, transferable, recordable, and assignable interests in Florida real property. This Certificate is intended to, and does hereby, presently grant, assign, transfer, convey, allocate, confirm, and vest the Transferred Development Rights from the Sending Site to and for the benefit of the Receiving Site. Upon recording of this Certificate in the Public Records of Brevard County, Florida, the Transferred Development Rights shall be appurtenant to, run with, and benefit the Receiving Site, and the corresponding restriction on the use of residential density and development capacity from the Sending Site shall burden and run with the Sending Site, in each case binding upon and inuring to the benefit of the parties and their respective successors, assigns, transferees, mortgagees, tenants, and all persons claiming by, through, or under them. The parties further acknowledge and agree that this Certificate is not merely a personal contract right, revocable license, or non-binding planning memorandum, but is intended to constitute a final and effective conveyance, allocation, and confirmation of real property interests and development rights.

Note to Recorder: This certificate is being provided for no monetary consideration and nominal documentary stamp taxes in the amount of \$0.70 are being paid in connection herewith.

Signed, sealed and deliver in the presence of:

CITY OF MELBOURNE, a Florida municipal corporation

Witness #1 Signature

By: _____

Jenni Lamb
City Manager

Witness #1 Name
900 E. Strawbridge Ave.
Melbourne, Florida 32901

(City Seal)

Witness #2 Signature

ATTEST:

Witness #2 Name
900 E. Strawbridge Ave.
Melbourne, Florida 32901

Kevin McKeown, City Clerk

STATE OF FLORIDA)
COUNTY OF BREVARD)

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

Notary Public

My commission expires:

JOINDER
(Owner of Receiving Site)

As owner(s) in fee simple of the real property described as the Receiving Site set forth in the foregoing Certificate of Transfer of Development Rights, I join in and consent to the foregoing Certificate of Transfer of Development Rights.

Signed and sealed
in the presence of:

Owner of Receiving Site:

DTM APTS JOINT VENTURE, LLC
an Ohio limited liability company

Witness #1 Signature

Witness #1 Name

Address

Witness #2 Signature

Witness #2 Name

Address

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by [] physical presence OR [] online notarization this _____, by _____, as _____ of DTM APTS JOINT VENTURE, LLC, an Ohio limited liability company. S/He is personally known to me or has produced _____ as identification.

Notary Public

My commission expires:

JOINDER

(Melbourne Downtown Community Redevelopment Agency)

As required by the Master Redevelopment Agreement (2100 Melbourne Court), the Melbourne Downtown Community Redevelopment Agency does hereby join in and consent to the foregoing Certificate of Transfer of Development Rights.

**MELBOURNE DOWNTOWN COMMUNITY
REDEVELOPMENT AGENCY**

Witness #1 Signature

Witness #1 Name
900 E. Strawbridge Ave.
Melbourne, Florida 32901

Witness #2 Signature

Witness #2 Name
900 E. Strawbridge Ave.
Melbourne, Florida 32901

By: _____
Jenni Lamb
City Manager

(City Seal)

ATTEST:

Kevin McKeown, City Clerk

STATE OF FLORIDA)
COUNTY OF BREVARD)

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

Notary Public

My commission expires:



Melbourne City Council
May 26, 2026
City Manager's Item Report

Department:	City Attorney's Office
Presenter:	Adam Conley
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.16.

Subject:

A proposed ordinance calling for a ballot referendum item on the November 2026 election proposing an amendment to Section 8.04 of the City Charter.

Background/Consideration:

At the April 28, 2026 regular Council meeting, City Council gave the City Attorney's Office direction to prepare an ordinance for a proposed charter amendment related to the Zoning Commission (Planning and Zoning Board) and Board of Adjustment (Zoning Board of Adjustment). As discussed at the April 28th meeting, the proposed charter amendment, if adopted, would add language to Section 8.04 of the City Charter to authorize City Council to dissolve the existing Zoning Board of Adjustment and delegate the duties and responsibilities of that board to the Planning and Zoning Board. This proposed charter amendment does not take that action automatically — it merely gives City Council the discretion and authority to make that decision in the future by ordinance.

Importantly, the proposed charter amendment does not merge the two boards or dissolve the existing Planning and Zoning Board, and the City Attorney's Office does not recommend that course of action. Merging the two boards into a new unified board would require more significant revisions to multiple provisions of the City Charter, and create a more cumbersome process to re-establish a new board as the City's "local planning agency" required by Ch. 163, Florida Statutes. This could negatively impact and delay the City's ability to review and approve development items that require review of the Comprehensive Plan, Zoning Code, and other development orders.

The proposed ordinance includes language required by Florida law to submit a ballot referendum item, including the following ballot title and summary:

CHARTER AMENDMENT AUTHORIZING CITY COUNCIL TO DELEGATE BOARD OF ADJUSTMENT DUTIES TO ZONING COMMISSION

City Charter requires city council to establish a zoning commission and appoint a board of adjustment. A charter amendment would enable city council to delegate the duties of the board of adjustment to be performed by the zoning commission. Shall Section 8.04 of the City Charter be amended such that the duties and functions of the Board of Adjustment may be delegated by city council to the City zoning commission (Planning and Zoning Board)?

YES (for approval) ____ NO (for rejection) ____



The City Attorney's Office will continue to take Council's direction on this item.

Fiscal/Budget Impact:

N/A

Requested Action:

MEMORANDUM

TO: Mayor and City Council
FROM: Adam M. Conley, City Attorney
DATE: May 14, 2026
RE: Referendum Process for Charter Amendment; Proposed Charter Amendment for Council Authority to Delegate ZBOA Duties to P&Z Board

I. Background

At the April 28, 2026 meeting, City Council directed the preparation of an ordinance that, if passed, would place a proposed charter amendment on the ballot at the next general election, amending Section 8.04 of the City Charter to provide City Council the discretion to delegate the duties of the Board of Adjustment to the Zoning Commission (Planning and Zoning Board) as additional (“*ex officio*”) duties of that Board. If Council chose to exercise this option, it would be able to dissolve the Zoning Board of Adjustment and assign its duties to the Planning and Zoning Board. However, as detailed further herein, the City Attorney’s Office is not proposing, nor recommending, that the existing Planning and Zoning Board be dissolved and re-established to “merge” it with the Zoning Board of Adjustment.

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

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

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

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

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

As reflected above, the Charter specifically requires that City Council appoint members to each of these Boards. A charter amendment, as proposed, would provide City Council the discretion to delegate the duties of the Board of Adjustment to the P&Z Board. Such a delegation of duties would dissolve the membership of Board of Adjustment and, would enable the members of the

P&Z Board to perform this function without violating the constitutional dual office holding prohibitions.

Through the proposed charter amendment revising Section 8.04 below, City Council would have flexibility and discretion to either have two separate boards as currently provided in the City Charter and City Code, or to have the members of the P&Z Board perform the duties of the Board of Adjustment on an *ex officio* basis (i.e. additional duties would be incurred by members of a Board by virtue of their membership on that Board):

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

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

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

At the April 28, 2026 Council meeting, there was discussion of “merging” the Planning and Zoning Board with the Zoning Board of Adjustment, and concerns about losing the current membership of the Zoning Board of Adjustment. At this time, I do not recommend attempting to merge the two boards. This action would require more significant amendments to City Charter, a more cumbersome process to dissolve and re-establish the Planning and Zoning Board – including the steps necessary to re-establish a “local planning agency” as required by Ch. 163, which could delay the City’s ability to review and approve development items related to the Comprehensive Plan, Zoning Code, and other development orders.

III. The Charter Amendment Process by Referendum.

Section 166.012(4), Florida Statutes, requires that any matters in a municipal charter relating to appointive boards must be approved by referendum through the charter amendment process set forth in Section 166.031, Florida Statutes.

A. Ordinance placing referendum on the ballot.

Pursuant to Section 166.031, Florida Statutes, “[t]he governing body of a municipality may, by ordinance,...submit to the electors of said municipality a proposed amendment to its charter..” The governing body of the municipality shall place the proposed amendment contained in the ordinance to a vote of the electors at the next general election to be held within the municipality or at a special election called for such purpose. Upon adoption of an amendment to the charter of a municipality by a majority of the electors voting in a referendum upon such amendment, the governing body of said municipality shall have the amendment incorporated into the charter and shall file the revised charter with the Department of State.

B. Notice of referendum election.

In any referendum, there must be at least 30 days’ notice of the referendum by publication in a newspaper of general circulation in the county, district, or municipality, or publication on the website. The publication must be made at least twice, once in the fifth week and once in the third week before the week in which the referendum is to be held.

C. Referenda ballot requirements.

The referenda requirements to submit a public measure to the vote of the people is set forth in Section 101.161, Florida Statutes, as follows:

1. A ballot summary of the public measure, i.e. the charter amendment, must be printed in clear and unambiguous language on the ballot followed by the word “yes” and also by the word “no” and shall be styled in such a manner that a “yes” vote will indicate approval of the proposal and a “no” vote will indicate rejection.
2. The ballot summary of the public measure and the ballot title to appear on the ballot shall be embodied in the enabling resolution or ordinance.
3. The ballot summary of the public measure shall be an explanatory statement, not exceeding 75 words in length, setting forth the chief purpose of the measure.
4. The ballot title shall consist of a caption, not exceeding 15 words in length, by which the measure is commonly referred to or spoken of.

Fla. Supreme Court interpretation of “clear and unambiguous language”: Florida law requires the ballot language to give the voters “fair notice” of the decision they must make.¹ In terms of a ballot title and summary, fair notice “must be actual notice consisting of a clear and unambiguous explanation of a measure's chief purpose.² To evaluate whether a proposed amendment's ballot language is clearly and conclusively defective, the Court considers two questions: first, “whether the ballot title and summary fairly inform the voter of the chief purpose of the amendment,” and second, “whether the language of the ballot title and summary misleads the public.”³

Proposed Ballot Title:

CHARTER AMENDMENT ENABLING CITY COUNCIL TO DELEGATE BOARD OF ADJUSTMENT DUTIES TO THE ZONING COMMISSION

Proposed Ballot Summary:

City Charter requires city council to establish a zoning commission and appoint a board of adjustment. A charter amendment would enable city council to delegate the duties of the board of adjustment to be performed by the zoning commission. Shall Section 8.04 of the City Charter be amended such that the duties and functions of the Board of Adjustment may be delegated by city council to the City zoning commission (Planning and Zoning Board)?

YES (for approval) _____
NO (for rejection) _____

¹ Dept. of State v. Fla. Greyhound Ass’n., Inc., 253 So. 3d 513 (Fla. 2018); Miami Dolphins, Ltd. V. Metro. Dade Cty., 394 So.2d 981 (Fla. 1981).

² Askew v. Firestone, 421 So.2d 151 (Fla. 1982).

³ Advisory Op. To Att’y Gen. Re Rights of Elec. Consumers Regarding Solar Energy Source, 188 So.3d 822, 831(Fla. 2016).

Business Impact Estimate

To: Mayor and City Council
From: Adam M. Conley, City Attorney
Date: May 14, 2026
Re: Ordinance for Proposed Charter Amendment Regarding Council Ability to Delegate Board of Adjustment Duties to the Planning and Zoning Board

Summary of the Proposed Ordinance

At the April 28, 2026 City Council meeting, Council gave the City Attorney direction to prepare an ordinance to propose a charter amendment on the ballot for the November 2026 election. This proposed charter amendment would provide City Council with the discretion and authority to delegate the duties and responsibilities of the Board of Adjustment to the Planning and Zoning Board. If City Council exercised this authority by future ordinance, it would have the effect of dissolving the Zoning Board of Adjustment.

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes, and may be revised following its initial publication and prior to adoption of the proposed ordinance.

Estimate of Direct Economic Impact of the Proposed Ordinance on Private, For-Profit Businesses

- There are no direct compliance costs that businesses may reasonably incur if the ordinance is enacted.
- There are no new charges or fees on businesses proposed by the ordinance.
- There are no new regulatory costs imposed on businesses from the proposed ordinance.
- There are no estimated direct economic impacts on private for-profit businesses from the proposed ordinance.

Good Faith Estimate of Number of Businesses Likely to Be Impacted by the Proposed Ordinance

N/A

ORDINANCE NO. 2026-25

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO THE DELEGATION OF THE DUTIES OF THE ZONING BOARD OF ADJUSTMENT TO THE PLANNING AND ZONING BOARD; MAKING FINDINGS; AMENDING SECTION 8.04(7) OF THE CITY CHARTER; PROVIDING FOR A REFERENDUM ELECTION AND BALLOT LANGUAGE; SETTING FORTH A CITY CHARTER AMENDMENT PROVIDING THAT THE CITY COUNCIL MAY DELEGATE THE DUTIES OF THE BOARD OF ADJUSTMENT (ZONING BOARD OF ADJUSTMENT) TO THE ZONING COMMISSION (PLANNING AND ZONING BOARD); PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR PUBLIC NOTICE OF THE REFERENDUM; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, Section 8.04 of the City Charter requires that City Council appoint a zoning commission for the purpose of recommending zoning districts and appropriate regulations therein, and to also appoint a board of adjustment which Council may authorize to approve special exceptions to certain regulations adopted in city code; and

WHEREAS, Article II, section 5(a), Florida Constitution, prohibits any person from simultaneously holding more than one “office” under the governments of the state, and the counties and municipalities therein (“prohibition on dual office-holding”); and

WHEREAS, while the Constitution does not define the term “office” for the purpose of the dual office-holding prohibition, the courts and the Attorney General’s Office have stated that the term “office” implies a delegation of a portion of the sovereign power, and the possession of it, by the person filling the office and embraces the idea of tenure, duration, and duties in exercising some portion of the sovereign power conferred by law; and

WHEREAS, in accordance with various ordinances adopted by the City Council, the zoning commission (Planning and Zoning Board) and the Board of Adjustment each serve in a quasi-judicial capacity and have been delegated a portion of the sovereign power of the City

with the authority to render final decisions in certain matters on behalf of the City, which suggests that the positions on these boards constitute “offices” for purposes of Article II, section 5(a), of the Florida Constitution; and

WHEREAS, citing the Florida Supreme Court, the Florida Attorney General’s Office has opined that while the Constitution does not expressly provide an exception for *ex officio* service (services or duties assigned to an office regardless of who occupies the office), it has long been settled in this state that the legislative designation of an officer to perform *ex officio* the duties and functions of another office does not violate the constitutional dual office-holding prohibition, provided that the duties imposed are consistent with those already being exercised; and

WHEREAS, the zoning commission (Planning and Zoning Board) does perform duties consistent with those of the Board of Adjustment, in that, both boards hear and decide appeals from decisions of certain city officials and also rule on requests for special exceptions or variances from certain provisions of the code or technical manuals; and

WHEREAS, on April 28, 2026, City Council gave the City Attorney direction to propose relevant amendments to the City Charter and City Code providing City Council with the ability to impose upon the zoning commission (the Planning and Zoning Board) the duty to perform the duties of the Board of Adjustment, as additional *ex officio* duties of the zoning commission (Planning and Zoning Board); and

WHEREAS, Section 166.021(4), Florida Statutes, states that matters prescribed by municipal charter relating to appointive boards must be approved by the charter amendment process set forth in Section 166.031, Florida Statutes; and

WHEREAS, pursuant to Section 166.031, Florida Statutes, “[t]he governing body of a municipality may, by ordinance,...submit to the electors of said municipality a proposed amendment to its charter...”; and

WHEREAS, the City Council has determined that Section 8.04 of the City Charter is in need of revision in order to provide City Council the flexibility to delegate to the zoning commission (Planning and Zoning Board) the duty to perform the duties and functions of the Board of Adjustment; and

WHEREAS, the City Council has duly considered the Charter amendment set forth in this ordinance, and by passage of this ordinance indicates its desire to approve the Charter amendment as set forth herein, subject to approval of the electorate at a municipal election; and

WHEREAS, the City Council finds it to be in the best interests of its citizens to submit said proposed Charter amendments to the voters for their consideration at the election to be held on November 3, 2026.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. Recitals adopted. That the foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this ordinance upon adoption hereof.

SECTION 2. Referendum Election. That pursuant to Section 166.031, Florida Statutes, a referendum is hereby called and scheduled to be held with the next general municipal election on November 3, 2026, to determine whether the amendment to the Charter of the City of Melbourne, Florida, as set forth in Section 3. hereof, shall be approved by a majority of the votes cast in such election in which the qualified electors residing in the City shall participate. Such referendum election shall be held and conducted in conformity with the laws of the State of Florida and the Charter and ordinances of the City of Melbourne relating to elections in the City of Melbourne. The Supervisor of Elections of Brevard County is hereby requested to coordinate all matters related to said referendum election with the City Clerk.

SECTION 3. Amendment to Charter. That in interpreting the amendment in this Section, language that is underlined is an addition to the existing text of the City Charter, Language that is ~~stricken through~~ is a deletion from the existing text of the City Charter. It is proposed that Section 8.04 of the City Charter of the City of Melbourne, Florida, shall be amended to read as follows:

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

* * * *

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

* * * *

SECTION 4. Ballot Summary. That concurrent with the next general municipal election on November 3, 2026, the following question shall be placed on the ballot. The question shall be worded substantially as follows, in accordance with Section 101.161, Florida Statutes:

MELBOURNE CITY CHARTER AMENDMENT

AUTHORIZING COUNCIL TO DELEGATE BOARD OF ADJUSTMENT DUTIES TO ZONING COMMISSION

City Charter requires city council to establish a zoning commission and appoint a board of adjustment. A charter amendment would enable city council to delegate the duties of the board of adjustment to be performed by the zoning commission. Shall Section 8.04 of the City Charter be amended such that the duties and functions of the Board of Adjustment may be delegated by city council to the City zoning commission (Planning and Zoning Board)?

YES (for approval) _____
NO (for rejection) _____

SECTION 5. Coordination with Supervisor of Elections. That the City Clerk is hereby authorized and directed to coordinate with the Supervisor of Elections of Brevard County to include the above-described question on the November 3, 2026 ballot.

SECTION 6. Notice of Referendum. That notice of the referendum election shall be published in accordance with the procedures set forth in Section 100.342, Florida Statutes. The publication shall occur at least twice, once in the fifth week and once in the third week before the week in which the election is to be held, which includes November 3, 2026.

SECTION 7. That the City Clerk is hereby directed to ensure that all advertising, translation, and notice requirements are complied with and to coordinate all activities necessary to conduct the referendum election with the Supervisor of Elections for Brevard County.

SECTION 8. That in the event that the charter amendment proposed by Section 4 of this ordinance is approved by an affirmative vote of a majority of votes cast by the electors of the City of Melbourne, Florida at the November 3, 2026 election, then: (1) the codifier is directed to incorporate the amendments stated in Section 3 of this ordinance into the Charter of the City of Melbourne; and (2) the City Clerk is directed to promptly file a true copy of this ordinance with the Florida Department of State, as required by Section 166.031, Florida Statutes.

SECTION 9. Severability Clause. That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 10. Effective Date. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 11. Adoption Schedule. 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. 2026-25



Melbourne City Council
May 26, 2026
City Manager's Item Report

Department:	City Manager's Office
Presenter:	Joan Junkala
Council District:	5
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.17.

Subject:

Discussion on the site selection for Fire Station No. 72 replacement

Background/Consideration:

On October 14, 2025, City Council provided direction for staff to conduct further due diligence on two (2) potential sites for the relocation of Fire Station 72 (FS 72). These sites included a privately-owned commercial site located on Sarno Road west of Wickham Road and the previously proposed location at Jimmy Moore Park. On April 28, 2026, City Council provided consensus for staff to explore a third site, comprised of three privately-owned commercial parcels, located on Sarno Road east of Wickham Road.

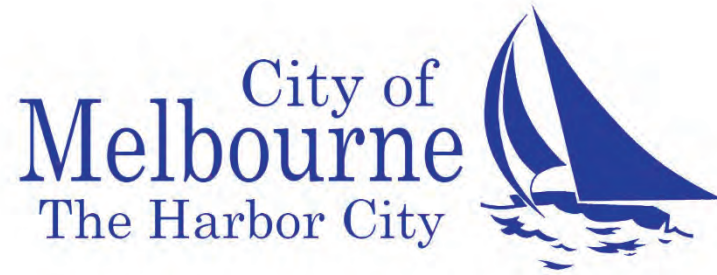
The attached site report includes site mapping and identification, analysis of available environmental documentation and permitting requirements, fill planning, identification of site planning considerations, traffic impacts and response time analysis, identification of potential land acquisition costs and other related information pertinent to the development and construction of a replacement fire station.

Fiscal/Budget Impact:

There is no fiscal impact.

Requested Action:

City Council discussion and direction to staff regarding the location of Fire Station No. 72 replacement.



Site Assessment Report
Fire Station No. 72 Replacement

Prepared by:

City Manager's Office, Fire, Engineering, and Community Development Departments

to be presented to City Council on May 26, 2026

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Introduction & Scope

The document serves to provide additional preliminary due diligence on three (3) potential sites for the future replacement of Fire Station 72, which is located at the southeast corner of Wickham and Sarno Roads within Jimmy Moore Park. On October 14, 2025, City Council directed staff to conduct further due diligence on two (2) sites, a privately-owned site located on Sarno Road west of Wickham Road and the previously proposed location at Jimmy Moore Park. On April 28, 2026, City Council provided consensus for staff to explore a third site, which was previously presented during the October 14, 2025 regular Council meeting. This site is located on Sarno Road east of Wickham Road.

Fire Station No. 72 (FS 72) was built in 1966. This station was originally built to support a much smaller community and to house only three (3) fire personnel. Present staffing includes five (5) fire personnel, one (1) fire engine, and a five-ton brush truck. Upon completion of the new station, it will house a minimum of eight (8) personnel and three (3) fire apparatus (one fire engine, one heavy rescue, and one brush truck). Future staffing models suggest this station should be sized to house 10 to 12 personnel and four (4) apparatus. The existing structure has been remodeled multiple times over several decades; however, the building footprint has not changed. Current call volumes and projected development have proven the current site, and configuration is no longer able to provide the level of service that is warranted.

The site assessment includes site mapping and identification, analysis of available environmental documentation and permitting requirements, fill planning, identification of site planning considerations, traffic impacts and response time analysis, identification of potential land acquisition costs and other related information pertinent to the development and construction of a replacement fire station.

Overview of Site Considerations

Exhibit A provides a quick glance at the location of three (3) parcels identified as potential options for the replacement of FS 72. Additional details for each site are further outlined in this document.

Minimum Site Standards

Acceptable locations for the replacement of Fire Station No. 72 must be able to accommodate the construction of a facility that meets the following standards:

- 2021 NFPA 1500 Standards for Fire Stations

- Designed to withstand 170-mph wind speed requirements
- Provide four (4) engine bays to accommodate current and future apparatus
- Sized to accommodate a 50-year expected lifespan, including future expansion
- Sized to accommodate staff privacy consistent with changes in professional staffing of the station.

Emergency Response Timing

As part of the siting process the replacement FS 72 must be located to ensure an average response time of less than six (6) minutes and ideally less than five (5) minutes to satisfy the City's commitment to meeting national standards. The current response time provided from Fire Station No. 72 is less than five (5) minutes.

While there is growth occurring west of Wickham Road and within the response area of FS 72, as depicted in Exhibit B, more than 70 percent of the calls for service from Fire Station No. 72 occur to locations east of the Wickham Road corridor. Additionally, the average apparatus response speed is approximately 30-35 mph or 44 feet-per-second. This allows City staff to estimate and compare response times between the existing and proposed locations. Impacts to response times based on proposed sites can be estimated using the current observed call response splits using Wickham Road as the center point of the response area.

The City of Melbourne is currently working to obtain Emergency Vehicle Preemption (EVP) capabilities for use in all City's fire apparatus. This system is primarily a software-based method for providing preferential traffic signal coordination for emergency response vehicles to reduce response times. Generally, EVP will reduce the overall transit times in an emergency response; however, the actual anticipated reductions in average response will vary based on the local roadway network and cannot be observed until implemented. The City of Melbourne Fire Department anticipates that this technology will help reduce response system-wide but the estimated reduction in time is still to be determined.

Future Development & Other Site Conditions

As part of this assessment, City staff explored several factors that may need to be considered, to include future development, wetlands, brownfields, costs related to dirt/fill, and the like; however, the impacts of these factors cannot be quantified into specific impacts for each site at this time.

The City is aware of proposed development and entitled development projects within the Fire Station No. 72 response area. The new fire station is intended to represent a long-term investment in the community and is being sized and ideally located to accommodate future and proposed development projects. A substantial area of undeveloped land exists within the western portions of Fire Station No. 72's response

area. Exhibit B outlines development projects currently in the land development process or recently entitled. Upon receipt of the certificate of occupancy, these development projects will increase the number of calls that occur in the western response areas, which could cause an overall shift to response time averages. Similarly, redevelopment within the response area, specifically redevelopment proposing higher intensity/higher density could similarly increase the number of calls and cause shifts in the average response times for Fire Station No. 72.

As part of staff's review of each site, the City has identified and outlined additional considerations related to the conditions of the site, to include whether the site has existing water and sewer, existing or mitigated wetlands, the existence or perceived existence of brownfields contamination, and other factors such as soils condition or gradation requiring the need for additional dirt/fill to stabilize the site for construction – all of which can add additional costs and time to the development of a site for the purpose of a fire station. The details of each site are outlined in the pages to follow.

Site #1 – “Boozer” Property

Site Location & Description

This subject parcel is located approximately 1,400-feet west of the existing City of Melbourne Fire Station No. 72 on the north side of Sarno Road. The subject site is identified as Parcel ID 27-36-24-00-11 (Tax Account 2703576). The parcel is approximately 2.6 acres in size and is located along to Sarno Road, adjacent to the private driveway connection that services the American Muscle Car Museum and the Club 52 site.

This parcel is owned by the Otto S Boozer Revocable Trust and currently listed for sale with an asking price of \$1,080,000. In November 2025, the City received an appraisal of \$1 million, which includes a deduction of \$140,000 for wetland mitigation costs related to approximately 1.22 acres of wetlands on the northern portion of the parcel. This deduction assumes that the geotechnical survey indicates that the wetlands are mid-quality and isolated and not more substantial requiring additional mitigation costs. The appraiser notes the valuation employs a hypothetical condition that 100% of the subject land is usable after mitigation and therefore, does not include a deduction for the cost of such mitigation, to include soil removal, soil replacement, or site engineering and permitting costs.

The current Future Land Use is Heavy Commercial and zoning is C-P (Commercial-Parkway). A fire station is permitted in the C-P zoning district.

Refer to Exhibit C – Site #1 for a detailed map.

Environmental Site Conditions

In accordance with the City’s Real Property Acquisition Policy #310, the City shall perform adequate due diligence on the parcel prior to purchase, including obtaining an appraisal and commissioning a Phase I ESA to identify any potential sources of contamination that may be present. Through the RPC’s brownfields assessment grant, the City requested a Phase I ESA be performed. The Phase I ESA Report was received on October 17, 2025 revealing RECs due to proximity of ‘dredged material dewatering activities’ on a nearby site and recommended a Phase II ESA. In October 2025, the City again utilized the RPC’s grant to conduct a Phase II ESA, which was initially delayed until January 2026 due to the furlough of U.S. Environmental Protection Agency (EPA) staff. The Phase II ESA is still underway; however, preliminary findings note none of the soil or groundwater results exceed State regulatory standards. The final report is expected at the end of May/beginning of June 2026.

As depicted in Exhibit C, the subject site provides aerial photography that indicates potential wetlands and/or hydric (unsuitable) soils may be present at this site. In

accordance with Policy #310, wetland delineation and geotechnical testing of the site prior to purchase shall be performed to determine presence of unsuitable soils and the extent of the soil replacement that would be required to develop the site. On January 7, 2025, the City received the final preliminary geotechnical / subsurface exploration report, which identified unsuitable soils, including organic muck and groundwater levels encountered at depths ranging from 1.1 to 3.7 feet below the ground surface. To be developable, the City would be required to dewater, excavate, fill and compact the site for the building footprint and paved areas. Additional exploration will be required prior to development of the site.

Due to existing wetland and soils conditions, mitigation will be required prior to development of the site. This earthwork will increase time and cost of construction and involve both permitting and application times, in addition to potential direct mitigation bank credit purchase costs of approximately \$75,000 - \$100,000 per acre of mitigated area. Wetland delineation will be required to determine actual acreage to be mitigated but staff estimates the wetland area is approximately 1.25 acres.

Traffic & Response Time Considerations

This subject parcel is located on the north side of Sarno Road, approximately 1,400 feet west of the intersection at Wickham Road. Average response times from this location could be expected to increase, or deteriorate, by approximately 23 seconds.

This location moves the emergency vehicle egress driveway further away from the intersection at Wickham Road and Sarno Road, which ensures that intersection traffic movements do not interfere with the safe departure of a fire apparatus from the site.

Additionally, depending on the density or intensity of development in the area, traffic signalization could be triggered at the intersection of Sarno Road and Porcella Avenue.

Water & Sewer

There are water and sewer in close proximity to the site; however, the sanitary sewer main would need to be extended east approximately 350 feet to the site for the property to be developed, estimated to be to be approximately \$90,000 above and beyond construction costs and impact fees for water and sewer. Additionally, the City will need to obtain an easement from the adjacent property owner to the east to connect to Lift Station 45.

The replacement of FS 72 may trigger an upgrade to Lift Station 15 due to limited capacity for new development. The estimated cost to upgrade Lift Station 15 is \$2 million. This project is not currently programmed in the City's Capital Improvement Plan nor a budgeted project.

Other Site-Specific Considerations

If a fire station is developed on the subject site, staff recommend that the emergency vehicle egress driveway be aligned with Porcella Avenue. While the primary driveway exit is expected to align with Porcella Avenue, the return driveway for fire apparatus is expected to require a separate drive that allows for property turning radius. The City would need to negotiate with Wal-Mart or the property owner of the American Muscle Car Museum / Club 52 for a shared driveway access agreement, an easement, or acquire additional acreage to accommodate an entrance drive. The additional cost for such is unknown at this time and would be required as part of any further due diligence on the site.

This parcel is currently vacant and zoned for commercial use. Any acquisition and development of this site by the City for the purposes of a fire station would remove this parcel from consideration for private commercial development and therefore, eliminate the opportunity for the City to realize any property tax revenue associated with the development of this site.

As the previously proposed plans were designed based on the Jimmy Moore Park site, a redesign of the site plan and building footprint at this location is projected to take approximately nine (9) weeks and cost \$154,500, to include a topographic survey and wetland delineation. Additional geotechnical investigations, wetland application and permitting assistance, preparation of construction documents, permitting and bidding is estimated to be \$598,500. These activities total \$741,500.

Site #2 – Jimmy Moore Park

Site Location & Description

This subject site is located on the northeast corner of Jimmy Moore Park, immediately east of the existing City of Melbourne Fire Station No. 72. The subject site is identified as parcel ID 27-37-19-00-501 (Tax Account 2720641).

This parcel is owned/controlled by the City of Melbourne and is located at Jimmy Moore Park. The portion of land under consideration falls in the northwest corner of the parcel immediately adjacent to Sarno Road and backs up to a drainage canal abutting the perimeter of the Park. The total site is 13.44 acres. The proposed development area for the replacement of Fire Station No. 72 is 3.31 acres and includes the fire station building footprint (16,994 SF), stormwater, parking for Fire personnel as well as additional public parking spaces to eliminate illegal parking in the right-of-way on Sarno Road. The total estimated cost for construction is \$11,950,000. Per the consultant, the City should consider a minimum 5% construction escalation factor per year. This estimate does not include furniture, fixtures, and equipment. The plans previously presented at the July 8, 2025 regular Council meeting also included future phases, to include demolition of the existing fire station and subsequent parking improvements, new playground equipment, ADA restroom building, and other amenities. Please note that the City has programmed \$400,000 for a replacement playground. The demolition of the existing fire station and subsequent installation of additional parking improvements, to include 50 public parking spaces, four 16'x16' pavilions and sidewalks is anticipated to cost \$1 million, which is not currently part of any project nor programmed in the budget.

The current Future Land Use (FLU) is Recreation and zoning is I-1 (Institutional). A FLU Map Amendment from Recreation to Public/Institutional Land would be required for the portion of the Park to be used as a fire station. Under the current zoning, institutional uses such as a fire station are permitted by right.

Refer to Exhibit D – Site #2 for a detailed map.

Environmental Site Conditions

This subject parcel has been under municipal control for more than 60 years and has not been used in a manner which would have potentially contaminated the site. As such a Phase I ESA is not necessary. Additionally, wetlands have not been identified within the proposed development footprint and unsuitable soils are not anticipated on the site.

Traffic & Response Time Considerations

This subject parcel is located on the south side of Sarno Road approximately 1,100-feet east of the intersection at Wickham Road. Average station response times could be expected to decrease, or improve, response time by 10 seconds.

This location moves the emergency vehicle egress driveway further away from the intersection at Wickham Road and Sarno Road, which ensures that intersection traffic movements do not interfere with the safe departure of a fire apparatus from the site.

Water & Sewer

As presented by PGAL and Allen Engineering, the design drawings show that new sanitary manhole and connection will be made to existing 8" sanitary sewer on the south side of Sarno Road providing for a new 6" PVC sanitary service line feeding the site. Water service would require a directional bore under Sarno Road connecting to new 6" water line to an existing 12" cast iron water main. The cost to connect to water and sewer is included in the estimated construction costs.

The replacement of FS 72 may trigger an upgrade to Lift Station 15 due to limited capacity for new development. The estimated cost to upgrade Lift Station 15 is \$2 million. This project is not currently programmed in the City's Capital Improvement Plan nor a budgeted project.

Other Site-Specific Considerations

At the July 8, 2025 Regular Council Meeting, as part of a Future Land Use Map Amendment, City staff proposed this subject site as the future location for the replacement of Fire Station No. 72. Following public input from adjacent residents regarding the relocation, building size and height, and perceived loss of green space within Jimmy Moore Park, Council denied the FLU Map Amendment rendering the proposed project site moot.

On October 14, 2025, City Council authorized staff to explore this option further, identify opportunities to address the residents' concerns, to include the loss of green space and reduction in the building footprint and height, to name a few.

On April 20, 2026, the City held a community meeting to discuss opportunities to address concerns expressed by the residents. Staff presented opportunities to activate other areas of the park and provide enhanced amenities, to include replacement of existing playground equipment, bocce ball, cornhole, checkerboard table, tether ball, and workout stations. Staff also proposed removing the enclosed training stairwell and reducing the building footprint to remove the bay displaying the antique fire truck and/or reduce the size of the educational training room. During the community meeting, residents continued to express concerns regarding loss of green space, noise, decrease

in the value of the homes, noted the amenities proposed were not for kids, concerns related to stormwater drainage and runoff, and flooding.

While residents expressed concerns related to the proposed station creating additional stormwater issues within their residential subdivision, the proposed improvements would result in a stormwater system that serves as a single system encompassing all improvements.

A redesign of the site plan and building footprint at this location is projected to take approximately six (6) weeks and cost \$65,500. Additional geotechnical investigations, preparation of construction documents, permitting and bidding is estimated to be \$576,000. These activities total \$641,500.

As this parcel is currently owned by the City and exempt from property taxes, the reconfiguration and redevelopment of the site would not have adverse impacts to future property tax revenues.

Site #3 – “Bell” Property

Site Location & Description

The subject site originally proposed to City Council on October 14, 2025 comprised of two (2) parcels located immediately north and east of the existing City of Melbourne Fire Station No. 72. The subject site was identified as a combination of two (2) parcels 27-37-19-00-258 and 27-37-19-00-258.1 (Tax Accounts 2720403 & 2720404 respectively). The two (2) parcels are 1.81 acres and 2.6 acres in size and are adjacent to each other. During the April 28, 2026 regular Council meeting, City Council directed staff to explore the availability of these two parcels along with a third parcel (parcel ID 27-37-19-00-254.1 / tax account 2720399 totaling 1.82 acres) for a combined acreage of 6.23 acres.

These parcels are owned by Don Bell Incorporated and Bell, Wid T. While the properties are not currently listed for sale, the property owner’s representative noted that the owner received a verbal offer of \$5-5.5 million in 2023. The owner’s representative noted that there are no available appraisal, geotechnical report, or environmental site assessments. While the owner’s representative was agreeable to the City conducting an appraisal by a licensed appraiser, it was noted that the geotechnical and environmental assessments could be conducted during the due diligence period, should the City enter into a purchase contract with the seller. On April 30, 2026, the City commissioned an appraisal, which is expected to be completed by end of May.

The current Future Land Use is General Commercial, allowing for institutional use, such as a fire station. The zoning is C-2 (General Commercial), and a fire station is permitted use. However, given the total acreage, a site plan would require approval by the Planning & Zoning Board and City Council.

Refer to Exhibit E – Site #2 for a detailed map.

Environmental Site Conditions

Of the subject site, two parcels (parcel IDs 27-37-19-00-258 and 27-37-19-00-258.1) have historically been used for construction and demolition services and debris/trash hauling businesses. As depicted in Exhibit E, a review of the aerial photography, and known uses of the site, staff can confirm the site is used for outdoor storage and staging of equipment, vehicles and containers. Parcel 27-37-19-00-254.1 is a vacant unimproved parcel depicting wetland conditions across the entirety of the site.

In accordance with the City’s Real Property Acquisition Policy #310, the City shall perform adequate due diligence prior to acquisition of this parcel, to include an appraisal and a Phase I ESA to identify any potential sources of contamination that may be present. Through the RPC’s brownfields assessment grant, the City could have a Phase

I ESA performed, which could take approximately 3-6 months. If the Phase I ESA identifies Recognized Environmental Conditions, a Phase II ESA, providing soil sampling and testing, will be warranted. The City could again utilize the RPC's grant to perform this assessment, which could take an additional 6 months approximately. If contaminants are present on site, remediation methodology and costs would then be determined but are generally quite costly and will significantly delay construction.

As depicted in Exhibit E, the subject site provides aerial photography that indicates potential wetlands and/or hydric (unsuitable) soils may be present at this site. In accordance with Policy #310, wetland delineation and geotechnical testing of the site prior to acquisition shall be performed to determine presence of unsuitable soils and the extent of the soil replacement that would be required to develop the site. This report is estimated to take approximately 3-6 months but could run concurrent with the Phase I ESA.

If wetland and poor soils conditions are confirmed, mitigation will be required prior to development of the site. This earthwork will increase time and cost of construction and involve both permitting and application times, in addition to potential direct mitigation bank credit purchase costs of approximately \$75,000 - \$100,000 per acre of mitigated area. Wetland delineation will be required to determine actual acreage to be mitigated but staff estimates the wetland area is approximately 2 acres.

Traffic & Response Time Considerations

This subject parcel is located on the north side of Sarno Road approximately 800-feet east of the intersection at Wickham Road. Average station response times could be expected to decrease, or improve, response times by approximately 7 seconds.

This location moves the emergency vehicle egress driveway further away from the intersection at Wickham Road and Sarno Road, which ensures that intersection traffic movements do not interfere with the safe departure of a fire apparatus from the site.

Water & Sewer

There is currently City water serving this site; however, the cost to bring sanitary sewer to the site is estimated to be \$120,000 above and beyond construction costs and impact fees for water and sewer. Additionally, the City may need to obtain an easement from the adjacent property owner, which is currently unknown.

The replacement of FS 72 may trigger an upgrade to Lift Station 15 due to limited capacity for new development. The estimated cost to upgrade Lift Station 15 is \$2 million. This project is not currently programmed in the City's Capital Improvement Plan nor a budgeted project.

Other Site-Specific Considerations

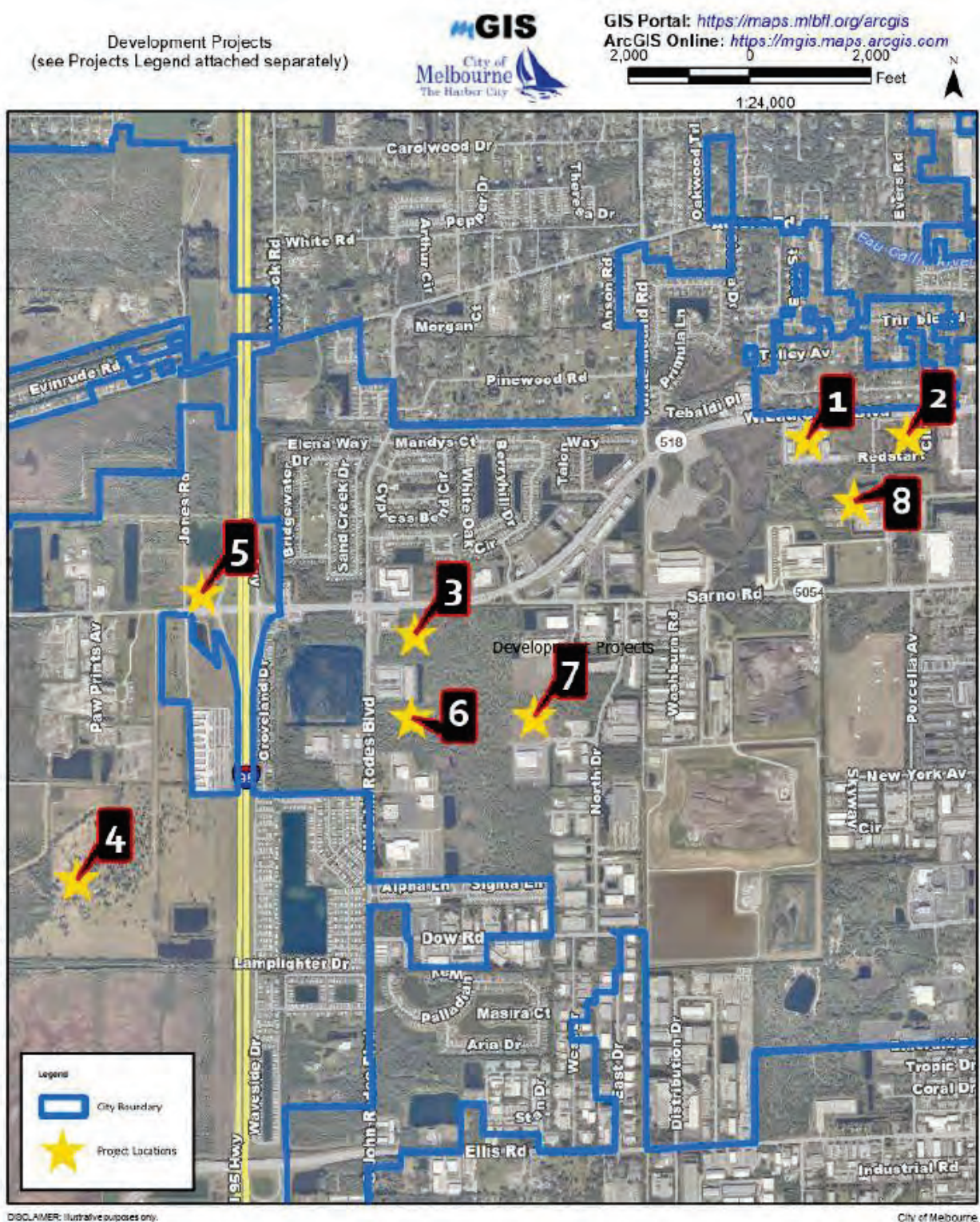
This parcel is currently zoned for commercial uses. Any acquisition and redevelopment of this site by the City for the purposes of a fire station would remove this parcel from consideration for private commercial redevelopment and therefore, eliminate the opportunity for the City to realize any property tax revenue associated with the redevelopment of this site.

There is one active case (CE#2025-00181), which includes two lots owned by Don Bell Incorporated. The case cited inoperable vehicle / recreational equipment and nuisance outside storage – both prohibited by City Code. The complaint was received in March 2025 and has been an active case since. The case was scheduled for hearing on November 12, 2025 and the Code Board issued a Finding of Violation with the requirement to comply by March 10, 2026 (approx. one year). While minor progress was noted in January 2026, violations remain. The City received a request by the property owner on March 12, 2026 for an extension to comply by April 21, 2026. The Code Board granted the extension during their March 17, 2026 meeting. The property owner was observed to have been making some progress, so staff recommended and Code Board authorized another extension to June 2, 2026 during the April 22, 2026 board meeting.

Exhibit A - Potential Sites for Fire Station No. 72 Replacement



Exhibit B - Development Projects



Map legend on the next page.

EXHIBIT B (continued) - MAP LEGEND

PROJECT #	PROJECT NAME	LOCATION	NUMBER OF UNITS or Gross SF	Timing/ Status
1	The Preserve at Melbourne	1280 Dunlin Drive	240 units Multi-Family Residential	Built
2	Eau Gallie Boulevard Apartments	3205 West Eau Gallie Boulevard	240 units Multi-Family Residential	under construction
3	Eau Gallie Town Centre	4429 West Eau Gallie Boulevard/ 801 North John Rodes Boulevard	600 units Multi-Family Residential	under review
4	Eagle Preserve	4905 West Eau Gallie Boulevard	577 Single-Family Lots 800± units future Multi-Family Residential	under review
5	Westside Commons	NW corner of I-95 and West Eau Gallie Boulevard	250 units Multi-Family Residential plus Restaurants & Hotel	under review
6	Harbour Logistics	705 North John Rodes Boulevard	154,000 SF 376,000 SF Distribution/Warehousing	site plan approved
7	Digital Light HVAC & Boat/RV Storage	4050 Digital Light Drive	55,555 SF HVAC building 147-storage bays	construction plan review
8	Club 52	1100 North Wickham Road	37,000 SF parimutuel facility and restaurant	under review

Exhibit C - Site #1 Location & Wetlands Map

Site #1
 Parcel ID 27-36-24-00-11
 Tax Account 2703576



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

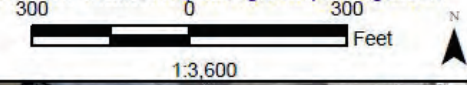


Exhibit D - Site #2 Location & Wetlands Map

Site #2
 Parcel ID 27-37-19-00-501
 Tax Account 2720641



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

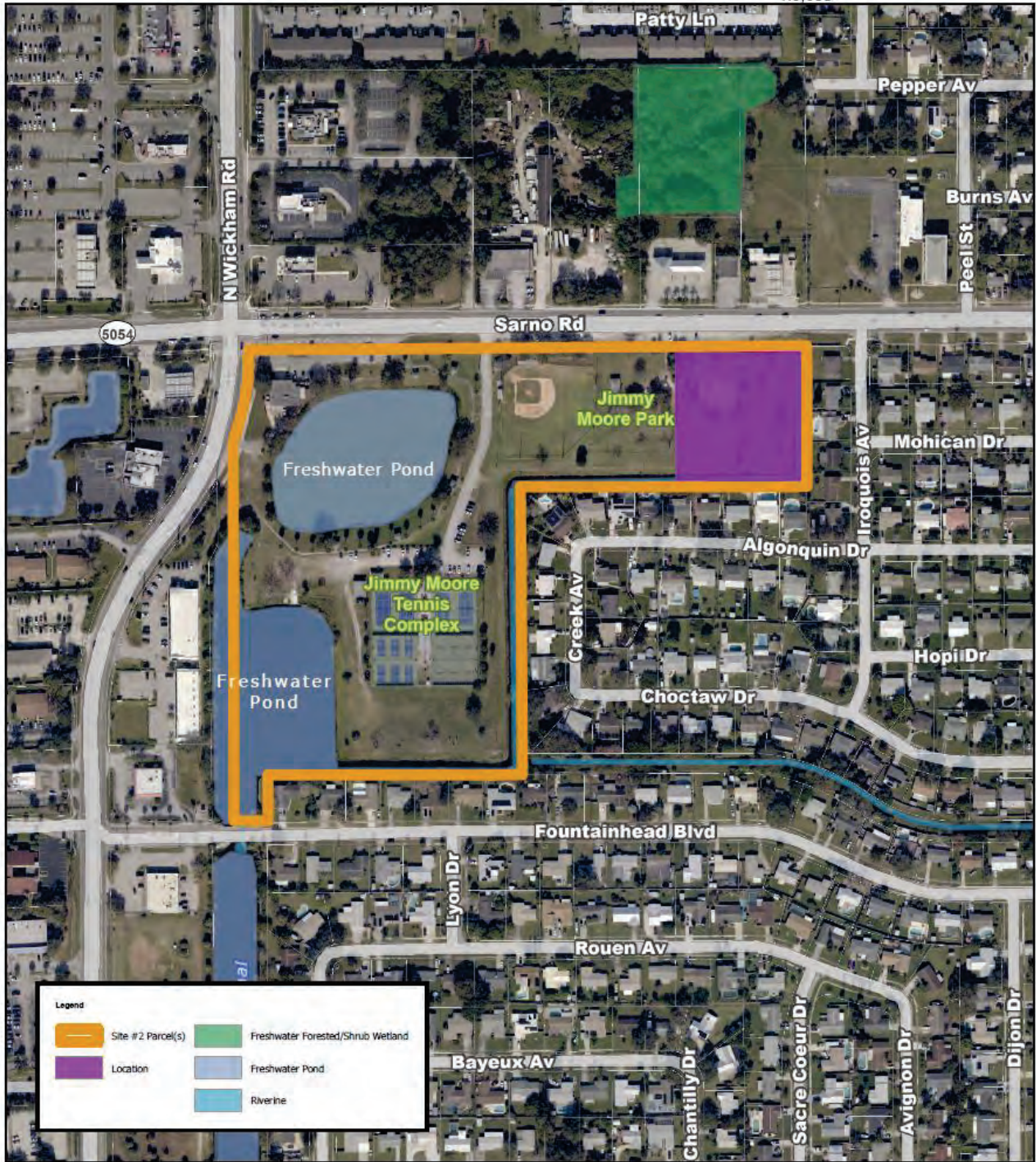
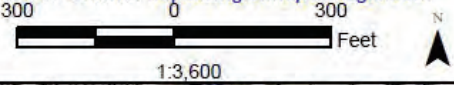
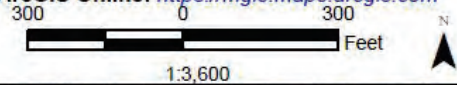


Exhibit E - Site #3 Location & Wetlands Map

Site #3
 Parcel IDs 27-37-19-00-258,
 27-37-19-00-258.1, & 27-37-19-00-254.1
 Tax Accounts 2720403, 2720404, & 2720399



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



Legend	
	Site #3 Parcel(s)
	Freshwater Forested/Shrub Wetland
	Freshwater Pond
	Riverline

From: [Sue French](#)
To: [SM-City Hall](#)
Subject: Buildings
Date: Tuesday, April 21, 2026 1:09:56 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

First the police needed a larger building, so the city chose to move from the building on Apollo to a new building on NASA. Leaving a perfectly good building empty.

Now the fire department needs more space, so you decide to take a park that is dedicated to a former policeman if I recall correctly, and a park where children, parents grand and great grandparents have played sports, learned to swing etc.

Shame on all of you. My husband and I moved our family out of city limits, because of these shenanigans only to get annexed into the city not by any choice at all on our part. We were never asked whether we wanted it or not.

Susan French
Resident since 1974 in Brevard
Previously Miami Dade

From: [heritagesigns](#)
To: [SM-City Hall](#)
Subject: Please pass to ladies 4/20 fire house discussion
Date: Wednesday, April 22, 2026 10:12:15 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ladies, another location to consider for the fire house might be the CLOSED social security lot on Wickham.

The engines would not have to cross traffic to go north on wickham too.

Thank you, Terri

Sent from my Galaxy



Melbourne City Council
May 26, 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.18.

Subject:

Council discussion regarding volunteer advisory board member term limits.

Background/Consideration:

At the April 28, 2026 regular Council meeting, City Council had a lengthy discussion on several topics related to the City's volunteer boards. One topic related to the terms of board members. Following discussion, Council expressed consensus for staff to explore opportunities to reduce term lengths of all volunteer board members. The basis for this action would be to give City Council more frequent opportunities to review and consider the reappointment of existing board members.

The memo dated May 8, 2026 from the City Clerk (included in the agenda package) outlines staff's recommendations prior to having Council consider a wide-sweeping ordinance to amend the terms of all board members. At the May 12, 2026 regular Council meeting, Vice Mayor Julie Kennedy requested a discussion item on the matter be scheduled.


Fiscal/Budget Impact:

Requested Action:

Council discussion.

Memorandum



To: Mayor and City Council
From: Kevin McKeown, City Clerk 
Date: May 8, 2026
Subject: Terms of Volunteer Board Members

At the April 28, 2026 regular City Council meeting, City Council had a lengthy discussion on several topics related to the city's volunteer boards. One topic related to the terms of board members and following discussion, Council expressed consensus for staff to explore opportunities to reduce term lengths for all volunteer board members. The basis for this action would be to give City Council more frequent opportunities to review and consider the reappointment of existing board members.

Currently, members of volunteer boards serve the following terms, and the legal reference for each term is listed below. For information, the terms of members of the Code Enforcement Board and Melbourne Housing Authority as set by Florida Statute.

2-Year Terms

General Employees' Pension Plan Board of Trustees (*Sec. 44-275(a)*)
Olde Eau Gallie Riverfront CRA Advisory Committee (*Sec. 20-204(b)*)
Police Officers' Retirement Trust Fund Board of Trustees (*Sec. 44-221(a)*)

3-Year Terms

Beautification and Energy Efficiency Board (*Sec. 2-204*)
Citizens' Advisory Board (*Sec. 2-236*)
Code Enforcement Board (*F.S. 162.05*)
Historic and Architectural Review Board (*Sec. 2-429(f)*)
Melbourne Downtown CRA Advisory Committee (*Sec. 20-94(a)*)
Melbourne Economic Enhancement District Advisory Committee (*Sec. 2-384(b)*)
Planning and Zoning Board (*Sec. 2-327(b)*)
Zoning Board of Adjustment (*8.04(7), City Charter, and Sec. 2-418(1)*)

4-Year Terms

Firefighters' Pension Plan Board of Trustees (*Sec. 44-165(a)*)
Melbourne Housing Authority (*F.S. 421.05(1)*)

5-Year Terms

Affordable Housing Advisory Committee (*Sec. 2-171(b)*)

Should Council desire to amend the terms of any of the remaining volunteer boards, and ordinance would be required. It is worth noting that reducing the terms of volunteer boards would result in more frequent agenda items to appoint/reappoint board members.

Upon further consideration of this idea, I recommend some administrative changes be implemented before a wide-sweeping ordinance to amend the terms of all boards is considered. Such changes would include:

- Strengthening communication between volunteer board support staff and the City Clerk's Office to more quickly identify attendance or other issues with volunteer board members.
- Conducting training with chairs/vice chairs of volunteer boards to clarify excused versus unexcused absences.
- Developing an administrative policy to create a clear process for staff to follow in instances where a volunteer board member is either not attending meetings regularly or is engaging in business outside of the scope of the duties of their respective board.

My recommendation is that staff pursue the administrative changes above for the remainder of the 2026 calendar year and following the start of the new year, report back to Council on any issues or concerns that would warrant taking the next step of reducing the terms of all board members.

Please reach out to my office if you have any questions or would like to discuss this topic further.

Thank you.

c: City Manager
Deputy City Manager
City Attorney