



## **City of Melbourne, Florida City Council Agenda**

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

**July 14, 2026, 6:30 PM**

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

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

### **A. OPENING**

1. **Invocation**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
  - a. Proclamation declaring July 26, 2026 as "Mangrove Day"
  - b. Proclamation recognizing the 100th anniversary of St. John Missionary Baptist Church
  - c. Proclamation declaring July 2026 as "Parks and Recreation Month"
5. **Approval of Minutes** - June 9, 2026 Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

### **B. UNFINISHED BUSINESS**

8. **Ordinance No. 2026-26, Zoning Text Amendment CB-OZ Extension Request:** (Second Reading/Public Hearing) An ordinance amending City Code, Appendix B, Article V, Section 3(B) Central Business Overlay Zone, extending the zone for 4.25 acres. (Applicant - Kelly Delmonico, Land Development Strategies) (P&Z Board - 5/21/2026) (First Reading - 6/9/2026)

### **C. NEW BUSINESS**

9. Task Order No. DRMP-U-2025-003 to the Continuing Contract for Professional Consulting Services for the Croton Road Reclaimed Water Main Extension, Project No. 34122, DRMP, Inc., Merritt Island, FL - \$179,625.
10. Task Order No. DRMP-U-2025-004 to the Continuing Contract for Professional Consulting Services for the Lift Station No. 12 Force Main Replacement, Project No. 32324, DRMP, Inc., Merritt Island, FL - \$197,075.
11. Task Order No. CDM-09 to the Professional Services Agreement for the Hydrogeologic and Engineering Services for Water Production Wellfield Improvements for the Design of Production Well No. 8, Project No. 31323, CDM Smith, Inc., Maitland, FL - \$437,235.
12. Task Order No. IEG-U-2025-001 to the Continuing Contract for Professional Consulting Services for the Inflow and Infiltration Study for the Grant Street Water Reclamation Facility Collection System, Project No. 37026, Infrastructure Engineering Group, LLC, Indian Harbour Beach, FL - \$500,000.
13. Amendment No. 1 to the professional engineering services contract with PGAL, Inc. for the Fire Department Needs Analysis and Station Design, Project No. 10321, PGAL, Inc., Houston, TX - \$183,000.
14. **CONSENT AGENDA:**
  - a. Purchase of roof replacement for the Water Production Actiflo Building, Project No. 31124, Hamilton Roofing, Inc., Malabar, FL - estimated amount of \$111,731.33.
  - b. Purchase of LED streetlight heads for the Facilities Division, Graybar Electric Company, Inc., Melbourne, FL — estimated annual cost of \$175,000.
  - c. Purchase of two Class 8 dump trucks for the Streets Division, Cumberland International, Orlando, FL - total amount of \$349,881.36.
  - d. Continuing Contract for Professional Engineering Services for the Stormwater Master Plan, Project No. 20026, Geosyntec Consultants, Inc., Titusville, FL.
  - e. Purchase of Professional Services to implement ESRI Utility Network and data migration, True North Geographic Technologies, LLC, Murfreesboro, TN - \$241,500.
  - f. Interlocal Agreement with Brevard County for the Save Our Indian River Lagoon Local Infrastructure Surtax.

- g. Professional Engineering Services selection for the Downtown Core Streetscape Project and authorization to negotiate a contract with Kimley-Horn & Associates, Inc., Melbourne, FL.
  - h. Agreement for medical physicals and scans for the Fire Department, Life Scan Wellness Centers, Tampa, FL - \$120,254.
  - i. Agreement for Legal Services regarding non-party discovery matter with Dean, Ringers, Morgan & Lawton, P.A. of Orlando, FL.
  - j. **Resolution No. 4421:** A resolution authorizing the City Manager to submit a grant application to the Florida Department of Transportation, High Visibility Enforcement Program.
  - k. **Resolution No. 4422:** A resolution providing for a change in the September 2026 City Council regular meeting schedule.
15. **ITEMS REMOVED FROM THE CONSENT AGENDA**
16. **Lien Rescission No. CE#2023-0112:** (Public Hearing) Recommendation from the Code Enforcement Board that the lien balance amount of \$1,250 not be reduced for the cited respondents and property located at 2442 Empire Avenue. (Cited Respondent(s)/Current Owner(s): James & Sheila Teele) (Applicant: James Teele)
17. **Ordinance No. 2026-27 (AV2026-0003):** (First Reading/Public Hearing) An ordinance to abandon and vacate a public alley right-of-way located at 1710 Stockton Street.
18. **Ordinance No. 2026-28 (AV2026-0005):** (First Reading/Public Hearing) An ordinance to abandon and vacate a 12-foot-wide unimproved public alley right-of-way that runs through the applicant's property located at 22 E. New Haven Avenue.
19. **Ordinance No. 2026-29 (AV2025-0007):** (First Reading/Public Hearing) An ordinance vacating a portion of the 15-foot-wide public utility easement that encompasses the building on the parcel with conditions at 1000 N. Wickham Road.
20. **Resolution No. 4423:** A resolution authorizing an Agreement of Purchase and Sale between the City of Melbourne and Otto S. Boozer, as Trustee of the Otto S. Boozer Restated Revocable Trust Agreement, for property located on Sarno Road and west of Wickham Road, Melbourne, FL for Fire Station No. 72, Project No. 10321 - \$1,000,000 plus closing costs.

21. **Resolution No. 4424:** A resolution amending Building Division fees (as part of the schedule of miscellaneous development fees adopted by Resolution No. 4356).

**D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS**

**E. ADJOURNMENT**

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

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

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

**City of Melbourne, Florida**  
**Minutes – Regular Meeting Before City Council**  
**June 9, 2026**

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

**A. OPENING**

1. The invocation was given by Council Member Mimi Hanley.
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                 |
| Justice Stevens    | Assistant City Clerk          |
| Rebecca Thibert    | Assistant to the City Manager |

4. Proclamations and Presentations

The Mayor presented a volunteer milestone of service award to Thomas Saam for 20 years of service on the Code Enforcement Board.

Additionally, the Mayor presented a proclamation declaring June 2026 as “Faith, Family and Responsibility Fatherhood Month” to Michael Stover, Director of Valor Media, Pastor Ben Bowman of Reformation Bible Church and Jason Storms, Director of Operation Save America and another proclamation declaring June 2026 as “Men’s Health Awareness Month” to Council Member Marcus Smith.

5. Approval of Minutes – May 26, 2026 Regular Meeting

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

6. City Manager’s Report

City of Melbourne, Florida  
Minutes - Regular Meeting of the City Council  
June 9, 2026

City Manager Jenni Lamb noted that at previous Council meetings, she has asked for Council's approval to award time off to employees at city moral boosting events. She noted that there is an upcoming event for employees and she requested approval to award a total of 24 hours of administrative time off. There were no objections from City Council.

7. Public Comments

Ruth Kaufhold, Palm Bay, invited the Mayor and Council to attend the Liberty Bell Museum's Flag Day event on Sunday, June 14, 2026 at 6:00 p.m.

**B. UNFINISHED BUSINESS**

8. **Ordinance No. 2026-24, Certificate of Engineering Construction Completion:** (Second 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) (First Reading - 5/26/2026)

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

Moved by Neuman/Smith for approval of Ordinance No. 2026-24 based upon the findings contained in the Planning & Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

9. **Ordinance No. 2026-25:** (Second 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. (First Reading - 5/26/2026)

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

Moved by Neuman/Smith for approval of Ordinance No. 2026-25. The roll call vote was:

Aye: Bassett, Smith, Neuman, Kennedy and Alfrey

Nay: Hanley and LaRusso

Motion carried.

City of Melbourne, Florida  
Minutes - Regular Meeting of the City Council  
June 9, 2026

**C. NEW BUSINESS**

10. Work Order No. 26-01 to the contract for Asphalt and Milling Annual Resurfacing Program for the Longwood Subdivision Road Resurfacing and Restoration, Project No. 64324, V.A. Paving, Inc., Cocoa, FL - \$1,800,000.

City Engineer James Ennis reported that the roadway surfaces within the Longwood Subdivision have been determined to be at the end of their life. Geotechnical testing was performed and determined that Chappara Drive, Chappara Court, Alamo Place, Oakbrook Place, Maple Leaf Place, Woodsmill Drive north of Alamo Place, Longwood Boulevard north of Oakbrook Place and Village Park Drive north of Oakbrook Place require black base installation in addition to resurfacing due to the condition of the base. The remaining streets within Longwood Subdivision will receive standard two-inch mill and resurfacing. This work order includes 2.7 miles of roadway resurfacing, of which, base repairs are required for 1.65 miles of the total resurfacing area.

The contractor will have 270 days following Notice of Commencement to complete the work included within this work order.

Vice Mayor Julie Kennedy noted her appreciation for this project. She also asked if the money going into this project was already allocated. Mr. Ennis replied yes.

Council Member Mark LaRusso asked if the city's new consultant has looked at this project. Mr. Ennis noted that it has not, but it was previously identified as a part of the work program. Mr. LaRusso asked if Mr. Ennis was comfortable with this project since it has not been run past the new consultant. Mr. Ennis responded yes due to the road failing.

Mrs. Lamb noted that this area has already been identified as a concern.

Vice Mayor Kennedy asked if the street at in the front of the community is also failing. Mr. Ennis noted that the base rock in this area is still together and he is confident it will not fail like the section that is going to be redone.

Moved by Kennedy/LaRusso for approval of Work Order No. 26-01 to the contract with V.A. Paving, Inc., Cocoa, FL for the Longwood Subdivision Road Resurfacing and Restoration, Project No. 64324, in the not-to-exceed amount of \$1,800,000. Motion carried unanimously.

11. **CONSENT AGENDA:**

- a. Purchase of playground equipment and turf surfacing for Southwest Park, Project No. 70126, Playmore West, Inc., Fort Myers, FL - \$397,137.40.
- b. Fifth Amendment to the Purchase Agreement for Temporary Staffing Services, AUE Temporary Staffing, Inc., Melbourne, FL - annual estimated cost of \$1,050,000.

City of Melbourne, Florida  
Minutes - Regular Meeting of the City Council  
June 9, 2026

- c. Application (Request for Inclusion) to the Florida Department of Environmental Protection, Bureau of Water Facilities Funding under the State Revolving Fund for Grant Street Water Reclamation Facility Improvements.
- d. **Resolution No. 4419:** A resolution calling for a general municipal election to be held November 3, 2026; electing three Council Members, one each from Districts Two, Four and Six; calling for a special run-off municipal election in the event of a tie between two candidates for any seat; calling for a referendum to be held on the same date in accordance with Ordinance No. 2026-25; providing that the resolution shall serve as the city's notice of election required by Section 22-3 of the City Code; and authorizing the City Clerk to coordinate with the Brevard County Supervisor of Elections to conduct the election.

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

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

13. **Ordinance No. 2026-26, Zoning Text Amendment CB-OZ Extension Request:** (First Reading/Public Hearing) An ordinance amending City Code, Appendix B, Article V, Section 3(B) Central Business Overlay Zone, extending the zone for 4.25 acres. (Applicant - Kelly Delmonico, Land Development Strategies) (P&Z Board - 5/21/2026)

Attorney Conely read the ordinance by its title. Community Development Director Cindy Dittmer reported that the CB-OZ is an overlay zone that was established in 2014 to protect and enhance the core areas of Downtown Melbourne CRA and the Olde Eau Gallie Riverfront CRA (excluding the Art Overlay Zone). The original intent of the creation of the CB-OZ was to apply a different set of development and design standards that had been impediments to redeveloping properties within community redevelopment districts. Some of these standards relate to smaller parking space allowances, reduced required parking for residential uses, maximum setback requirements along main corridors, lessened setback requirements for properties not zoned C-3, an additional floor of building height allowance, and a bonus allowance for outdoor seating without a parking requirement. All of these allowances were intended to facilitate more redevelopment, and they have been successful in providing flexibility and allowing more redevelopment projects to occur.

A private property owner within the proposed expansion area is requesting to expand the CB-OZ boundary. The proposed zoning code amendment extends the CB-OZ boundary for 11 parcels totaling 4.25± acres, located along the northern boundary of the Downtown Melbourne Community Redevelopment Agency (CRA). The properties are all zoned C-1 or C-2 with Mixed Use or General Commercial Future Land Use. Currently, the CRA and CB-OZ boundary is a sawtooth pattern

City of Melbourne, Florida  
Minutes - Regular Meeting of the City Council  
June 9, 2026

along Lincoln Avenue. The proposed expansion will extend the boundaries of the overlay zone north to Fee Avenue, from Waverly Place to the FEC railroad.

The CB-OZ expansion area is in the Midtown Activity Center (MAC), allowing 30 units per acre and a floor to area ratio of 2.0, if the property has a Mixed-Use Future Land Use. The current CB-OZ area is all within the Downtown Melbourne Activity Center (DMAC), as it follows the CRA boundaries and allows 100 units per acre and a floor to area ratio of 6.0, if the property has a Mixed-Use Future Land Use. The expansion of the CB-OZ will not change the activity center in which the properties are located, so these properties will have less density and floor to area ratio allowances than permitted in the DMAC. However, the properties will still gain the flexible development standards.

Staff is in support of the request to expand the CB-OZ. Properties in this area have had difficulty redeveloping and the expansion of the overlay zone should assist those efforts. Additionally, there is on-street public parking available on Waverly Place and Lincoln Avenue, and the area is zoned C-1 and C-2, which is a similar zoning pattern to areas located within the existing CB-OZ.

On May 21, 2026, the Planning and Zoning Board voted unanimously to recommend approval of the proposed amendment.

Mr. LaRusso noted his support for this item and thanked staff for their work on this item.

Mr. Smith asked if there were any other activity centers in the city. Mrs. Dittmer noted there are two others, the Midtown Activity Center, Platt Ranch Activity Center, Eau Gallie Activity Center and the Downtown Melbourne Activity Center.

Mr. Neuman also noted his support for this item and thanked staff for their hard work.

The Mayor opened the public hearing.

Kelly Delmonico, Land Development Strategies, was available for any questions and noted that the business she is representing for this project is also available for any questions.

Ethan Packey, 635 E. New Haven Ave., shared his support for this item.

Moved by Neuman/Bassett for approval of Ordinance No. 2026-26, based upon the findings contained in the Planning & Zoning memorandum. Motion carried unanimously.

14. Community Development Block Grant (CDBG) Fiscal Year 2026-2027 Annual Action Plan. (Public Hearing)

City of Melbourne, Florida  
Minutes - Regular Meeting of the City Council  
June 9, 2026

Housing and Urban Improvement Manager Abby Johnson reported that the Action Plan for the program year beginning October 1, 2026 outlines the projects and activities the city will undertake using Federal FY 2026-2027 CDBG funds. Additionally, the plan provides supporting narratives, geographic description of the distribution of funds, homeless/special needs activities and other actions the city will take to comply with grantor requirements.

Six agencies applied for funding for public services that covered services for many areas of need and populations. Five agencies passed the threshold review and were considered for eligible for funding under the Public Services category. The level of need and competition for the grant funds continues to rise, and the ranking of applications based upon completeness, funding need, expansion of previously funded programs, and past performance is a large factor in the funding recommendation.

The four recommended public service programs cover both youth and adult services, ranging from after-school/summer camp programs to assistance with housing and case management. The two recommended public facilities and improvement projects are for a Restroom Project (construction) at Riverview Park and the Providence Place: Freezer (Hibiscus Boulevard) / Building Improvements Morningside Drive. The proposed housing activity funding supports the Homeowner Housing Accessibility Program. The funding is proposed for four public service activities - \$88,335; two public facility and improvement projects - \$383,257.24; Program Administration costs - \$122,261; and one Housing Activity, Homeowner Housing Accessibility Program- \$17,451.76.

The total CDBG funding amount of \$611,305 and the Action Plan were advertised on May 7, 2026, for public comment for a period of 30 days. No comments have been received to date.

The Funding Recommendation Committee met on March 23 and 25, 2026, and the Citizens' Advisory Board (CAB) recommended approval of the CDBG funding recommendations at their April 6, 2026, meeting, with the allowance for staff to make adjustments as needed if the HUD changed the allocation amount.

The Mayor opened the public hearing.

Jeff Njus, 17 E. Hibiscus Ave., was available for any questions.

Mayor Alfrey asked for an update from Mr. Njus on the Providence Place Connects facility. Mr. Njus noted that they are in progress and the new building should be completed by June of 2027. He also noted that Providence Place has closed on their Fee Ave. property.

Mr. Smith thanked the Housing Division for attending the latest asset mapping meeting with the community.

City of Melbourne, Florida  
Minutes - Regular Meeting of the City Council  
June 9, 2026

Moved by Neuman/Smith for approval of the projects and activities for Federal FY 2026-2027 CDBG funding within the Annual Action Plan, authorization to execute all necessary documents, and authorization to execute the Subrecipient Agreements for four public services activities with the non-profit organizations and Memorandum of Understanding (MOU) with Engineering for non-public services. Motion carried unanimously.

15. HOME Investment Partnership Program (HOME) Fiscal Year 2026-2027 Annual Action Plan. (Public Hearing)

Ms. Johnson reported that Melbourne's total HOME allocation for FY 2026-2027 is \$250,359.29. The proposed HOME Action Plan funds: the Community Housing Development Organization (CHDO) set-aside at 15%, in the amount of \$37,553.89; Homeowner Occupied Hurricane Hardening Program in the amount of \$100,000; Homeowner Occupied Accessibility Program in the amount of \$87,769.48; and the associated administrative costs for the City of Melbourne at \$18,601.69 and Brevard County at \$6,434.23.

The Action Plan was advertised on May 7, 2026 for public comment. A public hearing before City Council is the final step in the process. The 30-day public comment period expires on June 6, 2026. No comments have been received to-date.

The Funding Recommendation Committee reviewed the applications on March 23 and 25, 2026. The Citizen Advisory Board approved the Committee's funding recommendations for the HOME FY 2026-2027 Action Plan at its meeting on April 6, 2026.

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

Moved by LaRusso/Neuman for approval of the proposed activities for Federal FY 2026-2027 HOME funding within the Annual Action Plan and authorization for the City Manager to submit for inclusion in the Brevard County HOME Consortium's Consolidated Action Plan for FY 2026-2027. Motion carried unanimously.

16. **Resolution No. 4420:** A resolution adopting second quarter budget recommendations for the City's Fiscal Year 2025-2026 budget.

Financial Services Director Ross McGinn reported that each quarter, staff reviews the city's budget in comparison to actual revenue collections and expenditures in order to track the progress of the financial condition of the city. Mr. McGinn provided a report that covers activity from October 1, 2025 to March 31, 2026 and includes staff observations on financial trends and details regarding recommended budget modifications. This report can be found in the agenda package.

City of Melbourne, Florida  
Minutes - Regular Meeting of the City Council  
June 9, 2026

Mr. McGinn noted that this resolution recognizes revenue and expenditure adjustments as described in the budget report. The budget impact is a net increase of \$3,712,729.

Mr. LaRusso asked if the city is losing money since it is not growing. Mr. McGinn responded yes.

Mr. Neuman noted that he requested information from Mr. McGinn about the money available for the paving plan. He shared that there is still \$667,000 for this plan.

Moved by Neuman/LaRusso for approval of Resolution No. 4420. Motion carried unanimously.

17. Discussion of the proposed property tax constitutional amendment.

Mrs. Lamb introduced the item and Mr. McGinn presented the impact to the city's revenue as well as potential impacts that will need to be considered in future budgeting. More specific details can be found in the agenda package.

Mr. LaRusso noted that he does not want to see any money taken out of the IT budget. Ms. Hanley shared her support for Mr. LaRusso's statement.

Ms. Bassett asked if the fire assessment fee would cost the same for every home in the city. Mr. McGinn noted that a study would have to be done before determining the amount being charged. Ms. Bassett asked if this would cover the loss of revenue completely. Mr. McGinn noted that ideally this would cover the loss of revenue, but a survey would still need to be done to verify that.

Mr. Smith asked if there are any other fees that need to be updated like the Stormwater Utility Fee. Mr. McGinn noted that the fire assessment fee and stormwater utility fee would be the only ones.

Mrs. Lamb noted that the Stormwater Utility Fee was originally created for water quality, however this fee does not cover all of the maintenance that is needed so the rest of the funds comes from the general fund.

Mr. Smith stated that it would be smart to raise or add these fees to help the city if the cuts do occur.

Ms. Hanley asked what the benefit of increasing the stormwater utility fee would be when it comes to the general fund. Mr. McGinn noted that this fee would keep from having to subsidize the general fund.

Discussion continued.

Ms. Hanley asked for an approximate time to do the study for the stormwater utility fee or fire assessment fee. Mrs. Lamb noted that she does not have the exact time

City of Melbourne, Florida  
Minutes - Regular Meeting of the City Council  
June 9, 2026

frame, but if Council waits until February to start the survey it will be too late. Mr. McGinn noted that an estimate for this kind of study would be around \$250,000.

Mr. LaRusso commented that there are many areas being subsidized by the General Fund and the city should be capping those items.

Mr. McGinn continued his presentation. Mayor Alfrey noted that he wants to avoid closing any city parks.

Attorney Conley reported that the Florida Legislature passed CS/HJR 1-F on Tuesday, June 2, 2026 to place a proposed constitutional amendment regarding homestead exemptions for property taxes on the November 2026 ballot. The proposed amendment: increases the homestead exemption from \$50,000 to \$150,000 beginning January 1, 2027, and to \$250,000 beginning January 1, 2028; requires the Legislature to establish a schedule for the full elimination of homestead property taxes; excludes school district levies from the increased exemption; reduces the cap on annual assessment increases for non-homestead properties from 10% to 5%; allows property tax revenue to fund operations of county and municipal governments, including constitutional county officers, county commissions, city governments, and expenditures approved by local elected officials, unless a specific expenditure is prohibited by state law; and requires new Florida residents (after January 1, 2027) to wait five years before qualifying for the increased exemption.

Additionally, Attorney Conley presented information on Section 106.113, Florida Statutes, as it is applicable to the city and its elected officials, and the limits placed on the use and expenditure of public funds to communicate with electors regarding the referendum item.

Ms. Hanley noted that she was asked by an organization to speak on this topic. Attorney Conley noted that Ms. Hanley can attend an event to discuss this topic as long as it is not in an official city capacity pushing for the community to vote yes or no.

Mr. LaRusso explained his concern with city employees looking for other jobs that may provide more incentives than Melbourne will be able to if this bill passes.

Mr. Neuman discussed his thoughts and shared that Indian River County gave their bus system to a non-profit organization, and it has been successful. He noted that he would like to look into utilizing partnerships with non-profits to keep our parks open, but having the non-profit maintain the facility. Mrs. Lamb noted that staff can look into this idea.

Ms. Hanley asked if staff can provide the costs to perform the fire assessment fee study and stormwater utility study. Mrs. Lamb noted that staff will bring this back at the next Council meeting.

City of Melbourne, Florida  
Minutes - Regular Meeting of the City Council  
June 9, 2026

Mrs. Lamb also noted that staff had already determined the stormwater utility fees needed to be looked at.

Mr. Smith provided some examples to bring in revenue.

Mayor Alfrey expressed his opinion that Council needs to provide ideas to staff to increase revenue if that is what they desire.

Mr. Neuman asked what the timeline would look like to implement these revenue changes. Mrs. Lamb noted that some items can wait, but some cannot like the studies that may need to be done to implement these fees.

Mayor Alfrey asked Attorney Conley if there is a way to ask the community what they would be willing to give up with the loss of this revenue. Attorney Conley noted that there would be no issue with providing the facts to the community about this bill if it passes and the cuts to choices that are going to be made if it passes.

18. Discussion of City of Melbourne Fiscal Year 2026-2027 budget.

Mr. McGinn presented the status of the city's major funds as well as potential impacts that are under consideration during the budget preparation process. This information can be found in the agenda package.

Mr. McGinn also recommended dates for the Budget Special Meeting and Public Hearings. This year, Brevard County will be holding its public hearings on Melbourne's regular Council meeting dates in September, so it is recommended that the city's public hearings and regular meetings be moved to Wednesday, September 9, at 5:30 p.m. and Wednesday, September 23, beginning at 5:30 p.m., with the regular meeting immediately following. It is recommended that the Budget Special Meeting be scheduled on Wednesday, July 29, at 5:30 p.m. It is at the Special Meeting where the tentative millage rate is adopted for inclusion in the Property Appraiser's Truth-in-Millage notices that will be mailed to property owners in August.

Mr. Smith shared his support for Mr. McGinn's ideas.

Mr. Neuman asked if Council chose not to do the rollback, is there any scenario that could offset the revenue that would be missing. Mr. McGinn noted that this would only create a onetime fix.

Mr. LaRusso stated that he would like to see Council agree with cutting items that are being subsidized by the General Fund.

Discussion continued.

Council expressed consensus for the schedule change of the September 2026 Budget Public Hearings and City Council Meetings to Wednesday, September 9, at 5:30 p.m. and Wednesday, September 23, beginning at 5:30 p.m., with the

City of Melbourne, Florida  
Minutes - Regular Meeting of the City Council  
June 9, 2026

regular meeting immediately following. Council also approved the Budget Special Meeting to be scheduled on Wednesday, July 29, at 5:30 p.m.

Mr. Smith noted that he will not be in attendance at the July 29<sup>th</sup> Council Meeting.

19. Consideration of the City's proposed 2026-2027 Federal Legislative Priorities.

Mrs. Lamb reported that at the April 28, 2026 City Council meeting, Ms. Hanley requested that staff and City Council develop federal legislative priorities. The goal is to set priorities related to federal funding and federal programs in anticipation of Ms. Hanley's and Mr. Smith's attendance at the Federal Action Strike Team (FAST) Fly-In on June 23-24, 2026.

The city's proposed 2026 federal legislative priorities for City Council's consideration is provided in the agenda package. This list, which consists of broad statements and proposed projects, represents a starting point for City Council's discussion.

Mr. Neuman asked to place a priority on the list that would help find funding for the Downtown Eau Gallie parking garage project. Council shared consensus to add this to the list.

Council expressed consensus for the list of priorities.

20. Travel authorization to attend the Melbourne Regional Chamber of Commerce's 2026 Community Leadership Retreat, September 10-12, 2026 in Jupiter, FL and making a finding that the event serves a valid public purpose.

Assistant City Clerk Justice Stevens reported that Council Member Mimi Hanley has expressed interest in attending the Melbourne Regional Chamber's 2026 Community Leadership Retreat, September 10-12, 2026 at the Wyndham Grand Jupiter at Harbourside Place.

Council Policy #36 relates to the Mayor and Council's travel and per diem budget. The policy provides pre-authorization for the Mayor and City Council to attend events within Brevard County that are sponsored by the Space Coast League of Cities, the Economic Development Commission and the Space Coast Chamber of Commerce based on a finding that attendance at these events serves a valid public purpose. The 2026 Community Leadership Retreat is being held in Jupiter, FL located within Palm Beach County. Therefore, City Council approval of the expenditure is required.

Concurrent with Council authorization, the City Council shall also make a finding that the travel serves a valid public purpose as the purpose of the retreat directly relates to collaboration with the Space Coast Chamber of Commerce and discussing "issues and opportunities that impact and shape the economy and quality of life on the Space Coast."

City of Melbourne, Florida  
Minutes - Regular Meeting of the City Council  
June 9, 2026

Following discussion, Council Members Smith, Neuman and Hanley requested to attend this event.

Mr. LaRusso requested that this item be moved to a future agenda so that more information can be provided to Council about what the membership with the Space Coast League of Cities consists of.

Council expressed consensus to move this item to the July 28 City Council meeting.

Discussion continued.

21. Board Appointments

a. Beautification and Energy Efficiency Board

The floor was open to nominations. Ms. Hanley nominated Tyler White and Daniel Talbot. Mr. Neuman nominated Hunter Benninger.

The roll call vote was (Council voted for two):

Daniel Talbot: Hanley and Bassett

Tyler White: Hanley, LaRusso, Smith, Neuman, Kennedy and Alfrey

Hunter Benninger: Bassett, LaRusso, Smith, Neuman, Kennedy and Alfrey

Moved by Neuman/Alfrey to appoint Hunter Benninger and Tyler White as a alternate members. Motion carried unanimously. (Terms: Benninger and White – June 9, 2026 through February 12, 2028, unexpired three-year terms)

b. Historic and Architectural Review Board

Moved by Neuman/Alfrey to appoint Kate Broderick, Dianne Baumert-Moyik and LuAnn Moyer as regular members. Motion carried unanimously. (Terms: Broderick – June 9, 2026 through June 30, 2028, unexpired three-year term; Baumert-Moyik and Moyer – June 9, 2026 through June 30, 2027, unexpired three-year term.)

c. Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee

Moved by LaRusso/Alfrey to reappoint Thomas Richards and Justin Jennings as regular members and appoint Edilene Johansson as a regular member. Motion carried unanimously. (Terms: Richards and Jennings – June 12, 2026 through June 11, 2028, two-year term; Johansson – June 12, 2026 through June 11, 2028)

**D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS**

City of Melbourne, Florida  
Minutes - Regular Meeting of the City Council  
June 9, 2026

Mr. Neuman reminded Council of the Fourth of July Parade that is upcoming and invited them to ride on the city's antique fire truck during the parade.

Ms. Bassett noted that she attended the Spirit of Giving event with the Police Foundation.

Ms. Hanley read Council a text message that she received from a pastor that shared his apologies for a comment that was directed at her earlier in the meeting.

Mr. Smith noted that he attended the latest Melbourne Resources Collaborative meeting and shared some information on what they have been presenting. He also asked staff to research options for beautifying Veterans' Memorial Park.

Ms. Hanley asked staff to research a state grant that would fund the acquisition of artwork for the lobby of City Hall. Mrs. Lamb noted that she will meet with Ms. Hanley to discuss more details when she has more information on the grant.

Mr. Smith reminded Council that a couple members still owe money to the Space Coast League of Cities for the Joint Breakfast that took place at the Florida League of Cities Annual Conference.

Mr. LaRusso thanked staff for their work on completing the first ADA compliant city playground.

Vice Mayor Kennedy noted that she attended the Good Morning Space Coast Breakfast on the Florida Tech campus. She also noted that her good for the week is the old Boston Market in her district is currently being constructed into a bank. Vice Mayor Kennedy also asked for Council's support in opposition of a Brevard County property being rezoned. She noted that due to the traffic and flooding that would come with the construction that may occur on the property with this zoning change, it would cause more harm than good.

Mayor Alfrey noted that this property would also have to come to Melbourne City Council as a pre-annexation, as the property would need the city's water and sewer. He reported that in this area, the city does not have the infrastructure for the project, and a traffic light would likely need to be placed at Aurora Road and Turtle Mound Road. He noted that he would like to provide a letter noting Council's consensus against this project. Council expressed consensus for this letter and having members of Council attend Brevard County's upcoming meeting on this project

**E. ADJOURNMENT**

The meeting adjourned at 10:23 p.m.

City of Melbourne, Florida  
Minutes - Regular Meeting of the City Council  
June 9, 2026

/s/ Justice Stevens, Assistant City Clerk – July 6, 2026

Approved by Council:

## **Memorandum**

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

---

### **Upcoming Events:**

- The Budget Workshop Special Meeting will be held on Wednesday, July 29, at 5:30 p.m. It is at this Special Meeting where the tentative millage rate is adopted for inclusion in the Property Appraiser's Truth-in-Millage notices that will be mailed to property owners in August. Council's individual budget briefings have been scheduled between July 17 - 24.

### **Retirements:**

- Winston Forbes, Maintenance Worker I, on July 31, 2026, after 17 years of service.

## **CITY MANAGER'S ACTIVITY REPORT MAY 2026**

For Activity from May 1 to May 31, 2026

### **Purchases Approved by the City Manager**

- Renewal of HxGN EAM Enterprise software maintenance, Intergraph Corporation, Hexagon ALI, Madison, AL - \$60,093.66.
- Purchase and installation of exterior doors at the Sherwood Pool Facility, A. Thomas Construction, Inc., Fort Pierce, FL - estimated cost of \$27,450.
- Purchase of a replacement dashpot for a slanted disc check valve for the Water Production Division, Fluid Control Specialty, Sanford, FL - estimated cost of \$24,035.
- Purchase of two (2) advanced green police service canines suitable for dual-purpose patrol and detection, High Drive K-9, Inc., Belton, South Carolina - total amount \$25,000.
- Purchase of Pure Storage Evergreen Gold plus Pure Storage Chassis annual support and maintenance renewal, Presidio Networked Solutions, Orlando, FL - \$58,346.64.
- Renewal of Tenable One Security solution, DG Technology Consulting LLC, Tampa, FL - \$ 21,235.
- Increase funds to an existing Purchase Order in the amount of \$8,500 for additional concrete work at Eddie Lee Taylor, Sr. Pool from Palm Bay Concrete & Materials - Melbourne, FL - total amount \$21,100.
- Increase funds to an existing Purchase Order in the amount of \$2,000 for gas to heat Sherwood Pool from Florida City Gas, Doral, FL - total amount \$17,000.
- Purchase of two new submersible pumps for the Lift Station Operations Division - F.J. Nugent & Associates Inc., Longwood, FL - estimated amount \$56,000.
- Purchase of computer equipment from Dell Marketing LP, Round Rock, TX - \$59,132.67.
- Renewal of the city's archiving software through Smarsh, Inc., Tempe, AZ - \$69,101.
- Purchase of a High Service Rotating Assembly for the Water Production Division, Barney's Pumps Inc., Lakeland, FL - estimated cost of \$39,125.
- Renewal of Veeam Backup for Microsoft 365, SHI, Somerset, NJ - \$18,333.
- Renewal of Veeam Data Platform Advanced Universal Subscription License, SHI, Somerset, NJ - \$34,398.72.
- Utilization of the city-wide Concrete Contract for replacement of existing drainage inlets with new tops, Project No. 14222, A. Thomas Const. Inc, Fort Pierce, FL - \$100,000.
- Purchase and installation of concrete cart path for hole #3 at Crane Creek Reserve Golf Course, A. Thomas Construction, Inc., Ft. Pierce, FL - \$39,788.
- Purchase replacement furniture for Joseph N. Davis Community Center - Interior Fusion, Melbourne - \$43,239.
- Approval to increase annual spending by \$20,000 for concrete for the Streets Division, Preferred Materials, Melbourne, FL - estimated annual spend \$50,000.
- Purchase of 20 driving range mats and 22 mesh steel dividers for Harbor City Golf Course, Project No. 70026, BSN Sports, Dallas, TX - \$18,940.58.

## Engineering Activity

### Consultant Task Orders

- **Task Orders Approved by City Manager**
  - o Modular Building Topographic Survey, Project No. 39526, TO No. DRMP-S-2025-017, consists of providing professional surveying consulting services which consists of a partial topographic survey of the City's Utility yard, DRMP, Inc., \$7,315.00.
  - o Public Works PEMB Structural Assessment Services, Project Nos. 10425 & 35024, TO No. DRMP-C-2025-006, site inspection and preparation of an assessment report outlining the findings and recommendations by subconsultant, TLC Engineering Solutions.
- **Task Orders Approved by City Engineer**
  - o None.

### Development Plan Approvals

- **Substantially Approved Plans (Pending Pre-construction Meeting)**
  - o LAI-KWAN-JIMENEZ, ENGR2024-0010, New parking area and required landscaping.
  - o Jackson Street 10-Plex, ENGR2024-0017, Construction of 10 multifamily buildings with associated parking, utilities and stormwater management system.
  - o The ABC Company, ENGR2025-0002, Construction of 67,200 Sf of warehouse with associated site improvements.
  - o VFW 4206 Parking Expansion, ENGR2025-0004, A parking lot expansion and stormwater upgrades for the existing building to provide additional parking. There are no proposed structural changes or utilities changes to the existing building. There is no existing permit for Stormwater treatment for the existing site. Tree preservation has been maximized to the fullest extent feasible.
  - o View Apartments, ENGR2025-0006, The proposed improvements consist of a 115 Foot tall 10-story, 246-unit multifamily building with multistory parking garage with four parking decks. This will require a conditional use approval for the additional height.
  - o Dairy Queen, ENGR2025-0016, 2495 N. Wickham Rd.
  - o Walmart 1702 EV Charging Station Install, ENGR2025-0022, Installation of EV chargers in parking lot. Requires restriping of existing parking stalls for new EV charging stalls, transformer and switchgear.
  - o Staging Area at 3143 Skyway Cir, ENGR2024-0034, Construction of a 4,800 SF semi-pervious pavers, open grid style with 40% surface opening staging area.
  - o Chipotle Restaurant, ENGR2026-0004, The redevelopment of an existing carwash into a new single story 2,212 SF restaurant with pick up window.
- **Approved Plans**
  - o None.

### Development Final Inspections

- **Final Inspections**

- o Outdoor storage, ENGR2025-0033, located at 2896 Harper Road.
- o Health First Hanger, ENGR2026-0003, clearing an existing vacant parking lot and constructing a +/- 6,100 SF aircraft hangar with an attached +/- 3,700 SF office building.
- **Certificate of Completions Issued**
  - o 410 Wickham, Autism School, UTIL2025-0001, 4" water supply for new fire sprinkler system in an existing building.
  - o East Eau Gallie Business Center, ENGR2024-0014, This project will be constructed in two phases. Phase I includes demolition of the existing buildings and partial demo of the existing parking lot. Phase I will also include the construction of a 2,425-sf restaurant with pick up window. Phase II will include the construction of a 3,325-sf bank with drive-up ATM.

#### **Capital Improvement Project Final Inspections**

- None this month.

#### **Miscellaneous**

- **Capital Improvement Projects**
  - o **Pre-Construction Meetings**
    - None this month.
- **Total Applications Reviewed**
  - o Permits/Plans: 209
  - o Right-of-Way Permits Approved: 23

#### **Engineering Construction Plan Submittals**

- AT&T Job #A05BVK4, ENGR2026-0024, AT&T proposes to place 1298 feet of conduit in the right-of-way.
- Guava Manor, ENGR2026-0025, This project consists of converting the existing single-family residence located at 1457 Guava Avenue in Melbourne into a commercial property for business use. Proposed site improvements include upgrades to bring the property into compliance with applicable codes, including parking and ADA accessibility enhancements. The site is currently deficient in required parking; However, compliance will be achieved through payment into the city's parking fund. The proposed improvements will result in minimal additional impervious areas, remaining below the threshold for exemption under SJRWMD criteria.
- Florida Teach Parking Lot, ENGR2026-0026, Construction of a new parking area with associated site improvements including sidewalk, and stormwater management system.
- L3 Harris, Corporate Hangar Renovation, ENGR2026-0027, This project is a redevelopment of the L3 Harris Corporate hanger to accommodate larger aircraft. Improvements include the removal and replacement of the existing apron, addition of an apron on the West side of the taxiway and the associated stormwater management improvements to support. No utility connections are proposed as part of this project.
- Nute Medical, ENGR2026-0028, The project consists of the development of 116,287 square foot OR ±2.67 acres on previously undeveloped land. The

proposed development includes the construction of a new 21,420 square foot medical facility. Access will be provided from an existing driveway adjacent property on N. Wickham Rd. Construction will also include associated utilities, parking, drainage and landscaping. Construction material quality and workmanship shall be in accordance with the City, County and FDOT specifications and standards and the manual on uniform traffic control devices.

- Guess What Building, ENGR2026-0029, Construct 8,400 square foot warehouse building with associated parking. Site will be designed with a master storm water system meeting state and local codes.

## Development Activity

### Certificates of Occupancy

- 107 Woodpecker Pl Melbourne FL 32901, Apartments, Midtown Melbourne Apartment
- 907 E Strawbridge Av Melbourne FL 32901, Remodel of first floor, REDLattice
- 1131 General Aviation DR Melbourne FL 32935, Expansion of Existing Hanger, Embraer
- 1401 Highland Av Melbourne FL 32934, Interior Renovations, Jewelry Store
- 5193 N Wickham Rd Melbourne FL 32940, Interior Buildout, Heartland Dental
- 4611 N Wickham Rd Melbourne FL 32935, Restaurant, Culvers
- 2951 Pat McKee Pl Melbourne FL 32940, Car Wash, Tidal Wave Auto Spa

### Internet Statistics

- Users – 52,000
- Pageviews – 131,000

### Water & Sewer Connection Permits

| Inside City         | Water | Sewer |
|---------------------|-------|-------|
| Residential         | 1     | 1     |
| Commercial          | 1     | 0     |
| Outside City        | Water | Sewer |
| Residential         | 9     | 9     |
| Commercial          | 0     | 1     |
| Relinquish Capacity | 0     |       |
| New Connections     | 11    |       |

### Police Services

| Type of Service                    | Number |
|------------------------------------|--------|
| Calls for Service Answered         | 9369   |
| Traffic Contacts                   | 1776   |
| Traffic Citations Issued           | 937    |
| Parking Citations Issued           | 8      |
| General Arrests                    | 235    |
| Narcotics Incident Offense Reports | 97     |
| Narcotics Arrests                  | 80     |

## Code Compliance Services

|                              |      |
|------------------------------|------|
| Fire Prevention Inspections  | 737  |
| Building Inspections         | 1361 |
| Building Permits             | 673  |
| Code Enforcement Inspections | 85   |
| Non-permitted Signage        | 449  |

## Fire Services

|                     |      |
|---------------------|------|
| Residential         | 0    |
| Commercial          | 2    |
| Other               | 14   |
| Mutual Aid          | 1    |
| Rescue              | 1114 |
| Miscellaneous       | 272  |
| Total Fire Services | 1403 |

## Business Tax Receipts Issued

| Business Name                  | Address                                                            | Application Date | Business Type           | Location                              |
|--------------------------------|--------------------------------------------------------------------|------------------|-------------------------|---------------------------------------|
| Carr, April Ann                | 1350 Hickory St<br>Melbourne, FI 32901                             | 9/5/2025         | Physician               | Commercial                            |
| Gnanashanmugam,<br>Swaminadhan | 1350 Hickory St<br>Melbourne, FI 32901                             | 11/5/2025        | Physician               | Commercial                            |
| Fravel, William Scott          | 1270 N Wickham Rd Unit:<br>#49<br>Melbourne, FI 32935              | 11/5/2025        | Physician               | Commercial                            |
| Chumble, Shubhangi<br>Md       | 1350 S Hickory St<br>Finance Unit: Bldg B<br>Melbourne, FI 32901   | 12/11/2025       | Physician               | Commercial                            |
| Acevedo, Paul Md               | 1350 S Hickory St<br>Finance Unit: Bldg B<br>Melbourne, FI 32901   | 12/11/2025       | Physician               | Commercial                            |
| Gj & Cj Services Llc           | 981 E Eau Gallie Blvd<br>#126<br>Indian Harbour Beach, FI<br>32937 | 1/30/2026        | Janitorial Services     | Private Mail<br>Box / Storage<br>Unit |
| City Harbor Al Gp Llc          | 2395 Woodwind Trl<br>Melbourne, FI 32935                           | 2/4/2026         | Apartment               | Commercial                            |
| Anwar Md, Mueez                | 1350 Hickory St<br>Melbourne, FI 32901                             | 2/11/2026        | Physician               | Commercial                            |
| Okpokpo D.O.,<br>Enoemem       | 1350 Hickory St<br>Melbourne, FI 32901                             | 2/11/2026        | Physician               | Commercial                            |
| Sadek, Hounein Md              | 1350 Hickory St<br>Melbourne, FI 32901                             | 3/10/2026        | Business Tax<br>Receipt | Commercial                            |
| Sss Education Inc              | 380 N Wickham Rd<br>Melbourne, FI 32935                            | 4/1/2026         | Business Tax<br>Receipt | Commercial                            |

City Manager's Activity Report  
May 2026

|                                    |                                                               |           |                                      |                                                                |
|------------------------------------|---------------------------------------------------------------|-----------|--------------------------------------|----------------------------------------------------------------|
| Art & Letter Affair Llc            | 2001 Melbourne Ct<br>Melbourne, FI 32901                      | 4/9/2026  | Merchants, Retail<br>And Wholesale   | Commercial                                                     |
| Mary A Myers Music                 | 4073 Bayberry Dr<br>Melbourne, FI 32901                       | 4/13/2026 | Consultants                          | Home Base<br>Business                                          |
| Januszewski, Jessica               | 1428 Valentine St<br>Melbourne, FI 32901                      | 4/15/2026 | Health<br>Practitioner               | Commercial                                                     |
| Testosterone & Co.<br>Llc          | 1428 Valentine St<br>Melbourne, FI 32901                      | 4/16/2026 | Professional Firm,<br>Office, Clinic | Commercial                                                     |
| Angeles, Cristina<br>Mota          | 584 N Wickham Rd Unit:<br>86<br>Melbourne, FI 32935           | 4/17/2026 | Janitorial Services                  | Home Base<br>Business                                          |
| Susan Hair Llc                     | 2030 Canopy Dr<br>Melbourne, FI 32935                         | 4/20/2026 | Beauty Salon                         | Home Base<br>Business                                          |
| Madison Melbourne<br>Owner Llc     | 1023 Gull Ln<br>Melbourne, FI 32901                           | 4/22/2026 | Apartment                            | Commercial                                                     |
| Dibs Air And Heat Llc              | 450 Distribution Dr<br>Melbourne, FI 32904                    | 4/24/2026 | Contractor: Air<br>Conditioning      | Commercial                                                     |
| Liberman, Stuart<br>Noah           | 1350 Hickory St<br>Melbourne, FI 32901                        | 4/28/2026 | Physician                            | Commercial                                                     |
| Bwx Technologies<br>Inc            | 158 N Harbor City Blvd<br>Unit: # 300<br>Melbourne, FI 32935  | 5/1/2026  | Business Office                      | Commercial                                                     |
| Adaptiv Provisions,<br>Llc         | 999 Mobile Food Citywide<br>Melbourne, FI 32901               | 5/4/2026  | Mobile Food<br>Dispensing<br>Vehicle | City Wide<br>(Mobile<br>Vending,<br>Soliciting-<br>Canvassing) |
| Perez, Barbara A                   | 206 Ocean View Ln<br>Melbourne, FI 32903                      | 5/4/2026  | Business Services                    | Home Base<br>Business                                          |
| Neisha Chanel Hair<br>Salon L.L.C. | 274 N Babcock St Unit: C<br>Melbourne, FI 32935               | 5/5/2026  | Beauty Salon                         | Commercial                                                     |
| Coastal Golf Carts<br>Llc          | 880 Mc Clendon St<br>Melbourne, FI 32935                      | 5/5/2026  | Automobile/Recre<br>ational Vehicles | Commercial                                                     |
| Already Packed<br>Travel Llc       | 3439 Poseidon Way<br>Melbourne, FI 32903                      | 5/6/2026  | Travel Agency                        | Home Base<br>Business                                          |
| Nexxis Structural<br>Engineering   | 1435 Highland Av<br>Melbourne, FI 32935                       | 5/7/2026  | Engineer                             | Commercial                                                     |
| Daroszewski, Daniel<br>C           | 175 E Nasa Blvd<br>Melbourne, FI 32901                        | 5/11/2026 | Physician                            | Commercial                                                     |
| Launchpoint321 Llc                 | 221 W. Hibiscus Blvd<br>Unit: Pmb 2055<br>Melbourne, FI 32901 | 5/11/2026 | Photographer                         | Private Mail<br>Box / Storage<br>Unit                          |
| Dhi Title Insurance<br>Company     | 999 Insurance - Citywide<br>Melbourne, FI 32901               | 5/11/2026 | Insurance<br>Company                 | City Wide<br>(Mobile<br>Vending,                               |

City Manager's Activity Report  
May 2026

|                                       |                                                             |           |                                      |                                                                |
|---------------------------------------|-------------------------------------------------------------|-----------|--------------------------------------|----------------------------------------------------------------|
|                                       |                                                             |           |                                      | Soliciting-<br>Canvassing)                                     |
| House Of Brunch Llc                   | 999 Mobile Citywide<br>Melbourne, FI 32901                  | 5/14/2026 | Mobile Food<br>Dispensing<br>Vehicle | City Wide<br>(Mobile<br>Vending,<br>Soliciting-<br>Canvassing) |
| Hrtk Inc                              | 1508 S Harbor City Blvd<br>Melbourne, FI 32901              | 5/14/2026 | Manufacturer                         | Commercial                                                     |
| The Rose View<br>Studio Llc           | 1520 Highland Av<br>Melbourne, FI 32935                     | 5/14/2026 | Beauty Salon                         | Commercial                                                     |
| Ct Warren Electric Llc                | 193 Peregrine Dr<br>Melbourne, FI 32903                     | 5/15/2026 | Professional Firm,<br>Office, Clinic | Commercial                                                     |
| Warren, Charles<br>Thomas             | 193 Peregrine Dr<br>Melbourne, FI 32903                     | 5/15/2026 | Contractor:<br>Electrical            | Home Base<br>Business                                          |
| Margarita Island 6 Llc                | 445 E Eau Gallie Blvd<br>Melbourne, FI 32937                | 5/18/2026 | Restaurants,<br>Cafeterias           | Commercial                                                     |
| Dunne, Zeynep                         | 5193 N Wickham Rd<br>Melbourne, FI 32940                    | 5/18/2026 | Dentist                              | Commercial                                                     |
| The Salty Bean<br>Coffee Company Llc  | 999 Mobile Food Citywide<br>Melbourne, FI 32901             | 5/20/2026 | Mobile Food<br>Dispensing<br>Vehicle | Commercial                                                     |
| Sommer, Guth                          | 1455 Virginia Dr<br>Melbourne, FI 32935                     | 5/20/2026 | Carpet And<br>Upholstery<br>Cleaning | Home Base<br>Business                                          |
| Trinijam Llc                          | 999 Mobile Food<br>Citywide                                 | 5/21/2026 | Mobile Food<br>Dispensing<br>Vehicle | City Wide<br>(Mobile<br>Vending,<br>Soliciting-<br>Canvassing) |
| Salted Bleach Llc                     | 1682 N Harbor City Blvd<br>Unit: 103<br>Melbourne, FI 32935 | 5/27/2026 | Cosmetologist                        | Commercial                                                     |
| The Ideal Street<br>Crepes & More Llc | 999 Mobile Food City<br>Wide<br>Melbourne, FI 32901         | 5/29/2026 | Mobile Food<br>Dispensing<br>Vehicle | City Wide<br>(Mobile<br>Vending,<br>Soliciting-<br>Canvassing) |



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

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

**Subject:**

Zoning Text Amendment (TEXT2026-0003) CB-OZ Extension Request.

**Background/Consideration:**

This is the second reading of an ordinance amending Melbourne City Code, Part III, Appendix B, Article V, Section 3(B) Central business overlay zone as it relates to extending the Central Business Overlay Zone (CB-OZ).

The CB-OZ is an overlay zone that was established in 2014 to protect and enhance the core areas of Downtown Melbourne CRA and the Olde Eau Gallie Riverfront CRA (excluding the Art Overlay Zone). The original intent of the creation of the CB-OZ was to apply a different set of development and design standards that had been impediments to redeveloping properties within community redevelopment districts. Some of these standards relate to smaller parking space allowances, reduced required parking for residential uses, maximum setback requirements along main corridors, lessened setback requirements for properties not zoned C-3, an additional floor of building height allowance, and a bonus allowance for outdoor seating without a parking requirement. All of these allowances were intended to facilitate more redevelopment, and they have been successful in providing flexibility and allowing more redevelopment projects to occur.

A private property owner within the proposed expansion area is requesting to expand the CB-OZ boundary. The proposed zoning code amendment extends the CB-OZ boundary for 11 parcels totaling 4.25± acres, located along the northern boundary of the Downtown Melbourne Community Redevelopment Agency (CRA). The properties are all zoned C-1 or C-2 with Mixed Use or General Commercial Future Land Use. Currently, the CRA and CB-OZ boundary is a sawtooth pattern along Lincoln Avenue. The proposed expansion will extend the boundaries of the overlay zone north to Fee Avenue, from Waverly Place to the FEC railroad.

The CB-OZ expansion area is in the Midtown Activity Center (MAC), allowing 30 units per acre and a floor to area ratio of 2.0, if the property has a Mixed Use Future Land Use. The current CB-OZ area is all within the Downtown Melbourne Activity Center (DMAC), as it follows the CRA boundaries and allows 100 units per acre and a floor to area ratio of 6.0, if the property has a Mixed Use Future Land Use. The expansion of the CB-OZ will not change the activity center in which the properties are located, so these properties will have less density and floor to area ratio allowances than permitted in the DMAC. However, the properties will still gain the flexible development standards.



Staff is in support of the request to expand the CB-OZ. Properties in this area have had difficulty redeveloping and the expansion of the overlay zone should assist those efforts. Additionally, there is on-street public parking available on Waverly Place and Lincoln Avenue, and the area is zoned C-1 and C-2, which is a similar zoning pattern to areas located within the existing CB-OZ.

On May 21, 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. 2026-26, based upon the findings contained in the Planning & Zoning memorandum.

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** Cindy Dittmer, AICP, Community Development Director  
**From:** Cheryl Dean, Planning Manager  
**Re:** **Zoning Text Amendment (TEXT2026-0005) CB-OZ Extension Request**  
**Date:** May 28, 2026

---

### Owner/Applicant/Representative

Applicant – Kelly Delmonico, Land Development Strategies

### Proposed Action

Amend City Code, Part III, Appendix B, Article V, Section 3(B) Central business overlay zone as it relates to extending the Central Business Overlay Zone (CB-OZ).

### Location

This action shall apply to 4.25± acres, containing 11 properties located south of Fee Avenue, west of the FEC Railway and north of Palmetto Avenue.

### History

Following is the history of the Central Business Overlay Zone (CB-OZ):

- 2014: City Council adopted a new overlay zone category, called Central Business Overlay, (FOC-2014-07/Z-2014-1207AD/Ordinance No. 2014-43).
- 2023: City Council adopted changes related to affordable housing development, including adding R-P zoning to the existing CB-OZ special setback allowances (FOC2023-0002/TEXT2023-0003/TEXT2023-0004/Ordinance No. 2023-21).

### Purpose of Establishing CB-OZ - 2014

The CB-OZ is an overlay zone that was established to protect and enhance the core areas of downtown Melbourne and Eau Gallie. For the CB-OZ, City Council adopted a special set of development and design standards to apply to the areas within the Central Business Overlay Zone (CB-OZ). The development and design standards for the CB-OZ build upon the Melbourne zoning and land development regulations. The boundary of the CB-OZ was adopted as the same boundary as the Downtown

Melbourne CRA and the Olde Eau Gallie Riverfront CRA (excluding the Eau Gallie Art Overlay Zone).

## **CB-OZ – Current Allowances**

The adoption of the CB-OZ relaxed certain areas of zoning and land development regulations that were previously viewed as impediments to development within the city's redevelopment areas. Following is a summary of the changes that were adopted with the creation of the CB-OZ:

### Parking

- Size of spaces reduced to 9 feet wide
- Size of drive aisle reduced on case by case basis
- Allowances for off-site parking
- Reduced parking calculation for residential uses
- Elimination of additional parking requirement for changes of use

### Setbacks

- Maximum building setback of 5 feet abutting New Haven Avenue/Highland Avenue
- No building setback stepping required adjacent to residential uses
- 0-foot minimum front building setback in R-P, C-1 and C-2
- 20-foot minimum building setback abutting single family residential

### Height

- In C-1 & C-2, allows 5 floors/60 feet if:
  - Retail projects include residential/office floors
  - 1<sup>st</sup> floor retail on any mixed use project

### Accessory Residential

- Accessory Dwelling Units allowed with single-family residential
- Accessory multi-family units allowed in C-2

### Outdoor Seating Allowance in C-1 & C-2

The CB-OZ has remained unchanged until 2023, when City Council adopted affordable housing changes, adding R-P zoning to the reduced setbacks if located within the CB-OZ. By creating flexible design standards for mixed-use projects that are necessary to grow the urban core of the city, the CB-OZ supports compact development, assists in the design of projects with limited availability of land, and reduces impediments to revitalization in the downtown areas.

## **Proposed Code Amendment:**

The applicant has prepared zoning code text amendment changes to Article V, Section (3)(B), extending the boundary for 11 parcels totaling 4.25± acres, which would allow the properties to utilize the provisions and special allowances within the CB-OZ, such as a reduction in building setbacks, elimination of additional parking for a change of use, allowing an extra floor of height for the development of a true mixed-use project without a conditional use requirement, and allowing multi-family residential dwellings in C-2 zoning as part of a mixed use development.

The applicant identified that that the proposed expansion area *“is fundamentally similar in character and utility to the existing downtown core already contained within the CB-OZ, featuring established on-street public parking and a physical layout that mirrors the current overlay area. By extending the CB-OZ, the city can provide the necessary regulatory flexibility regarding parking and setbacks to allow for more efficient use of the properties and catalyze redevelopment efforts.”*

The proposed overlay zone language will only amend the boundaries by including property located north of Palmetto Avenue, east of Waverly Place, south of Fee Avenue and west of the Florida East Coast Railway right-of-way that is not already located within the Melbourne Downtown Redevelopment Area.

The applicant notified the affected property owners by mail of the proposed amendment and also went door to door to discuss this request. To date, no objections have been received by the applicant or City.

## **Staff Analysis**

The City of Melbourne has prioritized the need for revitalization, especially within the CRAs. With the lessons learned during the economic downturn, developers and financing agencies are dependent upon innovative thinking and cooperative partnerships in order to create and redevelop viable projects that stimulate positive economic change within the redevelopment area.

## **Future Land Use Map and Zoning Map Considerations**

The proposed area for the extension of the CB-OZ is directly adjacent to the Downtown Melbourne CRA/CB-OZ and the boundaries meander through a block that is located both inside and outside of the CRA/CB-OZ. Properties in the proposed CB-OZ are designated with either a General Commercial Future Land Use Map classification or a Mixed Use Future Land Use Map classification with C-1 or C-2 zoning. The proposed area has similar Zoning and Future Land Use patterns consistent with the adjacent properties located within the adjacent CB-OZ.

## **Activity Center Considerations**

The city's Activity Centers need to be considered when determining the impacts on the amount of development that is possible. The Comprehensive Plan identifies the city's future land use map categories and provides for increased density and intensity within the four identified Activity Centers to prevent urban sprawl and to promote alternative transportation options.

The current CB-OZ is located within the Downtown Melbourne Activity Center (DMAC) and the proposed extension area is located within the Midtown Activity Center (MAC). With the identified Future Land Use Map categories in the Comprehensive Plan, the density and intensity thresholds are the same for most future land use classifications. However, the General Commercial Future Land Use Map classification and the Mixed Use Future Land Use Map classification are distinct different in the DMAC and reflect

the promotion of mixed use, urban and compact development in the core downtown area, where the Mixed Use Future Land use permits up to 100 units per acre.

In the MAC, which generally provides a transition from the downtown core area to lower intensity commercial uses and lower density single family residential neighborhoods, the maximum density for the Mixed Use Future Land Use is 30 units per acre. Likewise, for commercial development, the Mixed Use Future Land use permits a Floor Area Ratio of up to 6.0 in the DMAC, while the MAC permits a Floor Area Ratio of 2.0.

Since the proposed expansion area is in the MAC and does not have the higher density and intensity standards permitted in the DMAC, the need is even greater to extend the CB-OZ to incorporate this MAC area in order to have more flexible development standards for revitalization and reduce development barriers for general commercial and mixed-use development.

### **Camps Plat of Melbourne Subdivision Considerations**

This area is part of the Camps Plat of Melbourne Subdivision, which was recorded in 1886 with platted lots of record that are 63.6 ± feet wide. The extension of the CB-OZ would allow for re-development of older platted lot(s) with commercial/mixed use zoning.

### **Summary**

Staff can support the request for the following reasons:

- The proposed boundary would be located along street boundaries, which would eliminate the intermittent, parcel by parcel “in-and-out” pattern of the zone, making the boundary easier to identify the parcels that are located within the CB-OZ.
- There is on-street public parking available on all of the adjacent city streets, except Fee Avenue.
- The area is zoned C-1 and C-2, which is a similar zoning pattern to areas located within the existing CB-OZ.
- Enlarging the zone to the north is a logical extension to support redevelopment efforts and to reduce current development barriers.

### **Planning and Zoning Board Action**

On May 21, 2026, the Planning and Zoning Board voted unanimously to recommend approval of the proposed amendments.

### **Recommendation**

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

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

## Memorandum

**To:** Mayor and Council  
**From:** Chris Adams, Chair, Planning and Zoning Board  
**Re:** **Finding of Consistency (FOC2026-0006) and Zoning Text Amendment (TEXT2026-0003) CB-OZ Extension Request**  
**Date:** May 22, 2026  
**Applicant:** Kelly Delmonico, Land Development Strategies

---

The Planning and Zoning Board, at its regular scheduled meeting on May 21, 2026, reviewed the above-referenced request for approval of a Finding of Consistency and Zoning Text Amendment.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of a Finding of Consistency and Zoning Text Amendment City Code, Part III, Appendix B, Article V, Section 3(B) Central Business Overlay Zone as it relates to extending the Central Business Overlay Zone (CB-OZ).

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 addresses the extension of the CB-OZ north to Fee Avenue between the FEC Railroad and Waverly Place. The extension of the CB-OZ will permit a reduction in building setbacks, the elimination of additional parking for most changes of use, the allowance of an extra floor of height for the development of mixed-use projects (without a conditional use requirement), and the allowance of accessory multi-family residential dwellings in the C-2 zoning district as part of a mixed-use development.
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 expand the CB-OZ and implement the provisions and special allowances of this district for an additional 4.25± acres of property within the City. The expansion area is on the northern edge of the current CB-OZ boundary and is a reasonable extension of this area.

3. The proposal will have no adverse effect on the City's ability to provide adequate public services and facilities. The proposed changes assist in the implementation of City Code requirements by expanding the CB-OZ northward to Fee Avenue, between the FEC Railroad and Waverly Place. This expansion of the CB-OZ will extend the special allowances of this district to an urban area of the city that is immediately north of Downtown Melbourne.
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 will permit additional parcels to utilize the provisions of the CB-OZ. This change will provide more flexibility for owners redeveloping their property in an urban area of the City which is adjacent to the Melbourne Downtown Community Redevelopment Area.
5. The subject modifications will make City Code more user-friendly to property owners, the development community, and City staff.
6. The proposed change is consistent with the City Code purpose of promoting the health, safety, education, cultural and economic welfare of the public by expanding the CB-OZ and implementing the provisions and special allowances of this district for an additional 4.25± acres of property within the City.

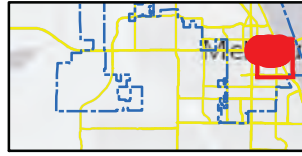
Respectively Submitted,



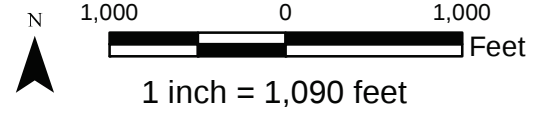
for  
Chris Adams, Chair

Planning and Zoning Board

# CB-OZ EXISTING BOUNDARY



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



## Legend

-  City Boundary
-  Downtown Melbourne CB-OZ Boundary

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 attorney's fees,  
arising from any User's use or misuse of the  
property records or mapping data provided herein.

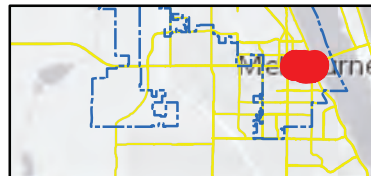


Title: CB-OZ EXISTING BOUNDARY  
Author: Olivia Bachtold  
Department/Division: Community Development Department  
Last Updated: 5/14/2026 4:31:35 PM  
Document Name: CB-OZ LOCATION Map



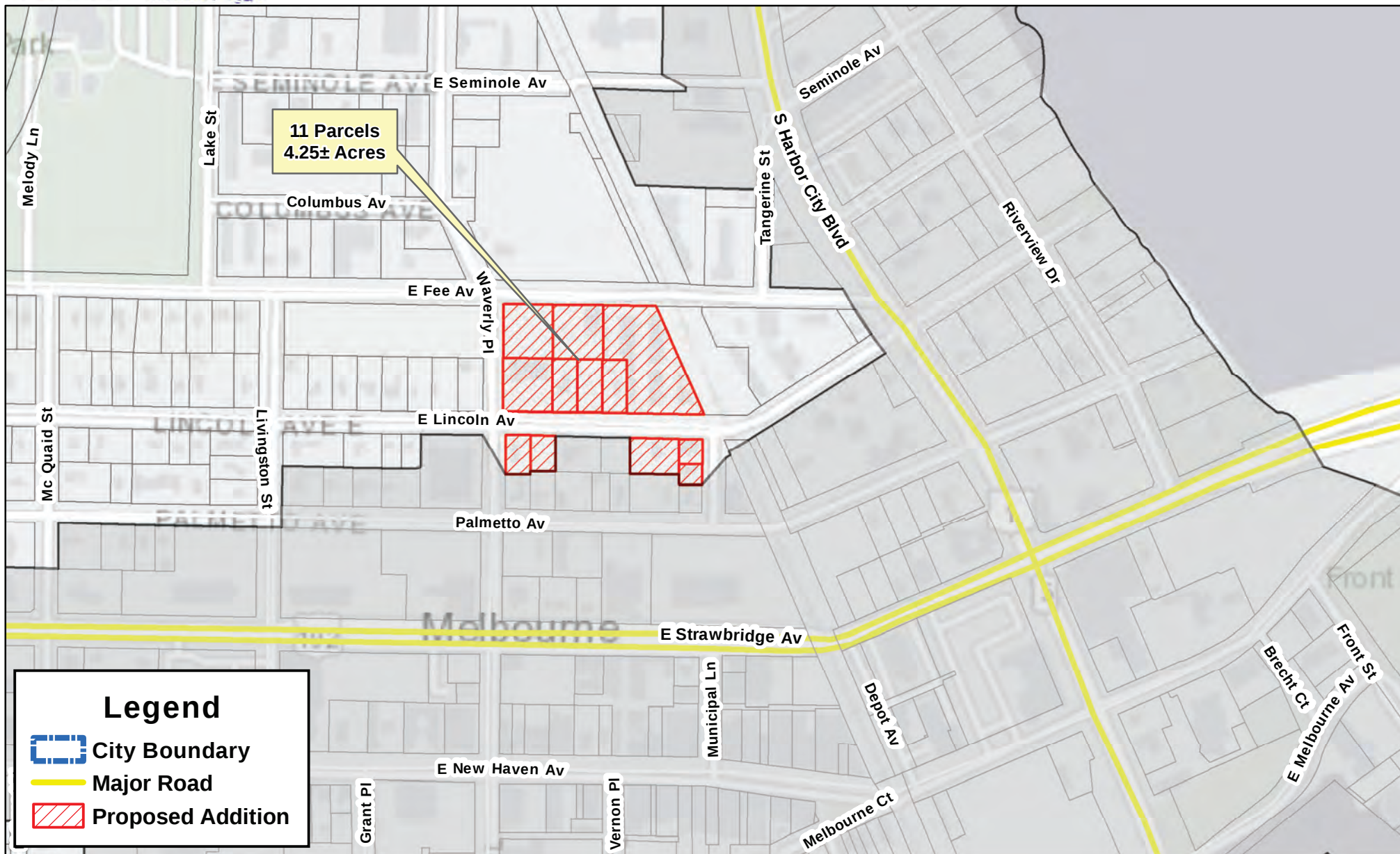
City of Melbourne  
Information Technology Department  
GIS Division  
900 E Strawbridge Av Room 324  
Melbourne, FL 32901  
P: (321) 608.7700  
Fax: (321) 608.7719  
Email: GIS@mlbfl.org

# CB-OZ PROPOSED BOUNDARY EXTENSION



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

375 0 375  
Feet  
1 inch = 388 feet



## Legend

- City Boundary
- Major Road
- Proposed Addition

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 this data for the  
property records or mapping data provided herein.

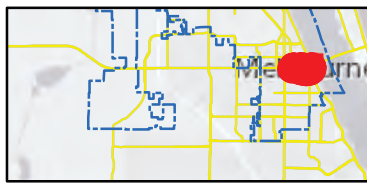
Page 36

Title: CB-OZ PROPOSED BOUNDARY EXTENSION  
Author: Olivia Bachtold  
Department/Division: Community Development Department  
Last Updated: 5/14/2026 10:37:43 AM  
Document Name: CB-OZ PROPOSED BOUNDARY LOCATION Map  
Document Location: \\vad.mlbfl.org\Shares\mlbfl\_groups\COMMUNITY\_DEVELOPMENT\PEIP&ZBOARD2026\Maps\IMXD\CB-OZ PROPOSED BOUNDARY 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

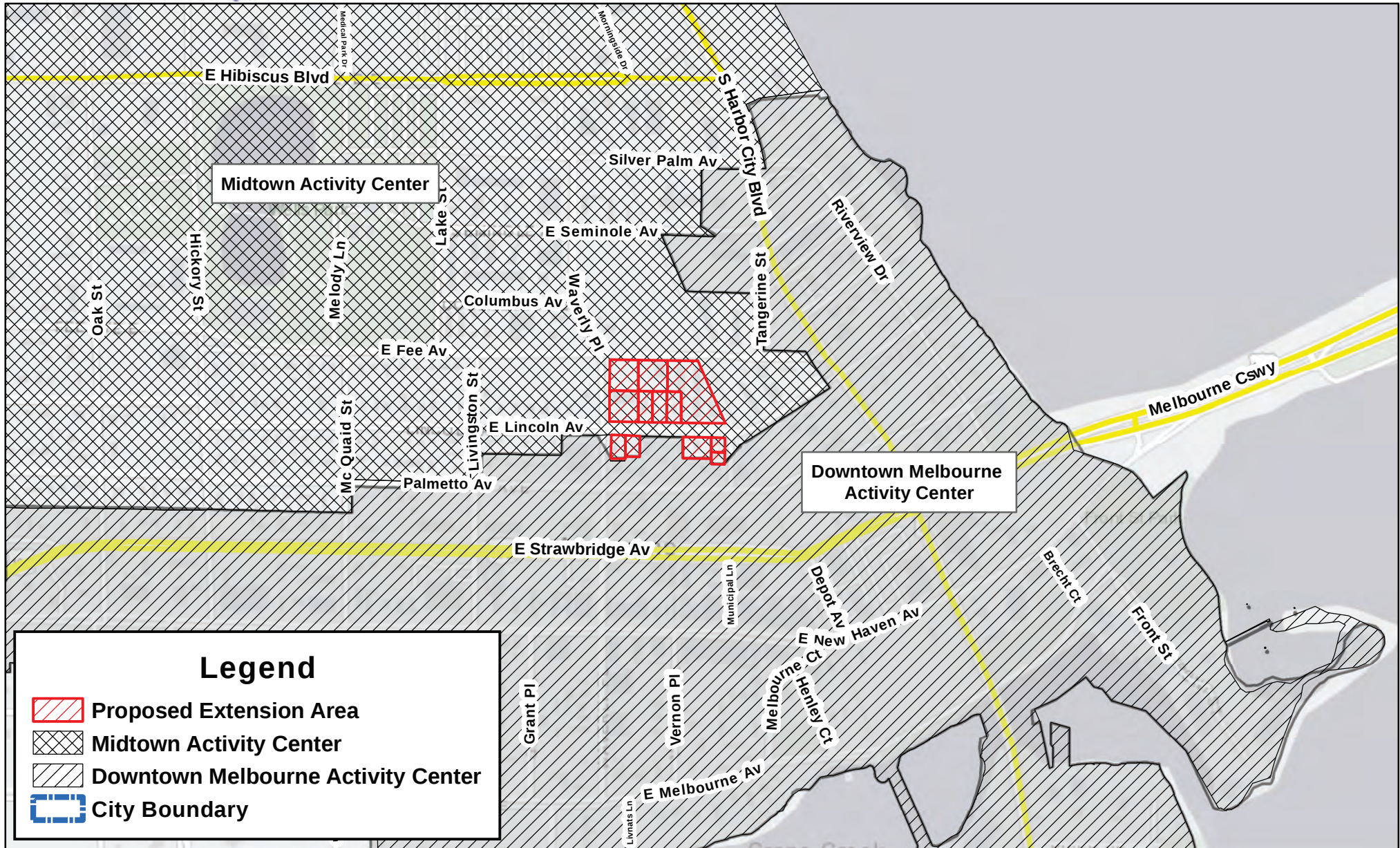
Item No. B. 8.

# ACTIVITY CENTER MAP



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

640 0 640  
Feet  
1 inch = 667 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 data for the  
property records or mapping data provided herein.

Page 37

Title: ACTIVITY CENTER MAP  
Author: Olivia Bachtold  
Department/Division: Community Development Department  
Last Updated: 5/14/2026 4:17:18 PM  
Document Name: CB-OZ PROPOSED BOUNDARY LOCATION Map  
Document Location: \\vad.mlbfl.org\Shares\mlbfl\_groups\COMMUNITY\_DEVELOPMENT\PEIP&ZBOARD2026\Maps\IMXD\CB-OZ PROPOSED BOUNDARY 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.

ORDINANCE NO. 2026-26

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO THE EXPANSION OF THE CENTRAL BUSINESS OVERLAY ZONE (CB-OZ); 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. (FOC2026-0006/TEXT2026-0003)

WHEREAS, in 2014, City Council adopted a new overlay zone category called the "Central Business Overlay Zone (CB-OZ) with the adoption of Ordinance No. 2014-43; and

WHEREAS, the purpose of the CB-OZ is to protect and enhance the core areas of Downtown Melbourne and Downtown Eau Gallie, including providing for a special set of development and design standards to apply to the areas within the CB-OZ; and

WHEREAS, originally, the boundaries of the CB-OZ were adopted as the same boundaries of the Melbourne Downtown CRA and Olde Eau Gallie Riverfront CRA; and

WHEREAS, this ordinance provides for the extension of the boundaries of the CB-OZ to include 11 additional parcels totaling 4.25± acres which would allow the properties to utilize the provisions and special allowances of the CB-OZ; and

WHEREAS, the proposed expansion area is fundamentally similar in character and utility to the existing downtown core already contained within the CB-OZ, featuring established on-street public parking and a physical layout that mirrors the current overlay area. By extending the CB-OZ, the city can provide the necessary regulatory flexibility regarding parking and setbacks to allow for more efficient use of the properties and catalyze redevelopment efforts; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed this ordinance at its meeting on May 21, 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 Appendix B of the City Code of Melbourne, Florida, is hereby amended to read as follows:

## **APPENDIX B. ZONING**

\* \* \* \*

### **ARTICLE V. DISTRICT REGULATIONS**

\* \* \* \*

Sec. 3. Overlay zone regulations.

\* \* \* \*

(B) Central business overlay zone.

\* \* \* \*

- (2) Applicability. This overlay shall apply to development within the Melbourne Downtown Redevelopment Area as defined in sec. 20-40, including property located north of Palmetto Avenue, east of Waverly Place, south of Fee Avenue and west of the Florida East Coast Railway right-of-way that is not already located within the Melbourne Downtown Redevelopment Area. This overlay shall also apply to development within and the Olde Eau Gallie Riverfront Community Redevelopment Area as defined in section 20-202, City Code, excluding the Eau Gallie art overlay zone as defined in section 3(A)(2) of this article.

\* \* \* \*

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 9<sup>th</sup> day of June, 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. 2026-26



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |                          |
|--------------------------------------------|--------------------------|
| Department:                                | Public Works & Utilities |
| Presenter:                                 | Thomas Baker             |
| Council District:                          | 1                        |
| Reading Number:                            | N/A                      |
| Quasi-judicial Item (Disclosure Required): | No                       |
| Public Hearing:                            | No                       |
| Item Number:                               | C.9.                     |

**Subject:**

Task Order No. DRMP-U-2025-003 to the Continuing Contract for Engineering Services with DRMP, Inc. for professional engineering services associated with the Croton Road Reclaimed Water Main Extension project.

**Background/Consideration:**

The existing reclaimed water main on Croton Road will be extended approximately 2,600 LF north along Croton Road from Parkway Drive to the entrance of the Wickham Park soccer fields. This section would be the first segment to extend reclaimed water service to Eastern Florida State College. This will help the City meet our Consumptive Use Permit goals. The original design was to extend west down Parkway Drive, but due to the number of gopher tortoises that would need to be relocated, and the fact that the soccer fields on Croton Road are currently irrigated with well water, extending north on Croton Road is the more feasible option.

The scope of services includes boundary and topographic survey of the Croton Road right-of-way from Parkway Drive to Post Road, and ecological services, preliminary engineering services, and final engineering services for the first segment up to the soccer fields. The project is expected to take approximately 320 days from Notice to Proceed.

The agenda materials provide details on the task order and describe the project scope.

**Fiscal/Budget Impact:**

Funding is available within the capital improvement project budget, Project No. 34122, Parkway Drive 10" Reclaimed Water Main.

**Requested Action:**

Approval of Task Order No. DRMP-U-2025-003 to DRMP, Inc., Merritt Island, FL for professional engineering services for the Croton Road Reclaimed Water Main Extension, Project No. 34122, in the amount of \$179,625.

## Memorandum

**To:** Jenni Lamb, City Manager

**Thru:** Joan Junkala-Brown, Deputy City Manager  
James Ennis, City Engineer  
Marla Keehn, Management & Budget Officer

**From:** Jennifer Spagnoli, Dir. Public Works & Utilities 

**Date:** June 11, 2026

**Re:** Task Order No. DRMP-U-2025-003 to the Continuing Contract for Professional Consulting Services for the Croton Road Reclaimed Water Main Extension Project (Project No. 34122)

---

This is a task order with DRMP, Inc. (DRMP) for engineering services for the Croton Road Reclaimed Water Main Extension project.

### Background

The existing reclaimed water main on Croton Road will be extended approximately 2,600 LF along Croton Road from Parkway Drive to the entrance of the Wickham Park Soccer Fields. This section would be the first segment to provide reclaimed water service to Eastern Florida State College and the Wickham Park area including the soccer fields. This will help the City meet our Consumptive Use Permit goals.

### Scope of Services

The scope of services includes boundary and topographic survey of the Croton Road ROW, ecological services, preliminary engineering services, and final engineering services.

### Compensation and Schedule

The fee for the scope of services will be a lump sum amount of \$179,625. The work will be completed within 320 days from the Notice to Proceed.

### Funding

Funding is sufficient in Capital Improvement Project No. 34122 (Parkway Drive 10" Reclaimed Water Main).

**Recommendations**

Recommend approval of Task Order No. DRMP-U-2025-003 to DRMP, Inc., Merrit Island, FL for Croton Road Reclaimed Water Main Extension Project, Project No. 34122, in the amount of \$179,625.

Cc: Mike, Brink, Supt. Utilities Operations Supt.  
Nic Coster, Asst. Supt. Utilities Operations Supt.  
Justin Yntema, Reclaimed Water Coordinator  
Kacie Black, Engineering Contracts Mgr.  
Robin Schaffroth, Utilities Budget & Procurement Specialist

TASK ORDER NO. DRMP-U-2025-003    PROJECT NO. 301.2501114.P06  
CITY PROJECT NO. 34122

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

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

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for **CROTON ROAD RECLAIMED WATER MAIN EXTENSION PROJECT – PARKWAY DRIVE TO WICKHAM PARK SOCCER FIELDS**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

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

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

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within 320 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, a lump sum amount not to exceed **\$179,625.00** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR UTILITIES 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 UTILITIES PROFESSIONAL CONSULTING SERVICES.**

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

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

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

Approved by Engineering Manager  
as to content:

  
James W. Ennis, PE, PMP

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

\_\_\_\_\_  
Jenni Lamb, PE, City Manager

ATTEST:

\_\_\_\_\_  
Kevin McKeown, City Clerk  
(SEAL)

DRMP, INC.

  
Scott Nickle, Vice President



**Exhibit "A"**  
**SCOPE OF SERVICES FOR**  
**CROTON ROAD RECLAIMED RECLAIMED WATER MAIN EXTENSION PROJECT**  
**– PARKWAY DRIVE TO WICKHAM PARK SOCCER FIELDS**

**TASK ORDER NO: DRMP-U-2025-003**  
**DRMP PROJECT NO: 301.2501114.P06**  
**CITY PROJECT NO: 34122**

DRMP, Inc. (DRMP) is pleased to present this Task Order Proposal for professional engineering, and consulting services relating to the above-mentioned project. We understand that the project services will include Surveying, Preliminary Engineering, and Final Engineering. The project includes extension of a 10" reclaimed water main for approximately 2,600 feet along Croton Road, from the intersection of Parkway Drive, north to the entrance of the Wickham Park Soccer Fields. Surveying services will cover this area, and will extend north an additional 2,660 feet to Post Road to cover a future phase of the reclaimed water main extension. This project lies in Sections 5, 6, 7, and 8 Township 27 South, Range 37 East. Our services (excluding agency reviews) will be completed within 320 days from approval of this project Task Order.

**I. SCOPE OF SERVICES**

**TASK 1 – BOUNDARY & TOPOGRAPHIC SURVEYING SERVICES:**

1. We will prepare a boundary survey of the Croton Road right-of-way (a 100 foot wide r/w), from Parkway Drive (a 100 foot wide r/w), to the north side of Post Road, approximately, approximately 5,260 feet. The right of way will be based on the Plat of The Terraces at North Pointe, as recorded in Plat Book 28, page 29; the Plat of Quail Ridge Patio Homes as recorded in Plat Book 24, Page 141; the Plat of Quail Village Homes as recorded in Plat Book 34, Page 75; Calico Heights as recorded in Plat Book 57, Page 68; Eastwood Park as recorded in Plat Book 39, Page 29; Croton Meadows as recorded in Plat Book 36, Page 8; Cedar Run as recorded in Plat Book 29, Page 98; and Croton Woods as recorded in Plat Book 33, Page 40, all of the Brevard County public records. This service will include finding and/or setting corner monumentation for the Croton Road right-of-way.
2. We will obtain topographic information within the project limits from the south side of the Parkway Drive right of way, to the north side of the Post Road right of way. We will provide cross-section elevations at 50-foot intervals along Croton Road and locate surface and above ground features of utilities and other existing improvements such as pavement, curb, sidewalk, driveways, mailboxes and fences. We will locate any flagged Gopher Tortoise Burrows in or within 25 feet of the Croton Road right of way, from Parkway Drive to 100 feet north of the entrance to the Wickham Park Soccer Fields. Based on surface-markings of underground utilities, we will locate all marked utilities. We will locate trees 6 inches and larger at dbh. Elevations will be based on NAVD 88 datum. This service will include setting a baseline with a minimum of three control points for design and construction purposes.



## TASK 2 – ECOLOGICAL SERVICES:

1. DRMP Ecological services will be performed from Parkway Drive to 100 feet north of the entrance to the Wickham Park Soccer Fields.
2. We will conduct office research of existing available ecological data prior to site inspection to determine the potential for wetland habitats and endangered species for the subject parcel. We will also review current regulatory restraints as they relate to your parcel.
3. We will perform an environmental site inspection. The primary purpose of this inspection will be to determine the type, quality and approximate extent of any existing jurisdictional wetlands and surface water bodies within the subject parcel. All on-site wetlands will be identified in accordance with the wetlands delineation methodology outlined in Chapter 62-340 of the Florida Administrative Code and the 1987 *Corps of Engineers Wetlands Delineation Manual*. Wetlands and/or surface waters will be flagged and delineated in the field and approximate limits will be shown on a current aerial map.
4. As part of the Environmental Site Inspection, we will assess the site for its potential to be utilized or inhabited by threatened or endangered animal species such as the wood stork and gopher tortoises as follows:
  - a. We will perform office research to determine the current regulations, restrictions and mapped habitat for Wood Storks. We will inspect the site for utilization by this species. If potential habitat exists onsite, we will map approximate boundary limits and provide permitting recommendations.
  - b. During the field inspection, we will also assess the site for habitats suitable for Gopher Tortoise inhabitation and presence of the species on-site. Such indicators include habitat type, scat, trails and burrows. We will conduct random transects throughout the suitable habitat to determine species occupancy. This information will be utilized to provide an estimate of costs related to gopher tortoise permitting, formal surveys and extractions, if needed.
  - c. We will perform office research on other species of special concern that are likely to utilize the habitats found within the property and inspect the parcel for their presence.
5. We will prepare an Email of Findings listing the results of the field investigation. This will include figures showing any identified wildlife habitat and any surface waters/wetlands within the project area. The email will also include permitting recommendations for any identified environmental resources.
6. We will coordinate with the City to discuss any permitting concerns. An office meeting to discuss options and obtain directions to proceed is included, as well as other correspondence efforts.



### **TASK 3 - PRELIMINARY ENGINEERING SERVICES:**

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

### **TASK 4 - FINAL ENGINEERING SERVICES:**

1. We will prepare Final Engineering plans based upon the Preliminary Engineering Plan approval. City submittals will be made at the 60%, 90% and 100% design thresholds. Our plans will include plan sheets of the following:
  - a. Cover Sheet with project location, utility contacts, sheet index, etc.
  - b. General Notes and Summary of Quantities sheet.
  - c. Section Detail(s).
  - d. Existing Conditions & Demolition plans.
  - e. Horizontal location (Master Plan) of the proposed reclaimed water main, with detailed dimensions and separation (horizontal & vertical) requirements identified.
  - f. Project Control Sheets with construction baseline, project station/range information at key locations of the proposed reclaimed water main.
  - g. Pavement replacement areas for roadways and driveways related to any proposed open-cuts.
  - h. Plan & Profile sheets identifying existing conditions and the proposed reclaimed water main improvements and any existing drainage, and utility information provided by the utility owners.
  - i. Project details such as typical FDOT details, plan specifications (City Standard Detail Sheets), conflict point details, pavement/driveway restoration details, etc.
  - j. M.O.T. details (FDOT Standard Indexes) as needed, consistent with project construction.
  - k. Erosion and sediment control details and notes.
2. We will prepare a Construction Cost Estimate for the project for City review.



3. We will prepare Technical Specifications for the project. This will include the cover page, bid form, and Division F (Technical Specifications). We will submit these documents to the City at the 90% submittal threshold.
4. We will submit engineering documents to the City for staff comments and input at each design threshold. We will make necessary construction document revisions based upon City input and submit final construction documents to the City for approval.
5. We will prepare a Brevard County Roadway & Easement Permit Application for any work needed within the Croton Road right of way. We will submit required documents for Brevard County review and comment, or approval. If comments are issued we will revise the plans accordingly and resubmit to Brevard County for approval.

## **II. CONTRACT CONDITIONS:**

1. Surveying services are limited to those identified herein and will meet the Standards of Practice as set forth in Chapter 5J-17.05, FAC.
2. Construction stakeout and /or preparation of as-built drawings are not included.
3. Review of title work is not included.
4. Preparation of Sketch & Descriptions are not included.
5. Application fees are not included and are considered a direct expense to the City.
6. Landscape/irrigation design & permitting services are not included.
7. Stormwater design is not included.
8. Environmental (Ecological) Services limited to those outlined herein, and formal wildlife surveys and permitting are not included. Additional services will be required if impacts to wetlands and/or surface waters are unavoidable, or if threatened or endangered species are found to be present, and if impacts from construction of the proposed reclaimed water main are unavoidable.
9. FWC permitting and/or gopher tortoise relocations are not included.
10. Bidding Assistance services are not included.
11. Construction Administration services are not included.
12. Public meetings are not included.
13. Structural engineering is not included. This includes retaining wall design.
14. Maintenance of Traffic (MOT) design services is limited to providing appropriate FDOT Index details and do not include a detailed, project-specific MOT plan. The project contractor will be responsible for submitting such a plan and obtaining appropriate agency approvals.



15. Erosion and Sediment Control details and notes will be provided on the construction drawings, however all NPDES requirements (Notice of Intent, dewatering plan, NPDES site inspections/reporting, and Notice of Termination) are the responsibility of the project contractor. Preparation of a SWPP plan is not included.
16. Applying for and securing a Consumptive Use Permit for dewatering (if required by site conditions) is not included and is the responsibility of the project contractor.

**III. FEES (LUMP SUM):**

|               |                                         |                     |
|---------------|-----------------------------------------|---------------------|
| <b>TASK 1</b> | <b>Surveying Services</b>               | <b>\$ 64,000.00</b> |
| <b>TASK 2</b> | <b>Ecological Services</b>              | <b>\$ 10,750.00</b> |
| <b>TASK 3</b> | <b>Preliminary Engineering Services</b> | <b>\$ 8,800.00</b>  |
| <b>TASK 4</b> | <b>Final Engineering Services</b>       | <b>\$ 96,075.00</b> |

---

|              |                      |
|--------------|----------------------|
| <b>TOTAL</b> | <b>\$ 179,625.00</b> |
|--------------|----------------------|

**IV. INVOICE PROCEDURES AND PAYMENT:**

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

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

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

Sincerely,  
**DRMP, Inc.**

A handwritten signature in blue ink, appearing to read 'Scott Nickle', is written over a red horizontal line.

**Scott Nickle, VP**

## Croton Road Reclaimed Water Main Extension





**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |                          |
|--------------------------------------------|--------------------------|
| Department:                                | Public Works & Utilities |
| Presenter:                                 | Thomas Baker             |
| Council District:                          | 1                        |
| Reading Number:                            | N/A                      |
| Quasi-judicial Item (Disclosure Required): | No                       |
| Public Hearing:                            | No                       |
| Item Number:                               | C.10.                    |

**Subject:**

Task Order No. DRMP-U-2025-004 to the Continuing Contract for Engineering Services with DRMP, Inc. for professional engineering services associated with the Lift Station No. 12 Force Main Replacement Project.

**Background/Consideration:**

The existing six-inch asbestos cement (AC) wastewater force main from Lift Station No. 12 to an existing manhole at the intersection of Post Road and Robinhood Drive has deteriorated, reaching the end of useful life and needs to be replaced.

The scope of services includes right-of-way control survey and topographic services, preliminary engineering services, and final engineering and permitting services for the replacement of the existing wastewater force main. The project is expected to take approximately 365 days from Notice to Proceed.

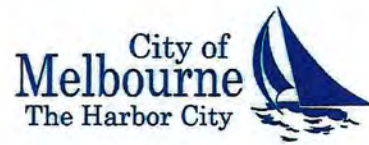
The agenda materials provide details on the task order and describe the project scope.

**Fiscal/Budget Impact:**

Project No. 32324 Lift Station No. 12 Force Main Replacement is not adequately funded. An administrative budget transfer in the amount of \$100,000 from 30099 - Water & Sewer Unappropriated Budget Savings will be necessary to fund this task order.

**Requested Action:**

Approval of Task Order No. DRMP-U-2025-004 to DRMP, Inc., Merritt Island, FL for the Lift Station No. 12 Force Main Replacement Project, Project No. 32324, in the amount of \$197,075.



## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** Joan Junkala-Brown, Deputy City Manager  
James Ennis, City Engineer  
Marla Keehn, Management & Budget Officer  
**From:** Jennifer Spagnoli, Dir. Public Works & Utilities  
**Date:** June 10, 2026  
**Re:** Task Order No. DRMP-U-2025-004 to the Continuing Contract for Professional Consulting Services for the Lift Station No. 12 Force Main Replacement Project (Project No. 32324)

---

This is a task order with DRMP, Inc. (DRMP) for engineering services for the Lift Station No. 12 Force Main Replacement project.

### Background

The existing six-inch asbestos cement (AC) sanitary force main from Lift Station No. 12 to an existing manhole at the intersection of Post Road and Robinhood Drive has deteriorated and reached end of useful life and will need replacement.

### Scope of Services

The scope of services includes right-of-way control survey and topographic services, preliminary engineering services, and final engineering and permitting services.

### Compensation and Schedule

The fee for the scope of services is a not to exceed amount of \$197,075. The work will be completed within 365 days from the Notice to Proceed.

### Funding

Project No. 32324 is not adequately funded. An administrative budget transfer in the amount of \$100,000 from 30099 (Water & Sewer Unappropriated Budget Savings) will be necessary to fund this task order.

### Recommendations

Recommend approval of Task Order No. DRMP-U-2025-004 to DRMP, Inc., Merrit Island, FL for Lift Station No. 12 Force Main Replacement Project, Project No. 32324, in the amount of \$197,075.

Cc: Mike, Brink, Supt. Utilities Operations Supt.  
Nic Coster, Asst. Supt. Utilities Operations Supt.  
Matt Simon, Wastewater Collections Supervisor  
Kacie Black, Engineering Contracts Mgr.  
Robin Schaffroth, Utilities Budget & Procurement Specialist

TASK ORDER NO. DRMP-U-2025-004    PROJECT NO. 301.2501114.004  
CITY PROJECT NO. 32324

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

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

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for **LIFT STATION 12 FORCE MAIN REPLACEMENT PROJECT**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

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

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

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within 365 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, a lump sum amount not to exceed **\$197,075.00** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR UTILITIES PROFESSIONAL CONSULTING SERVICES. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the

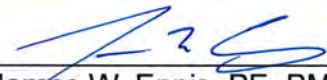
CONTINUING CONTRACT FOR UTILITIES PROFESSIONAL CONSULTING SERVICES.

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

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

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

Approved by Engineering Manager  
as to content:

  
James W. Ennis, PE, PMP

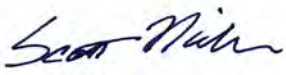
CITY OF MELBOURNE, FLORIDA  
Acting by and through its City Council

\_\_\_\_\_  
Jenni Lamb, PE, City Manager

ATTEST:

\_\_\_\_\_  
Kevin McKeown, City Clerk  
(SEAL)

DRMP, INC.

  
\_\_\_\_\_  
Scott Nickle, Vice President



**Exhibit "A"**  
**SCOPE OF SERVICES FOR**  
**LIFT STATION 12 FORCE MAIN REPLACEMENT PROJECT**

**TASK ORDER NO: DRMP-U-2025-004**  
**DRMP PROJECT NO: 301.2501114.004**  
**CITY PROJECT NO: 32324**  
**(REVISED 04/22/2026)**

DRMP, Inc. (DRMP) is pleased to present this Task Order Proposal for professional surveying, engineering, and consulting services relating to the above-mentioned project. We understand that the project services will include Surveying, Preliminary Engineering, and Final Engineering. The project includes replacement of an existing 6" asbestos cement (AC) sanitary force main from Lift Station 12, at the east end of Old Colonial Way, westerly to Victoria Ave., north to Grandview Way, west to Cedar Lane, west under the FEC Railway (FECR), then north along the Railway to Post Road, west approximately 1,185 feet to an existing manhole (City Manhole #1976) at the intersection of Post Road and Robinhood Drive. This project lies in Section 5, Township 27 South, Range 37 East, and Section 32, Township 26 South, Range 37 East, Brevard County. Our services (excluding agency reviews) will be completed within 365 days from approval of this project Task Order.

**I. SCOPE OF SERVICES**

**TASK 1 – Right-of-Way Control Survey and Topographic Services:**

1. We will prepare a Right-of-Way (r/w) Control survey of the Old Colonial Way right-of-way (a 50 foot wide r/w), from US Highway Number 1, to Victoria Avenue (a 50 foot wide r/w); to Grandview Way (a 50 foot r/w) all as shown on the "Replat of Blocks 3 thru 10 of Grandview Shores" PB 10 pg. 88; then along Cedar Lane (a 26.6 foot r/w); to Dixie Way A (a 50 foot r/w) all as shown on the plat of "Grandview Shores 2<sup>nd</sup> Replat" PB 11 pg.12A to and crossing the Florida East Coast Railway (FECR); continuing northwest along the west side of the FEC right-of-way, we will obtain topographic information 20 feet west of the FEC R/W through the plats of "Croton Meadows" PB 36 pg.8, "Eastwood Park" PB 39 pg.29, "Calico Heights" PB 57 pg.68, City of Melbourne Parcel No. 27-37-05-00-6 and Parcel No. 27-37-05-00-13 to Post Road, westerly approximately 1,185 feet. This service will include finding and/or setting corner monumentation for the above-describe road rights-of-way. This service shall also include obtaining title work to determine if there is an existing utility easement on Tax Parcel 27-37-05-00-13.
2. We will obtain topographic information within the project limits and including an additional 10 feet on both sides of the existing rights-of-way where possible. We will



provide cross section elevations at 50-foot intervals along project limits, and locate surface and above ground features of utilities and other existing improvements such as pavement, curb, sidewalk, driveways, mailboxes, fences, and railroad tracks. Based on surface-markings of underground utilities, we will locate all marked utilities. We will locate trees 6 inches and larger at dbh. Elevations will be based on NAVD 88 datum. This service will include setting a baseline with eight (8) control points for design and construction purposes.

#### **TASK 2 - PRELIMINARY ENGINEERING SERVICES:**

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

#### **TASK 3 - FINAL ENGINEERING SERVICES:**

1. We will prepare Final Engineering plans based upon the Preliminary Engineering Plan approval. City submittals will be made at the 60%, 90% and 100% design thresholds. Our plans will include plan sheets of the following:
  - a. Cover Sheet with project location, utility contacts, sheet index, etc.
  - b. General Notes and Summary of Quantities sheet.
  - c. Section Detail(s).
  - d. Existing Conditions & Demolition plans.



- e. Horizontal location (Master Plan) of the proposed force main, with detailed dimensions and separation (horizontal & vertical) requirements identified.
  - f. Project Control Sheets with construction baseline, project station/range information at key locations of the proposed force main.
  - g. Pavement replacement areas for roadways and driveways related to any proposed open-cuts.
  - h. Plan & Profile sheets identifying existing conditions and the proposed force main improvements and any existing drainage, and utility information provided by the utility owners.
  - i. Project details such as typical FDOT details, plan specifications (City Standard Detail Sheets), conflict point details, pavement/driveway restoration details, etc.
  - j. M.O.T. details (FDOT Standard Indexes) as needed, consistent with project construction.
  - k. Erosion and sediment control details and notes.
2. We will prepare a Construction Cost Estimate for the project for City review.
  3. We will prepare Technical Specifications for the project. This will include the cover page, bid form, and Division F (Technical Specifications). We will submit these documents to the City at the 90% submittal threshold.
  4. We will submit engineering documents to the City for staff comments and input at each design threshold. We will make necessary construction document revisions based upon City input and submit final construction documents to the City for approval.
  5. We will prepare an FDEP application and submit the application and supporting documentation to FDEP for their review and comment, or approval. If comments are issued we will revise the plans accordingly and resubmit to FDEP for approval.
  6. We will prepare a Florida East Coast Railway (FECR) Permit Application for any work needed within the FECR right of way. We will submit required documents for FECR review and comment, or approval. If comments are issued we will revise the plans accordingly and resubmit to FECR for approval.

## **II. CONTRACT CONDITIONS:**

1. Surveying services are limited to those identified herein and will meet the Standards of Practice as set forth in Chapter 5J-17.05, FAC.
2. This proposal is based on NOT requiring a FECR flagman. FECR flagman fees are not included and are considered a direct expense to the city.
3. Construction stakeout and /or preparation of as-built drawings are not included.
4. Review of title work is not included.



5. Preparation of Sketch & Descriptions are not included.
6. Application fees are not included and are considered a direct expense to the City.
7. Landscape/irrigation design & permitting services are not included.
8. Stormwater design is not included.
9. Environmental (Ecological) Services and permitting are not included.
10. FWC permitting and/or gopher tortoise relocations are not included.
11. Bidding Assistance services are not included.
12. Construction Administration services are not included.
13. Public meetings are not included.
14. Structural engineering is not included, including retaining wall design.
15. Maintenance of Traffic (MOT) design services is limited to providing appropriate FDOT Index details and does not include a detailed, project-specific MOT plan. The project contractor will be responsible for submitting such a plan and obtaining appropriate agency approvals.
16. Erosion and Sediment Control details and notes will be provided on the construction drawings, however all NPDES requirements (Notice of Intent, dewatering plan, NPDES site inspections/reporting, and Notice of Termination) are the responsibility of the project contractor. A SWPPP is not included.
17. Applying for and securing a Consumptive Use Permit for dewatering (if required by site conditions) is not included and is the responsibility of the project contractor.

**III. FEES:**

|               |                                         |                      |
|---------------|-----------------------------------------|----------------------|
| <b>TASK 1</b> | <b>Surveying Services</b>               | <b>\$ 74,325.00</b>  |
| <b>TASK 2</b> | <b>Preliminary Engineering Services</b> | <b>\$ 12,400.00</b>  |
| <b>TASK 3</b> | <b>Final Engineering Services</b>       | <b>\$ 110,350.00</b> |

---

|              |                      |
|--------------|----------------------|
| <b>TOTAL</b> | <b>\$ 197,075.00</b> |
|--------------|----------------------|

**IV. INVOICE PROCEDURES AND PAYMENT:**

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



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

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

Sincerely,  
**DRMP, Inc.**

A handwritten signature in blue ink that reads "Scott Nickle". The signature is fluid and cursive, with the first name "Scott" and last name "Nickle" clearly distinguishable.

Scott Nickle, VP

## Lift Station 12 Force Main Replacement





**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |                                      |
|--------------------------------------------|--------------------------------------|
| Department:                                | Engineering/Public Works & Utilities |
| Presenter:                                 | Thomas Baker                         |
| Council District:                          | N/A                                  |
| Reading Number:                            | N/A                                  |
| Quasi-judicial Item (Disclosure Required): | No                                   |
| Public Hearing:                            | No                                   |
| Item Number:                               | C.11.                                |

**Subject:**

Task Order No. CDM-09 to the Professional Services Agreement for the Hydrogeologic and Engineering Services for the Design of Production Well No. 8.

**Background/Consideration:**

The City is in the process of expanding the Reverse Osmosis Water Treatment Plant (ROWTP). The ROWTP utilizes four existing upper Floridan Aquifer (UFA) production wells along with two additional production wells (Nos. 5 and 6) that were recently drilled and for which the above-grade services are currently out for bid. The next three production wells to be constructed are Nos. 7, 8, and 9. Production Well No. 7 is currently under design along McGraw Avenue east of Well No. 4. Production Well No. 8 is sited to go on the west side of the ROWTP. Production Well No. 9 will be located on the City's Surface Water Treatment Plant property along with future wells Nos. 10 through 12. Six additional production wells are needed (including No. 7 and No. 8) to meet the current permitted annual average Consumptive Use Permit (CUP) groundwater withdrawal rate of 12.5 million gallons and to provide operational flexibility. Up to 12 production wells are included in the CUP. The project is expected to take approximately 336 days from Notice to Proceed.

The scope may include, but not be limited to, design, permitting and bidding services to construct Production Well No. 8.

The agenda materials provide details on the task order and describe the project scope.

**Fiscal/Budget Impact:**

Funding is available within Project No. 31323 (Construct Well Nos. 7, 8, & 9).

**Requested Action:**

Approval of Task Order No. CDM-09 to CDM Smith, Inc., Maitland, FL for the Hydrogeologic and Engineering Services for Water Production Wellfield Improvements, Project No. 31323, in the amount of \$437,235.

## Memorandum

**To:** Jenni Lamb, City Manager

**Thru:** Joan Junkala-Brown, Deputy City Manager  
James Ennis, City Engineer  
Marla Keehn, Management & Budget Officer

**From:** Jennifer Spagnoli, Public Works & Utilities Director

**Date:** June 23, 2026

**Re:** Task Order No. CDM-09 to the Professional Services Agreement for Hydrogeologic and Engineering Services for Water Production Wellfield Improvements with CDM Smith, Inc. (CDM)

---

This is a request for City Council approval of Task Order No. CDM-09 to the Professional Services Agreement for Hydrogeologic Services for Water Production Wellfield Improvements for the Upper Floridan Aquifer Well No. 8 services.

### Background

The City is in the process of expanding the Reverse Osmosis Water Treatment Plant (ROWTP). The ROWTP utilizes four existing upper Floridan Aquifer (UFA) production wells along with two additional production wells (Nos. 5 and 6) that were recently drilled and the above-grade services are currently out for bid. The next three production wells to be constructed are Nos. 7, 8, and 9. Production Well No. 7 is currently under design along McGraw Avenue east of Well No. 4. Production Well No. 8 is sited to go on west side of Reverse Osmosis Plant. Production Well No. 9 will be located on Surface Water Treatment Plant property along with future wells Nos. 10 through 12. Six additional production wells are needed (including No. 7 and No. 8) to meet the current permitted annual average Consumptive Use Permit (CUP) groundwater withdrawal rate of 12.5 million gallons and to provide operational flexibility. Up to 12 production wells are included in the CUP.

### Scope of Services

The scope may include, but not be limited to, design, permitting and bidding services to construct this additional well.

### Compensation and Schedule

The cost of services is a not-to-exceed amount of \$437,235. The work will be completed in 336 days of Notice to Proceed.

### Funding

Funding is available within Project No. 31323 (Construct Well Nos. 7, 8, & 9).

### Recommendation

Approval of Task Order No. CDM-09 with CDM Smith, Inc., Maitland, FL in the amount of \$437,235.

**Attachment:** CDM Smith, Inc. Task Order No. CDM-09

Copy:

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

TASK ORDER NO. CDM-09

CDM PROJECT NO. \_\_\_\_\_  
CITY PROJECT NO. \_\_\_\_\_

PROFESSIONAL CONSULTING SERVICES  
between  
THE CITY OF MELBOURNE  
and  
CDM SMITH INC

This Task Order made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, to that certain Professional Services, dated August 30, 2024, by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and CDM Smith Inc. a Massachusetts corporation authorized to do business in the State of Florida, whose mailing address is 75 State Street, #701, Boston, Massachusetts 02109, hereinafter referred to as the CONSULTANT.

Whereas, the CITY desires to authorize the CONSULTANT to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for the **Water Production Wellfield Improvements Upper Floridan Aquifer Well No. 8 Design, Permitting, and Bidding**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

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

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

The CONSULTANT shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within 336 calendar days from receipt of written Notice to Proceed.

The CITY shall pay the CONSULTANT for performance of their services, as outlined the SCOPE OF SERVICES, a not to exceed amount of \$437,235 without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the PROFESSIONAL CONSULTING SERVICES. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the PROFESSIONAL CONSULTING SERVICES.

All services shall be subject to and performed in accordance with this task order, the PROFESSIONAL CONSULTING SERVICES, the exhibits attached hereto and

incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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

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

Approved by City Engineer  
as to content:

  
James Ennis, P.E.

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

\_\_\_\_\_  
Jenni Lamb, City Manager

ATTEST:

\_\_\_\_\_  
Kevin McKeown, City Clerk  
(SEAL)

CDM SMITH INC.

  
Eric J. Grotke, PE, BCEE, Vice President

**EXHIBIT A**  
**PROFESSIONAL SERVICES**  
**FOR**  
**CITY OF MELBOURNE**  
**WATER PRODUCTION WELLFIELD IMPROVEMENTS**  
**UPPER FLORIDAN AQUIFER WELL NO. 8**  
**DESIGN, PERMITTING, AND BIDDING**

City Project No. \_\_\_\_\_

Task Order No. CDM-09

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

**PROJECT BACKGROUND**

The CITY operates the Joe Mullins Reverse Osmosis (RO) Water Treatment Plant (WTP), which is supplied with raw water by four existing Upper Floridan Aquifer (UFA) production wells. Two new UFA production wells (PW-5 and PW-6) were recently drilled, and the water main design is completed and ready for bidding via separate Task Orders. Well No. 7 (PW-7) is currently being designed and will be permitted later this year. The CITY's current Consumptive Use Permit (No. 50301-9) allows for 12.5 million gallons per day (MGD) annual average of groundwater withdrawal from the UFA. To reliably meet firm capacity supply and provide for operational flexibility, the CITY desires to construct an additional UFA well. This additional UFA well will be designated Well No. 8 (PW-8) and will be designed for an anticipated nominal capacity of 3.1 MGD (2,150 gallons per minute) (Project). This anticipated capacity is based on the performance of other UFA wells the CITY operates. The planned location of PW-8 is at the western corner of the RO WTP property where Lake Washington Road continues to the Lake Washington boat ramp.

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

- A new production well (PW-8).
- PW-8 variable frequency driven motor and pump.
- PW-8 wellhead piping, fittings, instrumentation, and appurtenances.
- PW-8 concrete well pad.
- Raw water main from PW-8 to existing raw water main to the north.
- Electrical connection to the RO WTP and backup power system
- Site work.

The construction of this Project will be bid under one procurement due to the specialty nature of the construction scope and to facilitate the schedule. Services during construction of the production PW-8, yard piping, and site work will be under separate authorizations or amendments.

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

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

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

### **SCOPE OF SERVICES**

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

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

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

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

The Kick-Off Meeting will be held in conjunction with the site visit. CONSULTANT will perform one site visit to the proposed PW-8 site and the proposed transmission main corridor to observe field conditions, gather preliminary design data on existing conditions and structures, and examine the layout of the proposed construction. Note that PW-8 is anticipated to be located west of the CITY's property, on Brevard County owned property associated with the park and boat ramp.

##### **Subtask 1.2 Data Reviews**

Significant data collection relevant to this scope has been achieved under previous task order assignments. The CONSULTANT will review record drawing information, existing surveys, and other relevant previous construction data to determine utility location and establish design conditions for the tie-in of the proposed raw water transmission main. If any additional data needs are identified a request will be made to the CITY.

##### **Subtask 1.3 Survey and Utility Location**

After completion of the site visit, CONSULTANT will subcontract with a registered Florida surveyor to perform surveys of the proposed wellsite and right-of-way corridor between the proposed PW-8

location and the raw water pipeline tie-in north of PW-8, locate surface features and subsurface utilities within the corridor, and specify approximate avenues of routing. Included under this subtask is verification of utility depths through pot-holing at selected locations. Up to two pot holing locations are budgeted for under this subtask. A legal description and map will be provided to assist the CITY's efforts to procure an easement for the PW-8 site.

#### **Subtask 1.4      Geotechnical Investigation**

After completion of the site visit, a geotechnical investigation will be performed by a subcontractor to the CONSULTANT to explore the subsurface conditions to support the design. This Task Order includes performing one Standard Penetration Test (SPT) boring to a depth of approximately 15 feet below the existing surface for the well pump pad, three SPT borings to a depth of approximately 10 feet below the existing surface for the raw water pipeline segment between the proposed PW-8 site and the proposed tie-in location, and report including recommendations for dewatering, structural support, trenching, bedding, and backfilling.

#### **TASK 1 - DELIVERABLES**

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

#### **TASK 2              PRELIMINARY DESIGN**

This task provides for the development of PW-8 design criteria up to the 30 percent design level.

##### **Subtask 2.1      Site Layout and Process Flow Diagram - 10 Percent Design**

After the Kick-Off Meeting, the CONSULTANT will prepare an initial site layout and process flow diagram summarizing the selected design criteria and connections to existing facilities for the Project. The layout and process flow diagram will be submitted to the CITY as a PDF for review via electronic means (email or file transfer). CITY's review comments shall be incorporated in the Basis of Design Report (BODR).

##### **Subtask 2.2      Basis of Design Report (BODR) - 30 Percent Design**

CONSULTANT will prepare a BODR defining the Well No. 8 design criteria and associated process facilities based on the operational and regulatory requirements, site constraints, hydrogeology, and existing facilities. CONSULTANT will review published reports, regional well databases, and existing CITY RO WTP wellfield construction reports and test data to establish well design criteria. Evaluation of these data and information shall be used to develop the project documents. The BODR will have two primary sections: 1) well design and 2) well appurtenances, surface facilities and water main design. The well design section will support the application process with the St. Johns River Water Management District (SJRWMD) and will include sufficient details of the well design and location along with well drilling, construction, and testing procedures.

For the surface facilities and water main section, it will identify the PW-8 project components, locations, and configurations; pumping conditions and pump selection, and connections to existing facilities; and instrumentation, reporting, controls, and electrical service requirements. The BODR will conceptually locate and size the new process piping, well support slab, and ancillary facilities associated with PW-8. Regulatory permitting requirements and approach will be identified.

The BODR will represent the overall 30 percent design development level. It will include one electronic copy in PDF format and four hard copy half-size (11 inches by 17 inches) drawings sets. CONSULTANT will provide an Opinion of Probable Construction Cost (OPCC) in the BODR. A progress/review meeting will be held at the CITY's office to discuss the CITY's BODR review comments. CONSULTANT will produce and submit a meeting agenda and meeting minutes. CITY comments will be documented in the final BODR and meeting minutes.

## **TASK 2 - DELIVERABLES**

Initial Site Layout and Process Flow Diagram  
 Draft BODR  
 Final BODR  
 OPCC (30 percent)  
 Review meeting agenda and minutes in PDF format

## **TASK 3 FINAL DESIGN**

CONSULTANT will prepare design drawings and technical specifications in sufficient detail for the CITY to permit and obtain competitive bids for construction of PW-8. The final design development will consist of overall 90 percent (signed and sealed for permitting) and 100 percent (final design/Issued for Bid) completion levels, updated OPCCs, and project schedules.

### **Subtask 3.1 Preparation of Drawings and Specifications**

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

**Table 1 – Preliminary List of Drawings Raw Water Main/Surface Work and PW-8**

| Sheet No. | Drawing No. | Drawing Title                                        |
|-----------|-------------|------------------------------------------------------|
| 1         | G-0         | Cover Sheet/location map                             |
| 2         | G-1         | Index of Sheets/aerial                               |
| 3         | G-2         | General Notes, Symbols and Abbreviations             |
| 4         | C-1         | Key Map (shows routing of RWM and well location)     |
| 5         | C-2         | Raw Water Main and Well No. 8 Site Plan Improvements |
| 6         | C-3         | Well No. 8 Plan and Sections                         |
| 7         | C-4         | Well No. 8 Design Set Schematics (subsurface)        |
| 8         | C-5         | Raw Water Main Plan and Profile (1"=20')             |
| 9         | C-6         | Raw Water Main Plan and Profile (1"=20')             |
| 10        | C-7         | Access Road Typical Section                          |
| 11        | C-8         | Access Road Plan and Restoration                     |
| 12        | CD-1        | Well No. 8 Details                                   |
| 13        | CD-2        | Civil Details                                        |
| 14        | CD-3        | Civil Details                                        |
| 15        | M-1         | Mechanical General Notes, Symbols, and Abbreviations |
| 16        | M-2         | Well No. 8 Proposed Mechanical Plan                  |
| 17        | M-3         | Well No. 8 Proposed Section                          |
| 18        | MD-1        | Mechanical Details I                                 |

| Sheet No. | Drawing No. | Drawing Title                                                 |
|-----------|-------------|---------------------------------------------------------------|
| 19        | MD-2        | Mechanical Details II                                         |
| 20        | S-1         | Structural Notes and Well Pad plan, section, and details      |
| 21        | S-2         | Structural Well Pad Plan, Section, and Details                |
| 22        | E-1         | Standard Electrical Details, General Notes, and Abbreviations |
| 23        | E-2         | Standard Electrical Details, General Notes, and Abbreviations |
| 24        | E-3         | Overall Electrical Site Plan(s)                               |
| 25        | E-4         | Electrical Duct Bank Section                                  |
| 26        | E-5         | Partial Electrical Site Plan                                  |
| 27        | E-6         | Single Line Power Diagram, Load Schedule, and Front Elevation |
| 28        | E-7         | Riser Diagram and Equipment Front Elevation                   |
| 29        | E-8         | Misc. Electrical Details                                      |
| 30        | I-1         | Standard I&C Details and General Notes                        |
| 31        | I-2         | System Block Diagram                                          |
| 32        | I-3         | P&ID Well No. 8                                               |
| 33        | I-4         | Instrumentation Details                                       |
| 34        | I-5         | Instrumentation Details                                       |

1. Abbrev. - G: General; C: Civil; E: Electrical; M: Mechanical; S: Structural, I: Instrumentation

CONSULTANT will prepare project technical specifications, associated drawings listed in Table 1, and contract documents for procurement of PW-8 construction and testing. Technical specifications will utilize the EJCDC/CSI format (50-Division), which will cover general requirements, product requirements, and execution of installation.

CONSULTANT will prepare a well drilling contractor pre-bid qualification package for this work that will require each bidder to be qualified to construct PWS wells (per the specifications) and to confirm that they are knowledgeable about FDEP PWS requirements for well construction.

CONSULTANT will issue a formal submittal to the City at the 90 percent overall completion levels of the design development for review. The 90 percent design submittal will include:

- Advancement of P&ID and process mechanical design to completion.
- Advancement of other design disciplines to 90 percent completion.
- Internal technical, biddability, and constructability reviews.
- Internal back-checking and cross-checking between design disciplines and between drawings and specifications.
- Updated opinion of probable cost of construction.
- Pre-final drafts of all contract documents (drawings and technical specifications).

The overall 90 percent submittal will be based on the concepts established in the PDR and agreed upon because of the overall 30 percent design review meeting. The overall 90 percent submittal will include a set of drawings, technical specification, and an updated OPCC. Following the submittal of the overall 90 percent submittal, a final design coordination meeting will be held with the OWNER's staff to receive and discuss review comments, coordinate the project Front End documents (Division 0), and coordinate the final design. CONSULTANT will prepare and submit meeting minutes. CONSULTANT will address the CITY's comments in the 100 percent design submittal.

Once the comments from the permitting agencies listed in Task 4 below are received, CONSULTANT will incorporate the required revisions and prepare the 100 percent final design/Issued for Bid submittal. For the 100 percent design/Issued for Bid submittal, the drawings and technical specifications will be final and suitable for obtaining bids from construction contractors. CONSULTANT will prepare an update to the OPCC and project schedule at the 100 percent completion stage and submit to the CITY for review. CONSULTANT will deliver two half-size (11 inches by 17 inches sets of drawings, two full-size (22 inches by 34 inches) sets of drawings, and two hardcopy sets of specification as well as electronic copies in PDF.

### **TASK 3 - DELIVERABLES**

90 percent drawings and technical specifications  
100 percent drawings and technical specifications  
OPCC updates at 90 and 100 percent design  
Project Schedule at 100 percent design

### **TASK 4 PERMITTING ASSISTANCE**

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

- FDEP Specific Permit to construct or modify Public Water System (PWS) components, and
- Brevard County Building Department.

#### **Subtask 4.1 PWS Permit Modification**

Following approval of the BODR, a preliminary application meeting will be held with the FDEP regarding the PWS permit modification. CONSULTANT will submit 90 percent Preliminary Design documents on the CITY's behalf, prepare meeting agenda and minutes, and host the meeting by teleconference. The purpose of the meeting will be to describe the project, discuss the existing respective permit and permit modification, required forms, project specific submittals, processing fees, and other related regulatory requirements.

CONSULTANT will assist CITY in filing for and obtaining the necessary permit for the PWS permit modification. This subtask includes preparing the permit application, following the completion of the Preliminary Design phase, for the FDEP Specific Permit to Construct PWS components. CONSULTANT will prepare the application and supporting documentation for the NPDES permit and the CITY will submit the application through the on-line portal. CITY will provide payment of the permit fees and sign for as CITY and Operating Entity. CONSULTANT will prepare one response to a request of additional information.

#### **Subtask 4.2 Building Permit**

CONSULTANT will meet with the Brevard County Building Department during the design phase and provide an overall 90 percent complete set of drawings to solicit comments to expedite drawing review during the formal Building Permitting process. CONSULTANT will incorporate comments received from the Building Department into the design drawings, which will become the 100 percent/Issued for Bid documents. CITY will provide payment of the permit fees.

#### **TASK 4 - DELIVERABLES**

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

#### **TASK 5 BIDDING ASSISTANCE**

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

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

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

#### **TASK 5 - DELIVERABLES**

Responses to bidder's questions as needed  
Bid Tabulation  
Recommendation of bid award letter

#### **TASK 6 PROJECT AND QUALITY MANAGEMENT**

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

##### **Subtask 6.1 Project Management**

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

##### **Subtask 6.2 Quality Management**

CONSULTANT maintains a Quality Management System (QMS) for program on all projects. CONSULTANT will hold internal Technical Review Committee (TRC) and Project Quality meetings, for quality assurance and control, prior to transmitting documents to CITY. TRC meetings will be held at the overall 10, 30, and 60 percent milestones. TRC comments will be addressed prior to moving forward with the design. A final comprehensive review of the 100 percent documents will be performed prior to issuance for bid.

CITY and CONSULTANT shall schedule a design review meeting after the overall 30 percent design submittal to address comments and resolve issues. This meeting shall be attended by key staff of the CONSULTANT and CITY and scheduled for two hours. CONSULTANT will prepare and distribute an

agenda and meeting minutes. Review comments and resolution for the submittals shall be handled electronically through email with attachments or secure file transfer.

### **DATA OR COORDINATION ASSISTANCE TO BE PROVIDED BY THE CITY**

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

- Provide easement for the PW-8 site;
- Prepare and provide coordinated Front-End Documents (Division 0), and
- Provide bid evaluation and recommendation of award letters for Contractor.

### **BASIS FOR ESTIMATE**

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

1. CONSULTANT will use the latest existing legal description and site boundary surveys, as-built surveys, and record drawings as provided by the CITY in digital AutoCAD format (.dwg file format), in the performance of its work. CONSULTANT will subcontract for additional topographical survey services to establish elevations and horizontal controls as well as the location and identification of underground utilities and/or physical obstructions at the Project site.
2. CITY shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of reports, data, and other information furnished by CITY to CONSULTANT pursuant to this Task Order. CITY may use such reports, data, and information in performing or furnishing services under this Task Order. CONSULTANT's scope of work does not include verifying CITY provided information for accuracy or completeness. CITY may request an independent review of CITY provided information by CONSULTANT and can be provided as an additional Task Order or Amendment.
3. CONSULTANT will prepare OPCCs in accordance with the Association for the Advancement of Cost Engineering International, Inc. The following accuracies will be met according to the design completion stage:
  - a. OPCC estimate (+30% / -15%) for the 30 percent design documents.
  - b. OPCC estimates (+10% / -5%) for the 90 percent and 100 percent design documents.
4. Meeting agenda, meeting minutes, OPCC, and schedule will be submitted to CITY electronically in PDF format. Additionally, at the 100 percent milestone CONSULTANT will deliver two half-size (11 inches by 17 inches) sets of drawings, two full-size (22 inches by 34 inches) sets of drawings, and two hardcopy sets of specifications.
5. CITY will provide review of permit application forms, payment of permit fees, and appropriate signature(s) as CITY and Operating Entity.
6. SCADA integration and programming will be coordinated and accomplished by the CITY, therefore, said services are not included in this Task Order.
7. An estimated nominal pumping capacity of 3.1 MGD will be supplied using a VFD-capable motor that is able to meet the operating envelope agreed-upon with the CITY. CONSULTANT will discuss the

operating envelope that includes the initial low/high head discharge conditions and future low/high head conditions during the Kick-Off Meeting.

8. One vertical turbine pump with a VFD motor shall be utilized.
9. Instrumentation elements of the PW-8 wellhead assembly include pressure transmitter, pressure switch, flow transmitter and magnetic flow meter.
10. Control hardware compatible with existing Joe Mullins RO WTP Wellfield well sites including fiber optic cable, media converters, and PLC will be specified by the CITY.
11. No building or housing is anticipated to be necessary for the new well facility electrical and/or control equipment.
12. Temporary and final wellhead elevations will be based on compliance with regulatory floodplain elevation requirements.
13. The well-header system design shall be in accordance to CITY's preference (to be verified during the Project Kick-Off Meeting).
14. CITY shall provide direction for future transmission piping arrangements that will require tie-in to the existing PW-8 raw water transmission main. CONSULTANT will confirm capacity of raw water transmission mains (existing and future) and make necessary provisions to include the CITY-directed locations for tee fittings, isolation valves and stub-outs.
15. CONSULTANT has assumed that the proposed PW-8 site is not contaminated in any fashion and that CITY performed due diligence to confirm this assumption during the purchase of the property.
16. It is assumed that groundwater interference modeling will not be required to obtain a well drilling permit.
17. It is assumed for this Task Order that procurement or modification of a *NPDES Generic Permit for Discharge of Produced Ground Water from any Non-Contaminated Site Activity Permit* will not be required.
18. CONSULTANT is not responsible for delays due to the permitting approval process. CONSULTANT reserves the right to extend the schedule based on variable scheduling and review times of the regulatory agencies.
19. CONSULTANT will coordinate with the CITY's RO WTP designer (Jacobs Engineering) regarding PW-8's electrical and fiber connections to the RO WTP.

#### **TIME OF COMPLETION/SCHEDULE**

It is anticipated that the work will take 11 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). The estimated schedule by task is shown in **Table 2**. The estimated durations will be finalized based on the actual NTP date and adjusted based on project scheduling requirements. CONSULTANT will prepare and updated detailed Baseline Schedule within the first 30 calendar days after NTP. Upon completion of the bidding documents, the CITY will determine the sequence of bidding. The schedule is based on the durations of the bidding periods being approximately three months.

**Table 2 - Estimated Schedule**

| Task No. | Task Description                                                   | Task Duration | From Start |
|----------|--------------------------------------------------------------------|---------------|------------|
| 1        | Kickoff Meeting/Site Visit, Data Reviews, Survey, and Geotechnical | 3 weeks       | 3 weeks    |
| 2        | Preliminary Design                                                 | 17 weeks      | 20 weeks   |
| 3        | Final Design                                                       | 20 weeks      | 40 weeks   |
| 4        | Permitting Assistance                                              | 8 weeks       | 40 weeks   |
| 5        | Bidding Assistance                                                 | 8 weeks       | 48 weeks   |
| 6        | Project and Quality Management                                     | 48 weeks      | 48 weeks   |

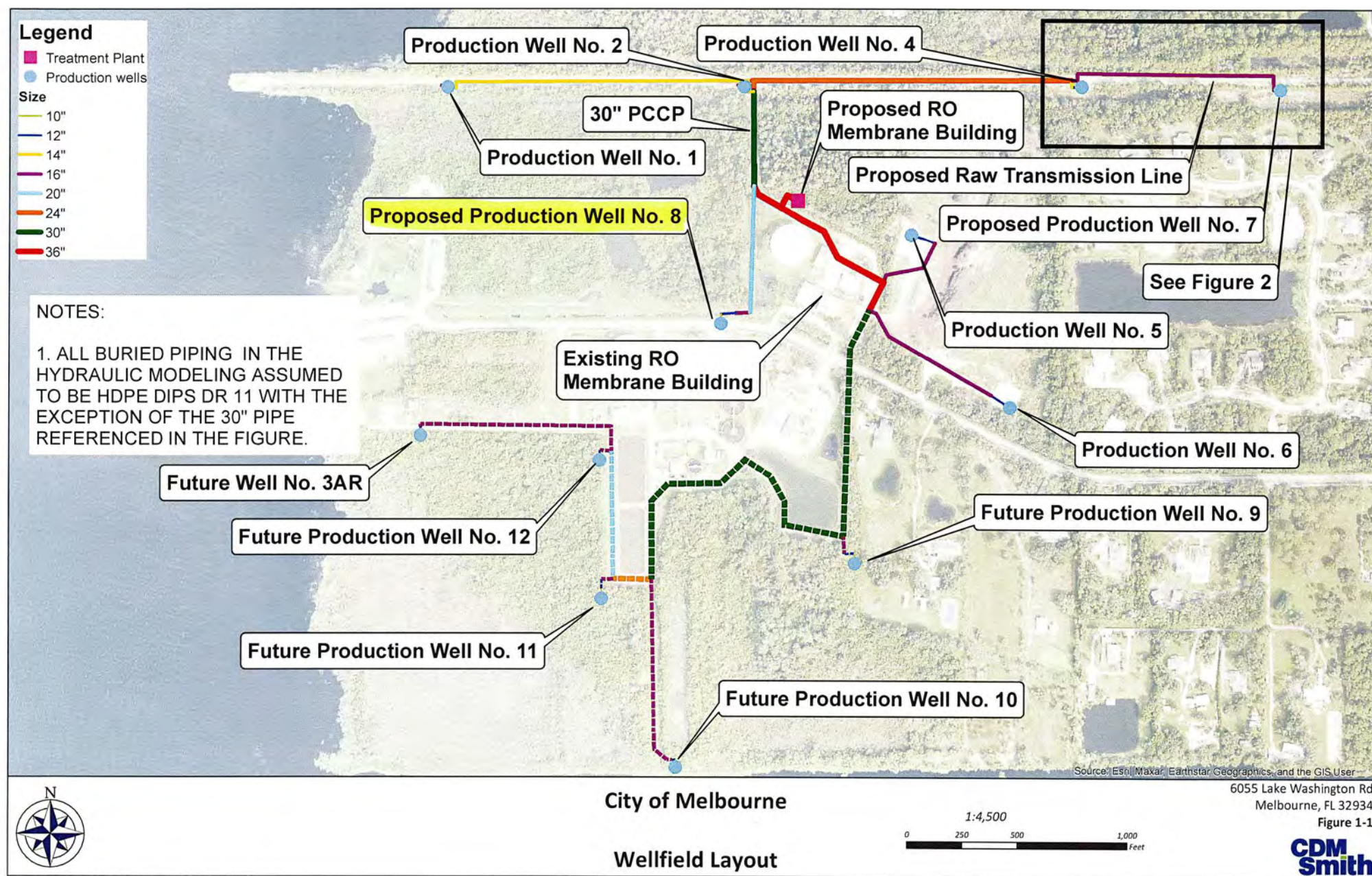
**COMPENSATION AND PAYMENT**

Compensation for work performed on Tasks 1-6 shall be made on a lump sum basis in the amount of \$437,235. Partial payments shall be made monthly in proportion to the percentage work completed. For invoice purposes only, the value by task is shown in **Table 3**. The total Not-To-Exceed upper limit of this Task Order, Tasks 1 through 6 inclusive, is \$437,235.

CONSULTANT will submit written monthly status reports with each invoice.

**Table 3 - Task Value for Invoice Purposes Only**

| Task                                                 | Description                                                        | Lump Sum         |
|------------------------------------------------------|--------------------------------------------------------------------|------------------|
| 1                                                    | Kickoff Meeting/Site Visit, Data Reviews, Survey, and Geotechnical | \$54,395         |
| 2                                                    | Preliminary Design                                                 | \$89,885         |
| 3                                                    | Final Design                                                       | \$197,820        |
| 4                                                    | Permitting Assistance                                              | \$13,735         |
| 5                                                    | Bidding Assistance                                                 | \$28,085         |
| 6                                                    | Project and Quality Management                                     | \$53,315         |
| <b>TOTAL TASK ORDER NO. CDM-09 (NOT-TO-EXCEED) =</b> |                                                                    | <b>\$437,235</b> |





**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |                          |
|--------------------------------------------|--------------------------|
| Department:                                | Public Works & Utilities |
| Presenter:                                 | Thomas Baker             |
| Council District:                          | 3                        |
| Reading Number:                            | N/A                      |
| Quasi-judicial Item (Disclosure Required): | No                       |
| Public Hearing:                            | No                       |
| Item Number:                               | C.12.                    |

**Subject:**

Task Order No. IEG-U-2025-001 to the Continuing Contract for Engineering Services with Infrastructure Engineering Group, LLC, for professional engineering services associated with the Inflow and Infiltration Study for the Grant Street Water Reclamation Facility Collection System.

**Background/Consideration:**

The Grant Street Water Reclamation Facility service area includes more than 135 miles of gravity sewer main and approximately 3,000 manholes. Excessive inflow and infiltration have been identified, including rainfall-derived inflow and infiltration (RDII), which is a significant concern affecting available treatment capacity, energy and operational costs, risk of sanitary sewer overflow, and regulatory compliance.

The scope of work includes project management services, data collection, flow monitoring, field investigations, data management, engineering evaluation, and a draft and final Inflow & Infiltration evaluation report. The project is expected to take approximately 540 days from Notice to Proceed.

The agenda materials provide details on the task order and describe the project scope.

**Fiscal/Budget Impact:**

Funding is available in Capital Improvement Project No. 37026 FY2026 Inflow & Infiltration Study.

**Requested Action:**

Approval of Task Order No. IEG-U-2025-001 to Infrastructure Engineering Group, LLC, Indian Harbour Beach, FL for professional engineering services for the Inflow & Infiltration Study for the Grant Street Water Reclamation Facility Collection System, Project No. 37026 for an amount not to exceed \$500,000.

## Memorandum

**To:** Jenni Lamb, City Manager

**Thru:** Joan Junkala-Brown, Deputy City Manager  
James Ennis, City Engineer  
Marla Keehn, Management & Budget Officer  
Jennifer Spagnoli, Public Works & Utilities Director



**From:** Christi Winn, Utilities Engineer 

**Date:** June 24, 2026

**Re:** Task Order IEG-U-2025-001 to the Professional Consulting Services Contract with Infrastructure Engineering Group, LLC for the Inflow and Infiltration Study at the Grant Street Water Reclamation Facility Collection System

---

This is a request for approval of a task order IEG-U-2025-001 to the Professional Consulting Services contract with Infrastructure Engineering Group, LLC (IEG) for the Inflow and Infiltration (I & I) Study at the Grant Street Water Reclamation Facility (WRF) collection system.

### Background

The Grant Street Water Reclamation Facility service area includes more than 135 miles of gravity sewer main and approximately 3,000 manholes. Excessive inflow and infiltration have been identified including rainfall-derived inflow and infiltration (RDII) which is a significant concern affecting available treatment capacity, energy and operational costs, risk of sanitary sewer overflow, and regulatory compliance.

### Scope of Services

The scope of work includes project management services, data collection, flow monitoring, field investigations, data management, engineering evaluation, and draft and final I & I evaluation report.

### Compensation and Schedule

The cost of services is a not-to-exceed amount of \$500,000. The work will be completed within 540 days of Notice to Proceed.

### Funding

Funding is available in Capital Improvement Project No. 37026 (FY2026 Inflow & Infiltration Study).

### Recommendations

Approval of Task Order IEG-U-2025-001 with Infrastructure Engineering Group, LLC of Indian Harbour Beach, Florida, in the amount of \$500,000.

Copy: Kacie Black, Engineering Contract Manager  
Robin Schaffroth, Utilities Budget & Procurement Specialist

CONTINUING CONTRACT FOR  
PROFESSIONAL CONSULTING SERVICES  
between  
THE CITY OF MELBOURNE  
and  
INFRASTRUCTURE ENGINEERING GROUP, LLC

This Task Order made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **UTILITIES**, dated November 25, 2025 by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and INFRASTRUCTURE ENGINEERING GROUP, LLC, of Indian Harbour 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 **Inflow and Infiltration Study Grant Street WRF Collection System**, 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- **UTILITIES** 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 **540** calendar days from receipt of written Notice to Proceed.

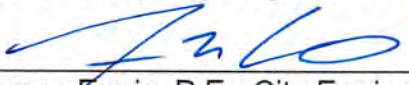
The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed **\$500,000** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **UTILITIES**. 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- **UTILITIES**.

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

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

Approved by City Engineer as to content:

  
\_\_\_\_\_  
James Ennis, P.E., City Engineer

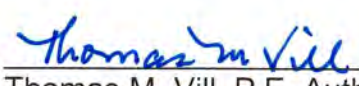
CITY OF MELBOURNE, FLORIDA  
Acting by and through its City Council

\_\_\_\_\_  
Jenni Lamb, P.E. City Manager

Attest:

\_\_\_\_\_  
Kevin McKeown, City Clerk

CONSULTANT

  
\_\_\_\_\_  
Thomas M. Vill, P.E. Authorized  
Member, Infrastructure Engineering  
Group, LLC

**EXHIBIT A**  
**PROFESSIONAL SERVICES**  
**FOR**  
**CITY OF MELBOURNE**  
**INFLOW AND INFILTRATION (I&I) STUDY**  
**GRANT STREET WRF COLLECTION SYSTEM**  
**Task Order No. IEG-U-2025-001**

**PROJECT BACKGROUND**

The CITY operates the Grant Street Water Reclamation Facility (WRF) and the wastewater collection system that conveys flow to the WRF. The Grant Street WRF service area includes more than 135 miles of gravity sewer main and approximately 3,000 manholes, subject to confirmation through CITY GIS and asset records.

The CITY has identified excessive inflow and infiltration (I&I), including rainfall-derived inflow and infiltration (RDII), as a significant concern affecting available treatment capacity, energy and operational costs, sanitary sewer overflow risk, and regulatory compliance. Peak wet-weather flows at the Grant Street WRF have exceeded the facility rated average daily treatment capacity on 114 occasions over the past 10-years and are correlated with rainfall events.

The purpose of this Task Order is to authorize a phased and iterative I&I Evaluation. The work will use collection system mapping, operating data, flow monitoring, rainfall analysis, and targeted field investigations to identify areas of excessive I&I, confirm likely sources, and develop prioritized rehabilitation recommendations. The approach is intended to direct field work toward the locations with the greatest expected benefit, while providing City Utilities Staff with review and approval opportunities before each material field investigation is performed.

**PROJECT APPROACH**

The I&I Evaluation will be conducted as a data-driven, iterative process. Initial data review and system mapping will be used to identify priority basins and select initial monitoring locations. Flow monitoring and rainfall analysis will then be used to refine the basin ranking and identify targeted areas for more detailed field investigation. Before smoke testing, manhole inspections, micro-metering, or other field work is performed, IEG will present the results of the completed analysis and a recommended field investigation plan to CITY Utilities Staff for review and prior approval.

The iterative approach is intended to avoid a broad, unfocused field program and instead move progressively and methodically from system-wide screening to basin-level prioritization, sub-basin refinement, field confirmation, and rehabilitation planning. The planning objective is to identify projects that can achieve the greatest practicable I&I reduction for the lowest lifecycle cost.

**SCOPE OF SERVICES**

The ENGINEERS will provide the following services:

**Task 1 - Project Management, Kickoff Meeting, and Work Planning**

IEG will manage the project, coordinate with CITY staff and our subconsultant InfraLytics, and establish the project work plan, schedule, data needs, and decision points.

- Prepare for and conduct a kickoff meeting with CITY Utilities Staff to confirm project goals, available data, service area limits, GIS and data standards, safety and access requirements, public notification expectations, and review procedures.
- Prepare a data request log, preliminary project schedule, communication protocol, and quality management approach.

- Coordinate InfraLytics field service planning, proposed work areas, field deliverables, data transfer, and QA/QC expectations.
- Coordinate regular progress meetings or calls with CITY staff during active work.

Task 1 Deliverables: Kickoff meeting agenda and minutes, data request log, project schedule, monthly progress summaries, and action item log.

### **Task 2 - Data Collection and Baseline System Characterization**

IEG will compile and review available information necessary to characterize the Grant Street WRF collection system and identify initial priority basins for further evaluation.

- Review available GIS asset data, sewer maps, as-built drawings, record drawings, lift station information, SCADA and runtime data, WRF influent flow records, rainfall data, SSO records, work orders, customer complaints, prior inspection records, prior rehabilitation records, hydraulic model information, and water billing or consumption data where available.
- Develop or refine a sewer shed and sub-basin hierarchy, including lift station basins, gravity-only drainage areas, and downstream relationships to the Grant Street WRF.
- Identify operational pain points, surcharge locations, bottlenecks, recent SSOs, prior rehabilitation areas, and areas with known maintenance concerns.
- Screen physical vulnerability factors, including age and material where available, location relative to floodplain or low-lying areas, prior manhole and pipe lining, and seasonal high groundwater indicators based on available soils and GIS information.
- Identify data gaps and recommend initial flow monitoring locations or supplemental field verification needs.

Task 2 Deliverables: Data inventory, GIS base map, sewer shed/sub-basin mapping, initial data gap summary, and preliminary basin prioritization memorandum.

### **Task 3 - Flow Monitoring, Rainfall Analysis, and Initial Basin Prioritization**

IEG will use available WRF flow data, lift station operating data, rainfall records, temporary monitoring data, and related system information to evaluate dry-weather and wet-weather collection system response. The intent of this task is to identify areas that exhibit excessive RDII or groundwater infiltration and to prioritize field investigation plan.

- Review WRF influent flows, lift station SCADA/runtime data, rainfall records, available flow monitoring data, and system operating information.
- Recommend temporary flow monitoring, level monitoring, micro-metering, or other monitoring locations to isolate priority basins and sub-basins.
- Coordinate CITY review and approval of monitoring locations before field deployment.
- Analyze dry-weather flows, nighttime flows, wet-weather peak response, rainfall response timing, antecedent condition effects, peak factors, and groundwater infiltration indicators.
- Compare monitored or estimated flows with WRF influent data, lift station data, water-use-derived sanitary flow estimates where available, and available hydraulic model information.
- Prepare an updated basin ranking and recommended field investigation plan based on the monitoring and rainfall analysis.

Task 3 Deliverables: Flow monitoring and rainfall analysis plan, monitoring location map, data QA/QC summary, flow and rainfall analysis plots, updated basin ranking matrix, and recommended initial field investigation plan.

Tasks 3 through 5 will be repeated as results narrow the areas within the basin showing the greatest issues.

### **Task 4 - City Review Workshops and Field Investigation Authorization**

Before material field investigation activities are performed, IEG will present the results of the completed data analysis and proposed next steps to CITY Utilities Staff. The goal is to obtain CITY review and approval of each field investigation phase before field crews are mobilized.

- Conduct a review workshop with CITY Utilities Staff following completion of the initial basin prioritization and before the first field investigation phase.
- Prepare a field investigation authorization memorandum for each recommended field work package. Each memorandum will identify the proposed work area, basis for selection, recommended field methods, estimated quantities, estimated unit-price field service cost, schedule, deliverables, and assumptions.
- Revise the field investigation plan based on CITY comments before authorizing InfraLytics to proceed.
- Conduct additional interim review meetings as necessary to present results, refine priorities, and obtain CITY approval before subsequent field work is performed.

Task 4 Deliverables: Review workshop materials, field investigation authorization memoranda, revised field maps, approved work packages, and meeting summaries. Tasks 3 through 5 will be repeated as results narrow the areas within the basin showing the greatest issues.

### **Task 5 - Targeted Field Investigations and Field Data Collection**

InfraLytics will provide specialized field services through IEG for CITY-approved work areas. Field services will be performed only after CITY approval of the applicable work package, estimated quantities, and not-to-exceed field service budget. Actual payment for InfraLytics field work will be based on accepted quantities performed at the unit prices shown in Exhibit C.

#### **Smoke Testing, Dye Testing, and Related Field Verification**

- Perform smoke testing of selected gravity sewer line segments within CITY-approved priority basins and sub-basins.
- Provide public outreach and notification support, including door hangers, notifications to authorities, road signage, dedicated customer hotline support, GIS deliverables, and live dashboard support as applicable.
- Document observed inflow defects, which may include building connections, cleanouts, roof drains, yard drains, area drains, cross-connections, missing or damaged cleanout caps, manhole cover inflow, and other observed inflow sources.
- Perform dye testing, temporary line stops, pipe isolation, drone inspection, or high-resolution zoomable pole camera inspection as needed and as authorized to confirm suspected sources or refine recommendations.

#### **Manhole Evaluations**

- Perform NASSCO MACP Level 2 and/or Level 1+ manhole evaluations in selected areas authorized by the CITY.
- Collect 3D imaging, 360-degree video, GIS hyperlinks, condition assessment information, component condition observations, photos, defect coding, and evaluator scoring as applicable to the selected inspection level.
- Identify and score observed defects such as cover inflow, frame/chimney defects, wall infiltration, bench/channel defects, pipe connection defects, structural deficiencies, evidence of surcharge, sediment, and other relevant indicators.

#### **Micro-Metering / Level Monitoring**

- Deploy micro-metering or level monitoring devices in selected manholes or sewer segments where authorized by the CITY.
- Use level data to evaluate dry-weather groundwater infiltration indicators and wet-weather response or surcharge conditions.
- Use results to refine the investigation area and identify a limited number of suspect line segments, manholes, or sub-basins requiring follow-up evaluation.

#### **Minor Remediation Measures**

- Identify opportunities for immediate low-cost inflow reduction, such as rain/inflow dishes or damaged cleanout cap replacement.

- Install minor remediation measures only where specifically authorized by the CITY as part of an approved field work package.
- Document locations, quantities, photos, and before/after information for authorized minor remediation measures.

Task 5 Deliverables: Field daily summaries, smoke testing logs, defect location database, manhole inspection records, photos/videos/3D data links, micro-metering data, GIS deliverables, dashboard exports, minor remediation records, and summary tables. Tasks 3 through 5 will be repeated as results narrow the areas within the basin showing the greatest issues.

#### **Task 6 - Data Management, GIS Integration, and QA/QC**

IEG and InfraLytics will manage field and analytical data in formats suitable for CITY review and future implementation.

- Compile field findings in geospatial datasets, anticipated to include file geodatabase, SHP, KML, and CSV formats as requested by the CITY.
- Provide GPS coordinates, CITY asset IDs, observed defect information, photos, videos, manhole scan links, inspection records, and other data necessary for future rehabilitation planning.
- Perform QA/QC review of asset IDs, coordinates, duplicate records, missing fields, field notes, defect codes, and consistency with CITY GIS standards.
- Prepare electronic data outputs suitable for incorporation into the CITY's GIS, CMMS, Survey123, or other workflow as agreed during the kickoff meeting.

Task 6 Deliverables: Project GIS database, tabular data exports, dashboard exports or links, data dictionary, and QA/QC summary.

#### **Task 7 - Engineering Evaluation, Rehabilitation Prioritization, and CIP Planning**

IEG and InfraLytics will integrate flow data, rainfall analysis, field observations, GIS information, system operations information, and physical system characteristics to develop prioritized I&I reduction recommendations.

- Identify and categorize I&I sources by basin, sub-basin, asset type, defect type, severity, estimated contribution, and recommended corrective action.
- Develop a prioritized rehabilitation program that may include manhole lining, chimney seals, frame and cover replacement, rain/inflow dishes, cleanout cap replacement, lateral follow-up, pipe lining, point repairs, sewer replacement, targeted CCTV, additional monitoring, or operational improvements.
- Prepare planning-level cost estimates for recommended improvements and rank projects based on anticipated I&I reduction, cost-effectiveness, risk reduction, constructability, implementation timing, and operational priority.
- Identify quick-response measures, near-term CIP projects, and longer-term rehabilitation program elements.
- Prepare recommendations suitable for CITY CIP planning, budgeting, regulatory discussions, and Collection System Action Plan documentation.

Task 7 Deliverables: Basin I&I ranking, rehabilitation prioritization matrix, recommended CIP project list, planning-level cost estimates, implementation sequence, and CSAP-support summary.

#### **Task 8 - Draft and Final I&I Evaluation Report and Presentation**

IEG will prepare a draft and final I&I Evaluation Report summarizing the project approach, results, conclusions, and recommendations.

- Prepare a draft report including project background, methodology, system characterization, flow/rainfall analysis, field investigation results, GIS findings, I&I source prioritization, rehabilitation recommendations, planning-level costs, and implementation sequence.
- Review draft report comments with CITY staff and prepare a final report addressing CITY comments.

- Prepare presentation materials summarizing the findings and recommendations for CITY Utilities Staff. One presentation to City Council or a public meeting may be provided as an additional service or as otherwise included in the approved fee.

Task 8 Deliverables: Draft I&I Evaluation Report, comment response log, final I&I Evaluation Report, electronic data package, and presentation materials.

### DATA OR COORDINATION ASSISTANCE TO BE PROVIDED BY THE CITY

- Provide available GIS data, asset IDs, sewer maps, record drawings, lift station data, SCADA/runtime data, WRF influent flow data, rainfall records, SSO records, hydraulic model information, water billing data, work orders, prior inspection records, prior rehabilitation records, and other relevant information available to the CITY.
- Designate a CITY project manager and operations contacts for timely coordination, decisions, and review comments.
- Provide access to CITY-owned facilities, easements, manholes, lift stations, and data systems as required for the authorized work.
- Review and approve monitoring locations, field investigation work packages, public notification materials, optional services, and minor remediation locations before implementation.
- Coordinate or assist with public notifications, public safety notifications, customer service protocols, restricted area access, and field work communications.
- Provide consolidated written comments on draft deliverables within the review periods assumed in this Task Order.

### ASSUMPTIONS AND EXCLUSIONS

1. CITY-provided GIS, record drawings, operating data, and other information will be relied upon for planning and evaluation. IEG will identify apparent discrepancies discovered during the work but will not independently verify all CITY-provided information unless specifically authorized.
2. Field work will be performed during normal business hours unless otherwise approved by the CITY.
3. Flow monitoring and micro-metering conclusions depend on rainfall timing, rainfall intensity, antecedent groundwater conditions, field access, and hydraulic conditions during the monitoring period.
4. Planning-level cost estimates are for budgeting and prioritization and are not construction bids or opinions of guaranteed construction cost.
5. This Task Order does not include construction design, permitting, bidding, construction administration, or resident project representation for rehabilitation projects unless separately authorized.
6. This Task Order does not include entry into private buildings, plumbing evaluations, private lateral repairs, enforcement action support, easement acquisition, or legal services unless separately authorized.
7. This Task Order does not include formal hydraulic model calibration or design-level capacity analysis unless separately authorized.
8. This Task Order does not include detailed pipe CCTV inspection beyond limited pole camera, drone, or field verification activities specifically authorized in a field work package.
9. Application fees, permit fees, impact fees, off-duty law enforcement, specialized traffic control, or other third-party fees are considered direct expenses to the CITY unless specifically included in the authorized compensation.

### SCHEDULE AND DELIVERABLES

The following is the anticipated schedule. The schedule will be finalized based on the actual Notice to Proceed date, data availability, rainfall events sufficient for wet-weather analysis, field access, and CITY review periods.

| Task No. | Task Description                               | Estimated Duration                     | Key Deliverables / Decision Points                 |
|----------|------------------------------------------------|----------------------------------------|----------------------------------------------------|
| 1        | Project Management, Kickoff, and Work Planning | Ongoing; kickoff within 2 weeks of NTP | Kickoff agenda/minutes, data request log, schedule |

| Task No. | Task Description                                             | Estimated Duration                                                                            | Key Deliverables / Decision Points                                          |
|----------|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 2        | Data Collection and Baseline Characterization                | 45-60 days from NTP                                                                           | System mapping, data inventory, preliminary basin prioritization            |
| 3        | Flow Monitoring, Rainfall Analysis, and Basin Prioritization | 90-150 days, depending on rainfall and monitoring needs                                       | Monitoring plan, rainfall/flow analysis, updated basin ranking              |
| 4        | City Review Workshops and Field Authorization                | Before each field phase                                                                       | Approved field investigation work package                                   |
| 5        | Targeted Field Investigations                                | As authorized; estimated 30-120 days per work package                                         | Smoke testing, manhole inspections, micro-metering, GIS field data          |
| 6        | GIS/Data QA/QC                                               | Ongoing with field work                                                                       | GIS database, data exports, QA/QC summary                                   |
| 7        | Engineering Evaluation and CIP Planning                      | 60-90 days after completion of authorized field work                                          | Rehabilitation priorities, planning-level costs, implementation sequence    |
| 8        | Draft and Final Report                                       | Draft within 45 days after completion of evaluation; final within 30 days after CITY comments | Draft report, final report, electronic data package, presentation materials |

## PROJECT COMPENSATION

The ENGINEERS' professional services and engineering evaluation work will be provided on a lump sum basis by task and invoiced monthly based on the percentage of completion for each task. InfraLytics field services performed through IEG will be paid based on accepted quantities at the CITY-approved unit prices shown below, subject to the authorized not-to-exceed amount for each CITY-approved field work package. IEG will add no markup on the costs of InfraLytics services.

No field investigation work by InfraLytics will be initiated until IEG has submitted the proposed field work package to CITY Utilities Staff and received written approval of the work area, scope, estimated quantities, and estimated field service cost.

| Scope Item / Task                                                                | Compensation Method                            | Total Fee / Authorized Amount |
|----------------------------------------------------------------------------------|------------------------------------------------|-------------------------------|
| Task 1 - Project Management, Kickoff, and Work Planning                          | Lump Sum                                       | \$ 14,500                     |
| Task 2 - Data Collection and Baseline System Characterization                    | Lump Sum                                       | \$ 12,500                     |
| Task 3 - Flow Monitoring, Rainfall Analysis, and Initial Basin Prioritization    | Lump Sum                                       | \$ 78,000                     |
| Task 4 - City Review Workshops and Field Investigation Authorization             | Lump Sum                                       | \$ 22,000                     |
| Task 6 - Data Management, GIS Integration, and QA/QC                             | Lump Sum                                       | \$ 38,000                     |
| Task 7 - Engineering Evaluation, Rehabilitation Prioritization, and CIP Planning | Lump Sum                                       | \$ 42,000                     |
| Task 8 - Draft and Final I&I Evaluation Report and Presentation                  | Lump Sum                                       | \$ 16,000                     |
| <b>IEG Professional Services Subtotal</b>                                        | <b>Lump Sum</b>                                | <b>\$ 223,000</b>             |
| <b>InfraLytics Field Services Allowance</b>                                      | <b>Unit Price / Actual Accepted Quantities</b> | <b>\$ 277,000</b>             |
| <b>TOTAL TASK ORDER NOT-TO-EXCEED</b>                                            | <b>Combined</b>                                | <b>\$ 500,000</b>             |

### InfraLytics Unit Prices for Authorized Field Services

| Service                                                                                                      | Unit Price                                                                            |
|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| NASSCO MACP Level 2 Manhole Evaluation                                                                       | \$170 each                                                                            |
| NASSCO MACP Level 1+ Manhole Evaluation                                                                      | \$115 each                                                                            |
| Manhole Dish and Installation (Rain Stopper I/I Dish)                                                        | \$60 each                                                                             |
| Smoke Testing / Dye Testing / Cleanout Repair /<br>Temporary Inflow Plug / Pipe Isolation / Drone Deployment | \$0.65 per linear foot                                                                |
| Micro-Metering / Level Monitoring                                                                            | Initial Deployment \$ 3,500 per basin<br>Subsequent Deployments \$1,200 per sub-basin |

### FIELD WORK AUTHORIZATION PROCEDURE

Because the evaluation is intended to be iterative, field investigation activities will be authorized in work packages rather than automatically performed across the entire collection system. Each field work package will include, at a minimum:

- Identification of the basin, sub-basin, lift station basin, or gravity sewer area to be investigated.
- Summary of the data and analysis supporting selection of the area.
- Proposed field methods, such as smoke testing, manhole inspections, micro-metering, dye testing, pole camera inspection, drone deployment, or minor remediation.
- Estimated quantities and estimated cost based on the approved unit prices.
- Proposed schedule, access requirements, public notification needs, and CITY coordination requirements.
- Expected deliverables and how the results will be used to refine subsequent work.

CITY approval of a field work package may be provided by written authorization from the CITY Project Manager, subject to the authorized Task Order budget and any approval limits established by the CITY.

#### **OPTIONAL OR FUTURE SERVICES NOT INCLUDED UNLESS AUTHORIZED**

- Detailed pipe CCTV inspection beyond limited pole camera, drone, or field verification activities expressly authorized for this Task Order.
- Preparation of design drawings, technical specifications, bid documents, permits, or construction documents for rehabilitation projects.
- Construction administration, resident project representation, contractor procurement, or construction-phase services.
- Formal hydraulic model development, calibration, or model update beyond use of existing model data for screening and comparison.
- Surveying, subsurface utility engineering, geotechnical exploration, environmental permitting, public involvement meetings beyond those listed, or easement/acquisition services.
- Legal, financial, grant administration, or regulatory compliance services beyond the engineering and CSAP-related technical support described herein.
- Work requiring confined space entry, specialized traffic control, off-duty law enforcement, night work, or private property access not identified in an approved field work package.



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |             |
|--------------------------------------------|-------------|
| Department:                                | Engineering |
| Presenter:                                 | James Ennis |
| Council District:                          | 5           |
| Reading Number:                            | N/A         |
| Quasi-judicial Item (Disclosure Required): | No          |
| Public Hearing:                            | No          |
| Item Number:                               | C.13.       |

**Subject:**

Amendment No.1 to the professional engineering services contract with PGAL, Inc. for the Fire Department Needs Analysis and Station Design, Project No. 10321, PGAL, Inc., Houston, TX - \$183,000.

**Background/Consideration:**

In the summer of 2025, PGAL presented final conceptual design plans for Fire Station No. 72. Over the last year, staff has conducted further due diligence on multiple sites for the relocation of Fire Station No. 72. While originally designed for the previously proposed location at Jimmy Moore Park, the City desires to see roughly the same design and layout for the future site on Sarno Road, west of Wickham Road — otherwise known as the Boozer site, Parcel ID 27-36-24-00-11 / Tax Account 2703576.

Following Council's approval of a purchase agreement for the Boozer site, the attached amendment seeks to authorize additional professional services from PGAL to confirm whether the Boozer site can accommodate the previously proposed Fire Station No. 72 floor plan and site design, in a potentially modified layout. The amendment includes performing additional geotechnical work, wetland delineation, conceptual building and site design, and wetland mitigation — a portion of which must be substantially complete within the 90-day Inspection Period contained within the Purchase Agreement. At a minimum, the geotechnical work, preliminary wetland delineation, and 30% design documents will be completed approximately 60 days from Council approval of the amendment.

**Fiscal/Budget Impact:**

Funding is sufficient in Capital Improvement Project No. 10321 (Fire Station No. 72).

**Requested Action:**

Approval of Amendment No.1 to the professional engineering services contract with PGAL, Inc. for the Fire Department Needs Analysis and Station Design, Project No. 10321, PGAL, Inc. in the amount of \$183,000 and authorization for the City Manager to execute the amendment substantially in the form attached.

**Memorandum**

**To:** Jenni Lamb, City Manager  
Joan Junkala-Brown, Deputy City Manager

**Thru:** Marla Keehn, Management & Budget Officer

**From:** J. Danielle Straub, Acting/Assistant City Engineer

**Date:** July 7, 2026

**Re:** Amendment 1 to the Contract with PGAL, Inc. for the Fire Department Needs Analysis and Station Design, Project No. 10321

---

On June 13, 2023, City Council approved a contract with PGAL, Inc., (PGAL) for the Fire Department Needs Analysis and Station Design. The contract included comprehensive needs analysis of four existing fire stations (Nos. 72, 73, 75 and 76) and to creation of a specific design criteria package to replace existing Fire Station No. 72; thus allowing for the replacement of that station to be advertised upon completion of the remaining construction contract documents.

In the summer of 2025, PGAL presented final conceptual design plans for Fire Station No. 72 at the original Jimmy Moore Park site. On October 14, 2025 and April 28, 2026, City Council provided direction for staff to conduct further due diligence on multiple sites for the relocation of Fire Station No. 72. At direction of City Council at the May 26, 2026 meeting, staff pursued the purchase of a privately-owned site located on Sarno Road west of Wickham Road (Parcel ID 27-36-24-00-11 / Tax Account 2703576 known as Boozer site). The City desires to see roughly the same design and layout of the fire station on the new site.

This amendment allows for the additional professional services from PGAL to confirm whether the Boozer site can accommodate the previously proposed Fire Station No. 72 floor plan and site design, in a potentially modified layout. The amendment includes performing additional geotechnical work, wetland delineation, conceptual building and site design, and wetland mitigation — a portion of which must be substantially complete within the 90-day Inspection Period contained within the Purchase Agreement. At a minimum, the geotechnical work, preliminary wetland delineation, and 30% design documents will be completed approximately 60 days from Council approval of the amendment.

**Funding**

Funding is available within the project budget.

**Recommendation**

Recommend approval of Amendment 1 to the contract with PGAL, Inc., for the Fire Department Needs Analysis and Station Design, Project 10321 in the amount of \$183,000 and authorization for the City Manager to execute the amendment substantially in the form attached.

Attachments: Original Contract, Amendments 1

cc: James Ennis, City Engineer

**FIRST AMENDMENT TO THE  
CONTRACT FOR  
PROFESSIONAL CONSULTING SERVICES  
FIRE DEPARTMENT NEEDS ANALYSIS AND STATION DESIGN**

This First Amendment to Contract for Professional Consulting Services for the FIRE DEPARTMENT NEEDS ANALYSIS AND STATION DESIGN (the "First Amendment"), is entered into by and between the CITY OF MELBOURNE, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY") and PGAL, Inc., of Houston, TX (the "CONSULTANT"), referred to herein as the Parties (collectively) or the Party (singularly).

**RECITALS**

WHEREAS, the CITY and the CONSULTANT have entered into that certain Continuing Contract for Professional Consulting Services FIRE DEPARTMENT NEEDS ANALYSIS AND STATION DESIGN, effective June 29, 2023 (the "Existing Contract"); and

WHEREAS, the Existing Contract provides that professional services by the CONSULTANT is for architectural and engineering services to assist in the needs analysis and criteria package related to the improvements for the existing fire stations; and

WHEREAS, pursuant to the terms of the Existing Contract, Professional Consulting Services required and necessary to complete the services set forth in Exhibit A, Scope of Professional Services; and

WHEREAS, the Existing Contract is still in effect and shall not expire unless or until the tasks set forth in Exhibit A have been completed and outstanding Optional Services and Additional Services have been completed, unless terminated in accordance with this Agreement; and

WHEREAS, the Parties agree that the intent of the Existing Contract is to allow the City to authorize The Professional Consulting Services described in Exhibit A under this Agreement identify the scope of the work involved, the amount and method of compensation, time to complete, and other anticipated appropriate special provisions or conditions necessary for the proposed Project. Professional Consulting Services provided under this Agreement include those services within the scope of practice of professional architectural and engineering services to support the work described in Exhibit A; and

WHEREAS, since the Existing Contract commenced it has been determined that a change in site for Fire Station 72, from next to Jimmy Moore Park to a privately-owned site located on Sarno Road west of Wickham Road, is necessary and similar services described in Exhibit A are required at the new Sarno Road site; and

WHEREAS, the City desires PGAL, Inc. to perform similar services from Phase I and Phase II as described in Exhibit A Scope of Service for the Sarno Road site; and

WHEREAS, the CITY and the CONSULTANT hereto desire to amend the Existing Contract to reflect the intention of the Parties, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONSULTANT agree as follows:

Section 1. Definitions. Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Existing Contract.

Section 2. Modifications to the Existing Contract. In interpreting this amendment, the scope of services set forth in Exhibit A will be construed to include the new Sarno Road site to supplement the services already performed at the original Fire Station 72 site.

Section 3. Date of Effectiveness; Limited Effect. This First Amendment will be deemed effective as of July 15, 2026 (the "Effective Date"). Except as expressly provided in this First Amendment, all of the terms and provisions of the Existing Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONSULTANT. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONSULTANT that would require the waiver or consent of the other party. On and after the Effective Date, each reference in the Existing Contract to "this Contract," "the Contract," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Existing Contract, as amended by this First Amendment.

Section 4. Miscellaneous.

a. This First Amendment is governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions of such State.

b. This First Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns, as permitted.

c. The headings in this First Amendment are for reference only and do not affect the interpretation of this First Amendment.

d. This First Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery

of an executed counterpart of this First Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this First Amendment.

e. The Existing Contract as amended by this First Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

f. Each Party shall pay its own costs and expenses in connection with this First Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

**CITY OF MELBOURNE**, a Florida  
municipal corporation

**PGAL, INC.**, a Texas Profit corporation

By: \_\_\_\_\_

Jenni Lamb, As  
City Manager

By: \_\_\_\_\_

Name: Title:

Date:

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kevin McKeown, City Clerk



July 1, 2026,

Mr. James Ennis, PE, PMP  
City Engineer  
City Of Melbourne  
Engineering Department  
900 East Strawbridge Avenue  
Melbourne, Florida 32901

Re: **City of Melbourne**  
**Fire Department Station 72 – Full Service Design Budget Proposal “New Site Location”**  
**Request for Additional Services**

ALEXANDRIA  
ATLANTA  
AUSTIN  
BOCA RATON  
DALLAS/FORT WORTH  
DENVER  
HOBOKEN  
HOUSTON  
LAS VEGAS  
LOS ANGELES  
SALT LAKE CITY  
SAN DIEGO

Mr. Ennis,

As a follow-up to our discussion with staff on Monday, December 22<sup>nd</sup>, **PGAL** has been requested to provide design budgets to complete the Design Documents for Station 72 as described below for a new site west of Jimmy Moore Park and previous site plan services at Jimmy Moore Park.

This Design Budget Proposal is based upon **PGAL** maintaining the original consultants along with an additional consultant. The Melbourne office of **TLC Engineering Solutions** will provide the following design services, structural, fire protection, plumbing, mechanical, electrical, fire alarm, low voltage and security. The Merritt Island office of **DRMP** will provide the following design services, civil engineering, and landscape. **DRMP** will provide surveying and ecological services for wetland mitigation at the proposed site. This budget proposal excludes Construction Documents, Permitting, Construction Administration Services that will be negotiated under a future task order.

The original approved Basic Services Design Fee for Station 72 and related design criteria package include the following as listed below:

|                                             |                  |
|---------------------------------------------|------------------|
| Needs Assessment/Programming (Completed)    | \$ 11,216        |
| Site Evaluations (Completed)                | \$ 22,433        |
| Conceptual Design (Completed)               | \$ 22,433        |
| Schematic Design (Completed)                | \$ 44,865        |
| Design Development (Completed)              | \$ 67,298        |
| Final Reports (100% Credit)                 | \$ 5,608         |
| <u>Design Criteria Package (85% Credit)</u> | <u>\$ 72,626</u> |
| Total Basic Services Design Fee             | \$246,479        |

|                                                   |                  |
|---------------------------------------------------|------------------|
| Site Plan (Jimmy Moore Park Masterplan)           |                  |
| Architectural                                     | \$ 31,500        |
| Land Use                                          |                  |
| Architectural                                     | \$ 8,535         |
| Civil (Legals)                                    | \$ 3,965         |
| <u>Sub-Total for Original Site Plan Approval:</u> | <u>\$ 44,000</u> |
| Credit to our Original Basic Services             | \$ 23,340        |

**PGAL** has obtained site plan and land-use change approval from staff along with Planning and Zoning approval for the original site at Jimmy Moore Park. The original site plan included a Land Use Change and Legal Descriptions. A masterplan with future phased concepts to provide additional parking upon demolition of Station 72, ADA accessible paths and playground equipment was part of the site plan process. In response to comments by the residents, the Council requested staff to evaluate potential site locations to relocate Station 72.

**New Site Selection Approved** – Station 72 will be relocated approximately a quarter mile to the west along Sarno Road to be acquired by the city. The proposed site is approximately 2.60 acres with approximately 378 feet of frontage along Sarno Road and 300 feet in depth. This site option requires full design services and staff level site plan approval. This site will require wetland mitigation and permitting. Staff parking will be limited to twenty (20) spaces, which allows for shift change. Public parking will be limited to four (4) spaces plus two (2) handicap spaces. Public Utilities are readily available within the right-of-way along Sarno Road and off-site engineering or lift station will not be required.

**PGAL** will provide the following design services, Programing, Architectural, Interiors, Ecological Services, Geotechnical Services (water management and foundation design), Civil, Landscape, Structural, Fire Protection, Plumbing, Mechanical, Electrical, Fire Alarm, Low Voltage and Security.

Ecological Services to include the following:

- Site Visit and wetland flagging.
- Preparation of Environmental Assessment.
- Coordination and field meeting with SJRWMD for wetland verification.
- Coordination with project surveyor regarding wetland flagging.
- UMAM Assessment.
- Mitigation Credit Assessment.
- Coordination with City PM regarding mitigation credit purchase.
- Preparation of permit sketches.
- Coordination with EOR to provide SJRWMD submittal documents.
- Preparation of SJRWMD ERP Permit Application Section E.
- Agency RAI reviews and responses.

Full Design Budget:

|                                          |                  |
|------------------------------------------|------------------|
| Topographic & Wetland Survey             | \$ 12,000        |
| Geotechnical Investigations              | \$ 11,500        |
| Conceptual Design Studies                | \$ 27,500        |
| Schematic Design                         | \$ 41,500        |
| Design Development                       | \$ 64,000        |
| <u>Meetings &amp; Wetland Mitigation</u> | <u>\$ 26,500</u> |
| Total Design Budget Option Two:          | \$ 183,000       |

This budget excludes permitting costs paid by the Design Team to authorities having jurisdiction, those would be reimbursable direct costs.

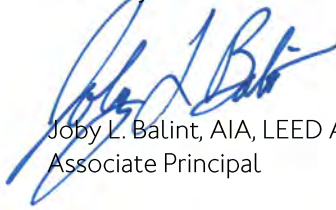
#### **Estimated Design Schedule:**

**Within 60 days of NTP Conceptual Design and Site Plan Verification to be Completed**  
**Design Development & Site Plan Submittal = 10 weeks from NTP**  
**Construction Documents for Bidding and Permitting = additional 12 weeks from Site Plan Approval**

**Note: This site will require wet land mitigation permitting which impacts the overall project timeline.**

Should there be any questions or clarifications do not hesitate to contact me at (561) 322-1074 or [jbalint@pgal.com](mailto:jbalint@pgal.com).

Sincerely,



Joby L. Balint, AIA, LEED AP BD+C  
Associate Principal

CC: Carl Conner, AIA



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

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

**Subject:**

Consent Agenda

**Background/Consideration:**

- a. Purchase of roof replacement for the Water Production Actiflo Building, Project No. 31124, Hamilton Roofing, Inc., Malabar, FL - estimated amount of \$111,731.33.
- b. Purchase of LED streetlight heads for the Facilities Division, Graybar Electric Company, Inc., Melbourne, FL — estimated annual cost of \$175,000.
- c. Purchase of two Class 8 dump trucks for the Streets Division, Cumberland International, Orlando, FL - total amount of \$349,881.36.
- d. Continuing Contract for Professional Engineering Services for the Stormwater Master Plan, Project No. 20026, Geosyntec Consultants, Inc., Titusville, FL.
- e. Purchase of Professional Services to implement ESRI Utility Network and data migration, True North Geographic Technologies, LLC, Murfreesboro, TN - \$241,500.
- f. Interlocal Agreement with Brevard County for the Save Our Indian River Lagoon Local Infrastructure Surtax.
- g. Professional Engineering Services selection for the Downtown Core Streetscape Project and authorization to negotiate a contract with Kimley-Horn & Associates, Inc., Melbourne, FL.
- h. Agreement for medical physicals and scans for the Fire Department, Life Scan Wellness Centers, Tampa, FL - \$120,254.
- i. Agreement for Legal Services regarding non-party discovery matter with Dean, Ringers, Morgan & Lawton, P.A. of Orlando, FL.



- j. **Resolution No. 4421:** A resolution authorizing the City Manager to submit a grant application to the Florida Department of Transportation, High Visibility Enforcement Program.
- k. **Resolution No. 4422:** A resolution providing for a change in the September 2026 City Council regular meeting schedule.



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |                          |
|--------------------------------------------|--------------------------|
| Department:                                | Public Works & Utilities |
| Presenter:                                 | Thomas Baker             |
| Council District:                          | N/A                      |
| Reading Number:                            | N/A                      |
| Quasi-judicial Item (Disclosure Required): | No                       |
| Public Hearing:                            | No                       |
| Item Number:                               | C.14.a.                  |

**Subject:**

Purchase of replacement roof for the Water Production Actiflo Building at the John A. Buckley (Lake Washington) Surface Water Treatment Plant.

**Background/Consideration:**

The roof on the Water Production Actiflo Building at the John A. Buckley (Lake Washington) Surface Water Treatment Plant (SWTP) is in need of replacement. The roof is in poor condition and has exceeded its useful service life. Quotes were received from vendors that are listed on the Brevard County School Board Contract No. 24-412-B-LW (Roof Repair Services). The lowest responsive bidder is Hamilton Roofing, Inc. The pricing includes new Soprema Roof replacement, gutters and downspouts, lightning protection and roof hatch. The new roof comes with a 20-year manufacturer's warranty.

**Contract/Solicitation:**

This purchase utilizes the contract pricing from the School Board of Brevard County contract number 24-412-B-LW. Three quotes from vendors on this contract were received, and the lowest quote was chosen. All quoted prices are equal to or less than the contract pricing. The source contract expires on January 23, 2027 and has one optional two-year renewal. A copy of the source contract is available in the Procurement Division.

**Fiscal/Budget Impact:**

Funding is available in Capital Improvement Project No. 31124 (SWTP Lake Washington-Roof Replacements).

**Requested Action:**

Approval for purchase of roof replacement for the Water Production Actiflo Building, Hamilton Roofing, Inc., Malabar, FL - estimated amount of \$111,731.33.

May 26, 2026

To: City Of Melbourne  
900 E. Strawbridge  
Melbourne FL 32901

Re: City Of Melbourne Waste Water Treatment Facility – Lake Washington  
5985 Lake Washington Rd.  
Melbourne FL 32934

Brevard School Board Contract number (24-412-B-LW Roof Repair Services, January 24, 2024 to January 24, 2027)



Hamilton Roofing is pleased to present the following proposal for recommended roof replacement:

- Remove and save existing LP system for reinstallation
- Tear off existing Mod bit to the LWC.
  - *Any damaged LWC uncovered will need repaired for added cost.*
- Install Soprema Soprafix Base nailed in the laps with Trifixx fasteners. Laps are torched.
- Install Soprema Sopralene Flam 180 FRGR cap sheet torch applied
- Install 6 new scuppers shop fab from 24 ga steel with standard color PVDF finish
  - *Existing Conductor heads, gutters and downspouts to remain.*
- Install new walkway pads to match existing setup
- Alsan included at pipe penetrations and AC legs
- New Drip Edge metal shop fab from 24 ga. steel with standard color PVDF finish
- Two new goosenecks included.
- Existing roof hatch to remain.
- LP system to be reinstalled by certified LP contractor. Price listed separately below. System certification included in LP price.

- New coping metal not included in price, listed as option below. Metal may not be reusable.
- 20 year Soprema warranty

#### **COST BREAKDOWN**

| <b>MATERIALS</b>                 | <b>UNIT OF MEASURE</b> | <b>QTY</b> | <b>UNIT</b> | <b>TOTAL</b> |
|----------------------------------|------------------------|------------|-------------|--------------|
| 1.5" Polyiso                     | sqft                   | 200        | \$2.00      | \$400.00     |
| Misc Fuel                        | ea                     | 1          | \$600.00    | \$600.00     |
| Soprema Insulation Plates        | Box                    | 1          | \$250.00    | \$250.00     |
| 4" cotton membrane               | rolls                  | 5          | \$20.00     | \$100.00     |
| Soprema Elastocol                | 5gal                   | 2          | \$150.00    | \$300.00     |
| Soprema Soprawalk                | Rolls                  | 11         | \$200.00    | \$2,200.00   |
| 2" Lead stack flashing           | Ea                     | 12         | \$20.00     | \$220.00     |
| 4" fiber cant                    | bundle                 | 7          | \$150.00    | \$1,050.00   |
| Alsan Flashing Resin             | 5gal                   | 1          | \$295.57    | \$295.57     |
| Ceramic Granules - Torched       | Pail                   | 3          | \$65.00     | \$195.00     |
| Night Tie-off                    | Sq                     | 60         | \$10.00     | \$600.00     |
| Olyvent Spun Alum.               | Ea                     | 6          | \$30.00     | \$180.00     |
| Propane                          | Gal                    | 60         | \$3.00      | \$180.00     |
| Soprema SBS Elastic Cement       | 5gal                   | 6          | \$160.00    | \$960.00     |
| Soprema Soprafix Base 613        | Rolls                  | 68         | \$100.00    | \$6,800.00   |
| Soprema Sopralene FLAM 180       | Rolls                  | 68         | \$105.00    | \$7,140.00   |
| Soprema Sopralene FLAM 180 FR GR | Rolls                  | 80         | \$112.00    | \$8,960.00   |
| Tri-Fixx Tool                    | Ea                     | 1          | \$1,500.00  | \$1,500.00   |
| 20g Galv. 4'x10'                 | Sheets                 | 1          | \$90.00     | \$90.00      |
| 22g Galv. 4'x10'                 | Sheets                 | 2          | \$95.00     | \$190.00     |
| 24g Galv. 4'x10'                 | Sheets                 | 6          | \$98.00     | \$588.00     |
| .032 Alum. 4'x10'                | Sheets                 | 1          | \$105.00    | \$210.00     |
| .040 Alum 4'x10'                 | Sheets                 | 1          | \$109.00    | \$109.00     |
| Dump Fee                         | Ea                     | 1          | \$850.00    | \$850.00     |
| PortaPotty                       | Month                  | 1          | \$450.00    | \$450.00     |
| Shop Drawings                    | Ea                     | 2          | \$160.00    | \$320.00     |
| Temp. Protection                 | Ea                     | 1          | \$1,000.00  | \$1,000.00   |
| Engineering                      | Ea                     | 1          | \$850.00    | \$850.00     |
| Fuel Surcharge Material Delivery | Ea                     | 1          | \$750.00    | \$750.00     |
| Soprema 20yr NDL Warranty        | Ea                     | 1          | \$1,000.00  | \$1,000.00   |
| Misc Fasteners                   | Ea                     | 1          | \$2,500.00  | \$2,500.00   |

Material Sub Total \$40,837.57

10% Mark-Up \$4,083.76

#### **LABOR**

|           |          |           |             |
|-----------|----------|-----------|-------------|
| Forman    | 240 hrs. | @ \$55.00 | \$13,200.00 |
| Roofers 2 | 530 hrs. | @ \$50.00 | \$26,500.00 |

|          |         |           |                                        |
|----------|---------|-----------|----------------------------------------|
| Shop Fab | 32 hrs. | @ \$50.00 | \$1,600.00                             |
|          |         |           | <b>Labor Total      \$41,300.00</b>    |
|          |         |           | <b>Material Total    \$44,921.33</b>   |
|          |         |           | <b>Job Total           \$86,221.33</b> |

**Option: Install new 24g Kynar blue conductor heads (6) and 6x6  
downspouts(190LF) and new 6" 24g Kynar blue box gutters (65')**  
**\$6,790.00 initial \_\_\_\_\_**

**Lightning Protection: Re-use existing lightning protection hardware, replacing  
components as needed. Certification included      \$16,720.00 initial \_\_\_\_\_**

**Option: Replace existing roof hatch with new Bilco S-50 roof hatch**  
**\$2,000.00 initial \_\_\_\_\_**

Please do not hesitate to contact me should you have any questions, concerns, or suggestions. Thank you very much for the opportunity!

Jeremy Haury.  
Hamilton Roofing, LLC.



**VERO BEACH ROOFING  
ROOFING PROPOSAL:**

**Wastewater Treatment Plant  
5985 Lake Washington Ave  
Melbourne, FL**

**Brevard School Board Contract Number 24-412-B-LW  
Roof Repair Services Jan 24, 2024 – Jan, 24, 2027**

**Date: 05/21/26**

**Melbourne Facilities Operations  
Dave Lindsay  
321-608-5502  
[dave.lindsay@mlbfl.org](mailto:dave.lindsay@mlbfl.org)**

**Vero Beach Roofing Inc.  
835 10th Ave SW Vero Beach, FL 32962 (772) 770-3782 Fax: (772) 564-0894**

**"Quality Begins By Choosing The Right Contractor"**

**Scope of Work #1 – New Soprema SBS Modified Bitumen Roof System mechanically attached to existing lightweight concrete**

1. Remove and dispose of existing roof system down to existing lightweight concrete.
2. Mechanically attach a Soprema Soprafix base 613 with Tri-Fixx fasteners into the existing lightweight concrete insulation.
3. Torch apply Sopralene Flam 180 FR GR WH Cap Sheet.
4. Full wall height flashings at parapet walls to be Flam 180 Base with a Flam 180 FR GR WH cap sheet.
5. Install new Copings, Scuppers & Counterflashings in Standard color selection.
6. Flash VTR Plumbing vents and Mechanical Equipment Posts with Aslan Flashing and fabric per Soprema requirements.
7. Provide a two (2) year Vero Beach Roofing Contractor's Warranty.
8. Provide a twenty (20) year Soprema Manufacture NDL Warranty.

**Material**

|                                  |     |       |            |                    |
|----------------------------------|-----|-------|------------|--------------------|
| Soprafix Base 613                | 65  | rls   | \$124.08   | \$8,065.02         |
| Sopralene Flam 180               | 75  | rls   | \$117.70   | \$8,827.50         |
| Sopralene Flam 180 FR GR WH      | 56  | rls   | \$126.26   | \$7,070.56         |
| Tri-Fixx Fasteners (500 per box) | 12  | box   | \$323.35   | \$3,880.25         |
| Granules                         | 6   | bags  | \$38.78    | \$232.66           |
| Elastocol 500                    | 2   | pails | \$165.85   | \$331.70           |
| Alsan                            | 2   | pails | \$299.60   | \$599.20           |
| Polyfleece Fabric                | 3   | rls   | \$22.47    | \$67.41            |
| Sopramastic Elastic Cement       | 2   | pails | \$147.66   | \$295.32           |
| Termination Bar                  | 380 | LF    | \$1.50     | \$569.24           |
| .040 Aluminum                    | 9   | ea    | \$119.91   | \$1,079.23         |
| .032 Aluminum Kynar              | 27  | ea    | \$121.98   | \$3,293.46         |
| Container                        | 3   | ea    | \$695.50   | \$2,086.50         |
| Equipment (Lull)                 | 0.5 | ea    | \$4,280.00 | \$2,140.00         |
| Fasteners                        | 1   | ea    | \$481.50   | \$481.50           |
| Misc Consumables                 | 1   | ea    | \$1,309.15 | <u>\$1,309.15</u>  |
|                                  |     |       | Subtotal   | \$40,328.70        |
|                                  |     |       | 15% Markup | <u>\$6,049.30</u>  |
|                                  |     |       | Total      | <b>\$46,378.00</b> |

**Labor**

|                        |     |     |         |                    |
|------------------------|-----|-----|---------|--------------------|
| Project Manager        | 60  | hrs | \$65.00 | \$3,900.00         |
| Foreman                | 96  | hrs | \$55.00 | \$5,280.00         |
| Journeyman             | 192 | hrs | \$45.00 | \$8,640.00         |
| Sheet Metal Fabricator | 48  | hrs | \$50.00 | \$2,400.00         |
| Apprentice             | 192 | hrs | \$45.00 | \$8,640.00         |
| General Laborer        | 768 | hrs | \$35.00 | <u>\$26,880.00</u> |
|                        |     |     |         | <b>\$55,740.00</b> |

The above **Scope of Work #1** can be completed for the following:

**\$102,118.00**

**Vero Beach Roofing Inc.**

835 10th Ave SW Vero Beach, FL 32962 (772) 770-3782 Fax: (772) 564-0894

"Quality Begins By Choosing The Right Contractor"

**Scope of Work #2 – New FiberTite Fleeceback Fully Adhered to existing Roof System**

1. Remove and dispose of existing base flashings and penetrations.
2. Fully adhere a FiberTite 45 mil SM Fleecebacked with FTR CR-20.
3. Fully adhere wall flashings full height up and over parapet walls.
4. Drip Edges and Scuppers to be shop fabricated from FiberClad Metal.
5. New Copings to be shop fabricated from 032 Aluminum in standard color selection.
6. TPO Membrane Pipe boots at VTR vents and mechanical equipment posts.
7. Provide a two (2) year Vero Beach Roofing Contractor's Warranty.
8. Provide a twenty (20) Year Carlisle NDL Warranty.

**Material**

|                                   |      |        |            |             |
|-----------------------------------|------|--------|------------|-------------|
| FTR 45 mil SM 100"x80' Fleeceback | 10   | rls    | \$1,765.50 | \$17,655.00 |
| FTR 45 mil SM 74"x100'            | 5    | rls    | \$374.50   | \$1,872.50  |
| Detail Membrane                   | 2    | rl     | \$577.80   | \$1,155.60  |
| FTR 190e Adhesive                 | 5    | pails  | \$302.81   | \$1,514.05  |
| 1/2" Securock                     | 15   | sq     | \$101.65   | \$1,524.75  |
| VTR Boots                         | 2    | ea     | \$310.30   | \$620.60    |
| FTR CR-20                         | 3    | sets   | \$1,498.00 | \$4,494.00  |
| T-Joint Covers                    | 1    | box    | \$146.59   | \$146.59    |
| Termination Bar                   | 380  | lf     | \$1.28     | \$487.92    |
| FTR #101 Caulking                 | 1    | case   | \$136.96   | \$136.96    |
| Drive Pins                        | 2    | case   | \$214.00   | \$428.00    |
| .040 Aluminum                     | 10.0 | sheets | \$155.15   | \$1,551.50  |
| .032 Aluminum Kynar               | 21   | sheets | \$133.75   | \$2,808.75  |
| TPO Clad Metal Alum               | 6    | ea     | \$428.00   | \$2,568.00  |
| Misc Consumables                  | 1.0  | ea     | \$1,070.00 | \$1,070.00  |
|                                   |      |        | Subtotal   | \$38,034.22 |
|                                   |      |        | 15% Markup | \$5,705.13  |
|                                   |      |        | Total      | \$43,739.35 |

**Labor**

|                        |     |     |         |                    |
|------------------------|-----|-----|---------|--------------------|
| Project Manager        | 48  | hrs | \$65.00 | \$3,120.00         |
| Foreman                | 72  | hrs | \$55.00 | \$3,960.00         |
| Journeyman             | 144 | hrs | \$45.00 | \$6,480.00         |
| Sheet Metal Fabricator | 48  | hrs | \$50.00 | \$2,400.00         |
| Apprentice             | 176 | hrs | \$45.00 | \$7,920.00         |
| General Laborer        | 680 | hrs | \$35.00 | \$23,800.00        |
|                        |     |     |         | <u>\$47,680.00</u> |

The above **Scope of Work #2** can be completed for the following: **\$91,419.35**

**Add Alternates:**

- **Add Lightning Protection removal and reinstallation:** (+) \$15,656.00
- **Add new 032 Alum Gutters, downspouts, and collector:** (+) \$4,160.00
- **Install new Bilco S-50 Roof Hatch:** (+) \$2,950.00

Vero Beach Roofing Inc.  
835 10th Ave SW Vero Beach, FL 32962 (772) 770-3782 Fax: (772) 564-0894

"Quality Begins By Choosing The Right Contractor"

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print)

In accordance with your instructions, we are pleased to submit our quotation for the above-referenced project. We propose to furnish and install all labor and material, and necessary equipment to complete the work in full compliance with the preparation and application standards specifically listed above. We request the opportunity to discuss any possible changes or adjustments that would promote a contract award.

Best Regards,

*Steven Cottrell*

Steven Cottrell  
Vero Beach Roofing  
(772) 532-0903  
[scottrell@verobeachroofing.com](mailto:scottrell@verobeachroofing.com)

Note(s):

- ✓ Scope of Work #2 requires a moisture survey and bell chamber tests on the existing roof system. This cost is not included in this proposal but is required to determine if the existing roof system is eligibility to receive a fully adhered roof recover system.
- ✓ Please add 2.5% should a P&P Bond be required.
- ✓ This proposal does not include any labor/material not specifically outlined above.
- ✓ HVAC Curbs and stands are provided by others.
- ✓ This proposal expires thirty (30) days after the date slated above if not earlier accepted, revised, or withdrawn.

The roofing industry is currently experiencing price volatility with steel and other roofing products. Because of market fluctuations, the prices of these products are subject to sudden, significant changes and firm prices cannot be obtained from suppliers. If there is an increase in the price of roofing products charged to the contractors after making this proposal/contract, the price set forth in this proposal/contract shall be increased to reflect the additional cost to the contractor. The contractor will submit written documentation of the increased charges.

Although due care will be given to landscaping, driveways, and awnings, it is the customer's responsibility to remove or protect as needed and we will not be held liable for damage.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER

**Vero Beach Roofing Inc.**  
835 10th Ave SW Vero Beach, FL 32962 (772) 770-3782 Fax: (772) 564-0894

**"Quality Begins By Choosing The Right Contractor"**

SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER. "FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

**Construction Industries Recovery Fund:**

Payment may be available from the Construction Industries recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida law by a state-licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at 1940 North Monroe Street, Tallahassee, Fl. 32399-1039.

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

**Vero Beach Roofing Inc.**  
835 10th Ave SW Vero Beach, Fl 32962 (772) 770-3782 Fax: (772) 564-0894

**"Quality Begins By Choosing The Right Contractor"**



# TECH SYSTEMS<sup>INC</sup>

April 22, 2026

## CONTRACT AGREEMENT

THIS AGREEMENT, submitted between TECH SYSTEMS INC., hereinafter called the Contractor and CITY OF MELBOURNE, hereinafter called the Owner:

WHEREAS, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

The Contractor shall furnish all of the materials and perform all of the work in a workmanlike manner on the following property to wit:

Melbourne Water Treatment Plant  
5985 Lake Washington Road  
Melbourne, FL 32934

### Scope of Work – FiberTite Roof Recover Option

1. Clean and prep the existing roof surface. Perform any necessary repairs as required. Remove and discard roof penetrations not in use.
2. Then install a fully adhered FiberTite single ply roof system per manufacturer's specifications.
3. Install new single ply pipe boots and scuppers where required.
4. Complete all corner, curb, wall flashing, and field-flashing details to meet or exceed manufacturer's specifications.
5. Existing curbs and roof hatch to be reused and flashed with single ply membrane. Existing curbs, leaderheads, gutters, and downspouts to be reused.
6. Install new aluminum, cleated coping around perimeter. Install new aluminum drip edge and counter flashing on lower roof sections.
7. Install new single ply walkway pads around roof hatch only.

Tech Systems Inc.  
2001 Hughes Road, Suite #1  
Melbourne, FL 32935  
Phone: 321.259.2246 | Fax: 321.255.0291  
[www.techsystemsflorida.com](http://www.techsystemsflorida.com)

#### Scope of Work – Soprema Recover Option

1. Remove and discard the existing modified roof system down to the LWIC. Clean and prep LWIC substrate
2. Then install a two-ply modified Soprema system per manufacturer's specifications.
3. Install new scuppers where required. Flash penetrations with Soprema approved flashing materials.
4. Complete all corner, curb, wall flashing, and field-flashing details to meet or exceed manufacturer's specifications.
5. Existing curbs and roof hatch to be reused and flashed with modified membrane. Existing curbs, leaderheads, gutters, and downspouts to be reused.
6. Install new aluminum, cleated coping around perimeter. Install new aluminum drip edge and counter flashing on lower roof sections.

#### Line Item 1 – Lightning Protection

1. Remove the existing lightning protection system from the roof.
2. Install a new aluminum lightning protection system when roof is complete and connect to existing down leads.

#### Line Item 2 – Roof Hatch

1. Furnish and install a new aluminum roof hatch, properly fastened and flashed per manufacturer's specifications.

#### Line Item 3 – Gutters and Downspouts

1. Remove and discard existing leaderheads, gutters, and downspouts.
2. Custom fabricate and install new aluminum leaderheads, gutters, and downspouts to match the existing color and profile as close as possible.
3. Install all associated gutter bracket/straps, drop tubes, and downspout brackets.

#### Special Conditions

1. Owner to furnish electrical power, water, and ground storage area.

Tech Systems Inc.  
2001 Hughes Road, Suite #1  
Melbourne, FL 32935  
Phone: 321.259.2246 | Fax: 321.255.0291  
www.techsystemsflorida.com

2. Contractor shall be responsible for all damage and theft of tools and materials stored on the site.
3. It is understood that Contractor shall not be held responsible for any damage to the interior of the building or its contents unless caused by Contractor's negligence.
4. Owner and Contractor will agree on any changes of specifications before any additional work is done.
5. This contract can be modified only if Owner and Contractor sign a later agreement, which sets forth the changes agreed to. If there are any work modifications the resulting cost or credit to Owner will be included in that agreement.
6. Precautionary measures will be taken to protect the premises from damage, but please be aware that heavy loads on truck and cranes are necessary to deliver and remove material on your job. Concrete and most other driveway and sidewalk materials many times are not able to withstand this weight without cracking. Therefore, neither Tech Systems, Inc., nor our material supplier, will assume responsibility for cracking or breaking of driveways, sidewalks, curbs, etc., which may occur.
7. Contractor shall not be held responsible for any damage as a result of movement in decking during re-roof projects. Contractor not responsible for any damage or punctures to A/C lines, electrical lines, cables, and/or plumbing items on the underneath side of the roof decking. Contractor not responsible for any damage to awnings, soffit, screen enclosures, stucco, drywall, landscaping, or pavers.
8. Any electrical, mechanical, lightning protection, or plumbing work, other than specified, to be completed by Owner, if needed.
9. Additional walkway pads can be installed at a rate of \$21.50 per lineal foot at locations chosen by Owner.
10. Contract is contingent upon approval by the Building Department, pull tests, and the material manufacturer, if applicable.
11. Wood Replacement Costs, if applicable.
 

|      |                         |
|------|-------------------------|
| 1x4s | \$10.50 per lineal foot |
| 2x4s | \$11.25per lineal foot  |
| 2x6s | \$12.75 per lineal foot |
| 2x8s | \$14.25 per lineal foot |
| 1x2s | \$7.75 per lineal foot  |
| 1x6s | \$12.00 per lineal foot |
| 1x8s | \$12.75 per lineal foot |

Tech Systems Inc.  
 2001 Hughes Road, Suite #1  
 Melbourne, FL 32935  
 Phone: 321.259.2246 | Fax: 321.255.0291  
[www.techsystemsflorida.com](http://www.techsystemsflorida.com)

1x12 fascia     \$14.25 per lineal foot  
plywood         \$65.00 per sheet.

12. Force Majeure Clause – any material cost increases incurred after Contract signing due to recent price increases by suppliers will be passed on to the Owner within reason with necessary back-up data.

13. *Work to be done in accordance with Brevard School Board Contract number 24-412-B-LW Roof Repair Services (January 24, 2024 to January 23, 2027).*

#### Permits and Fees

1. Owner to be responsible for preparing and filing a Notice of Commencement for job and sending it to Tech Systems Inc. for permit processing.
2. Contractor shall provide all necessary permits for the execution of this contract and comply with any state or county licensing requirements.
3. Contractor to pay notice of commencement and permit fees.

#### Insurance

1. Provisions shall be made to protect all property from damage and the public against hazard or injury. All property damaged as a result of this work shall be restored or repaired by the Contractor at his expense.
2. Contractor shall submit statement of insurance coverage and comply with Owner's requirement and agrees to keep said insurance in force for the duration of this contract.
3. Contractor shall hold Owner harmless for any accidents occurring to his employees.

#### Warranty

1. For a period of five (5) years, Contractor warrants that there will be no water penetration. This warranty does not cover damage due to abuse, hurricanes, named storms, lightning, severe structural faults, acts of God or situations not attributable to faulty material or workmanship. Remedy - In the event that water penetration occurs Contractor will rectify the problem at no cost to Owner. Contractor is not responsible for contents of the building.
2. Provide to Owner a twenty (20) year NDL manufacturer labor and material manufacturer's warranty.

Tech Systems Inc.  
2001 Hughes Road, Suite #1  
Melbourne, FL 32935  
Phone: 321.259.2246 | Fax: 321.255.0291  
[www.techsystemsflorida.com](http://www.techsystemsflorida.com)

### Contract Prices

#### FiberTite Option

| <u>Labor</u>       | Rate     | Hours |              |
|--------------------|----------|-------|--------------|
| Project Manager    | \$ 75.00 | 20    | \$ 1,500.00  |
| Foreman            | \$ 65.00 | 80    | \$ 5,200.00  |
| Journeyman         | \$ 55.00 | 480   | \$ 26,400.00 |
| <i>Total Labor</i> |          |       | \$ 33,100.00 |

| <u>Material</u>       |              |
|-----------------------|--------------|
| Cost of Material      | \$ 45,044.81 |
| 12% mark-up           | \$ 5,405.38  |
| <i>Total Material</i> | \$ 50,450.19 |

**Contract Price** \$ **83,550.19**

#### Soprema Modified Option

| <u>Labor</u>       | Rate     | Hours |              |
|--------------------|----------|-------|--------------|
| Project Manager    | \$ 75.00 | 24    | \$ 1,800.00  |
| Foreman            | \$ 65.00 | 96    | \$ 6,240.00  |
| Journeyman         | \$ 55.00 | 576   | \$ 31,680.00 |
| <i>Total Labor</i> |          |       | \$ 39,720.00 |

| <u>Material</u>       |              |
|-----------------------|--------------|
| Cost of Material      | \$ 51,589.34 |
| 12% mark-up           | \$ 6,190.72  |
| <i>Total Material</i> | \$ 57,780.06 |

**Contract Price** \$ **97,500.06**

#### Line-Item Costs

Lightning Protection  
\$7,400.00

Roof Hatch  
\$2,900.00

Gutters and Downspouts  
\$16,770.00

Tech Systems Inc.  
2001 Hughes Road, Suite #1  
Melbourne, FL 32935  
Phone: 321.259.2246 | Fax: 321.255.0291  
www.techsystemsflorida.com

Payment Schedule

1. Periodic progress payments to be made for both materials stored on the site and work in progress.
2. The total contract price is effective as of the above date and shall remain so for a period of thirty (30) days, after such time the price is subject to change without notice.

IN WITNESS WHEREOF, we have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

TECH SYSTEMS INC.

\_\_\_\_\_  
\_\_\_\_\_

OWNER'S AGENT

\_\_\_\_\_  
\_\_\_\_\_

Tech Systems Inc.  
2001 Hughes Road, Suite #1  
Melbourne, FL 32935  
Phone: 321.259.2246 | Fax: 321.255.0291  
[www.techsystemsflorida.com](http://www.techsystemsflorida.com)



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |                          |
|--------------------------------------------|--------------------------|
| Department:                                | Public Works & Utilities |
| Presenter:                                 | Thomas Baker             |
| Council District:                          | N/A                      |
| Reading Number:                            | N/A                      |
| Quasi-judicial Item (Disclosure Required): | No                       |
| Public Hearing:                            | No                       |
| Item Number:                               | C.14.b.                  |

**Subject:**

Purchase of LED Streetlight heads for the Facilities Division, Graybar Electric Company, Inc., Melbourne, FL — estimated annual cost of \$175,000.

**Background/Consideration:**

This purchase is a continuation of the previously approved project of upgrading streetlight heads to Light Emitting Diode (LED). Pricing from Graybar Electric Company is based on the Omnia Program Contract No. EV2370. The LED streetlight heads replace the outdated high-pressure sodium fixtures that are currently in use. The high pressure sodium fixtures are no longer available for purchase. The existing streetlight heads will be changed for new updated LED lighting. Pricing is for materials only and will be installed by Facilities Division staff. Current pricing per light is \$747.56. The increase in quantity and pricing has necessitated the need for City Council to authorize an annual spend based on thresholds established in the City's Procurement Manual.

Based on the recent purchases of streetlights, staff is recommending an annual spend of approximately \$175,000 for Fiscal Year 2026.

**Contract/Solicitation:**

This purchase utilizes the contract pricing from Omnia consortium contract number EV2370. The quoted discount percentage is greater than the contract discount percentage. The source contract expires on January 31, 2029 and is available for review in the Procurement Division.

**Fiscal/Budget Impact:**

Funding is available in Capital Improvement Project No. 64322 (Street Light Upgrades).

**Requested Action:**

Approval of the purchase of LED streetlight heads for the Facilities Division, Graybar Electric Company, Inc., Melbourne, FL — estimated annual cost of \$175,000.



3451 OLEANDER AVE  
FORT PIERCE FL 34982-6537  
Phone : 772-828-4300  
Fax : 772-465-8905

To: CITY OF MELBOURNE  
900 E STRAWBRIDGE AVE  
MELBOURNE FL 32901  
Attn: Jeffrey Whitehead  
Phone: 321-953-6226  
Fax: 321-674-5880  
Email: accounts.payable@mlbfl.org

Date: 06/17/2026  
Proj Name:  
GB Quote #: 2002466662  
Release Nbr:  
Purchase Order Nbr: 23000324-01  
Additional Ref#:  
Valid From: 06/10/2026  
Valid To: 07/10/2026  
Contact: Kemani Richards  
Email: kemani.richards@graybar.com

### Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: OMNI CONTRACT EV2370

| Item | Item/Type | Quantity | Supplier  | Catalog Nbr               | Description                                                                         | Price     | Unit | Ext Price |
|------|-----------|----------|-----------|---------------------------|-------------------------------------------------------------------------------------|-----------|------|-----------|
|      |           |          | HOLOPHANE | ATB2 P903 480 R3<br>3K NR | Autobahn Cobra<br>Head, Performance<br>package, 480V,<br>Roadway Type III,<br>3000K | \$ 747.56 | 1    |           |

GB Part #: NOF HOL LTFIXTURE

\*\*\*Item note:\*\*\*  
CURRENT ESD FROM PLANT ARO 4-6 WEEKS  
FREIGHT ALLOWED  
DISTRIBUTOR NET COST 628.33/EA

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com) 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply.



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |                          |
|--------------------------------------------|--------------------------|
| Department:                                | Public Works & Utilities |
| Presenter:                                 | Rebecca Thibert          |
| Council District:                          | N/A                      |
| Reading Number:                            | N/A                      |
| Quasi-judicial Item (Disclosure Required): | No                       |
| Public Hearing:                            | No                       |
| Item Number:                               | C.14.c.                  |

**Subject:**

Purchase of two Class 8 dump trucks for the Streets Division.

**Background/Consideration:**

This purchase is for the replacement of two Class 8 dump trucks, asset numbers 102984 and 102768, both 2006 model year trucks. This purchase was made possible with an awarded grant from the Florida Department of Environmental Protection Volkswagen Diesel Emission Mitigation Program (VW Class 8 Municipal Service Grant). These trucks will be purchased via the Florida Sheriffs Association Contract Number FSA25-VEH23.0 and come with a 12-month / unlimited mileage base warranty, a 24-month / 250,000 mile engine warranty, a 24-month / unlimited mileage transmission warranty, and a 60-month / unlimited mileage cab and structural warranty. Lead time for delivery is approximately 28 weeks.

**Contract/Solicitation:**

This purchase utilizes the contract pricing from Florida Sheriffs Association contract number FSA25-VEH23. All quoted prices match the contract pricing. The source contract expires on September 30, 2026.

**Fiscal/Budget Impact:**

Funding is available in the Machinery & Equipment Replacement Fund, CME No. M2644 (Replacement of two (2) Dump Trucks). Funding is being provided by the Florida Department of Environmental Protection Volkswagen Settlement Diesel Emission Mitigation Program – Class 8 Municipal Service Trucks and Port Drayage Trucks grant.

**Requested Action:**

Approval of the purchase of two Class 8 dump trucks for the Streets Division, Cumberland International, Orlando, FL - total amount of \$ 349,881.36.

# Cumberland

TRUCK / IDEALISE / BUS / FIRE / SPOTTER

 **2017 AND 2018 DEALER OF THE YEAR**

## FLORIDA SHERIFF'S ASSOCIATION Contract - BID FSA25-VEH23

Customer: City of Melbourne

Date of Quote: 5/28/2026

Specification: 76 Region: Central  
 Base Price: 2027 INTERNATIONAL HV DUMP  
 Contract Options:

|            |                                    | Quantity | Unit Cost      | extended       |
|------------|------------------------------------|----------|----------------|----------------|
|            |                                    | 1        | \$ 131,500.00  | \$ 131,500.00  |
| HV6074     | HV with 370 HP engine              | 1        | \$ (13,260.00) | \$ (13,260.00) |
| 1CGE       | Frame rail                         | 1        | \$ 1,540.00    | \$ 1,540.00    |
| 2ARY       | 20k front axle                     | 1        | \$ 1,577.10    | \$ 1,577.10    |
| 4619       | Trailer connections                | 1        | \$ 379.40      | \$ 379.40      |
| 07BLW      | Vertical exhaust                   | 1        | \$ 847.00      | \$ 847.00      |
| 8RPS       | AM/FM WB with blue tooth           | 1        | \$ 338.10      | \$ 338.10      |
| 13BCS      | 3000 series transmission           | 1        | \$ 1,374.80    | \$ 1,374.80    |
| 14HRL      | 46,000 heavy rears with diff locks | 1        | \$ 10,895.04   | \$ 10,895.04   |
| 16WJU      | Power windows & locks              | 1        | \$ 256.90      | \$ 256.90      |
| 27DBA      | 22.5 X 12.25 Aluminum front wheels | 1        | \$ 739.20      | \$ 739.20      |
| 7752665441 | 425/65R 22.5 front tires           | 2        | \$ 185.04      | \$ 370.08      |
| Strobe     | Strobe lights                      | 1        | \$ 1,575.00    | \$ 1,575.00    |
| Safety     | Safety kit                         | 1        | \$ 250.00      | \$ 250.00      |

### Non-Contract Options:

|     |                                      |   |              |              |
|-----|--------------------------------------|---|--------------|--------------|
| ROG | Rogers 16' Dump bed, pintle and tarp | 1 | \$ 36,558.06 | \$ 36,558.06 |
|-----|--------------------------------------|---|--------------|--------------|

### Total Purchase Order Amount:

---

**\$ 174,755.64    \$ 174,940.68**

Cab Color:

WHITE

Body Color:

Black

\*\*included in base price



### Prepared By:

Erick Creasey

Cumberland International Trucks Of Florida 2110 S Division AVE Orlando FL 32805

CELL 615.767.8681 / fax - 407.295.9727 / email - ecreasey@cltte.com

# Quote

## Rogers Manufacturing Company, Inc.

110 Transit Ave Nashville, TN 37210

Phone 615-244-9720 Fax 615-244-9719

Quote Valid for 30 Days Sales Rep. JIM

Quote # 13136

Date 5/26/2026

### Customer

Account # 110993

CUMBERLAND  
INTERNATIONAL  
PO BOX 100266  
NASHVILLE, TN 37224

P.O. #

F.O.B. Nashville, TN

Body Reference #

### Truck

Chassis ID #

CA / CT 135"

Transmission Allison Automatic

Axles Tandem

Exhaust Unknown

Horns on Cab Unknown

### Quoted To

Erick Creasey

Owner

City of Melbourne, FL

Email

ecreasey@cltnc.com

Chassis Arrival

Expected Completion

| Group    | Sub Group     | Type   | Description                                                | Qty |
|----------|---------------|--------|------------------------------------------------------------|-----|
| Body     | Model         | R      | R Series                                                   | 1   |
|          | Length        |        | 16'-0"                                                     |     |
|          | Inside Width  |        | 7'-4"                                                      |     |
|          | Outside Width |        | 8'-0"                                                      |     |
| Floor    | Material      |        | 7 Ga Hi Tensile Steel                                      |     |
|          | Longitudinals |        | 5" x 2" x 3/16" Longitudinal                               |     |
|          | Subframe      |        | 8" @ 11.5 lbs/ft channel                                   |     |
|          | Crossmembers  |        | 4" @ 5.4 lbs/ft channel                                    |     |
| Sides    | Height        | Option | 48"                                                        |     |
|          | Material      |        | 10 Ga Hi Tensile Steel                                     |     |
|          | Front Post    |        | 10 GA Hi Tensile                                           |     |
|          | Side Post     |        | 10 GA Hi Tensile                                           |     |
|          | Rear Post     |        | 7 GA Hi Tensile Steel                                      |     |
|          | Top Rail      | Option | 4" x 4" x 3/16"                                            |     |
|          | Fenders       |        | Formed rub rail w. deflectors between each side post       |     |
|          | Fender Option |        | None                                                       |     |
|          | Board Pockets |        | Front and Rear                                             |     |
|          | Center Lug    | Option | 1 Lug Each Side                                            |     |
|          | Top of Sides  | Option | 8" Wooden Side Board Painted Black                         |     |
|          | Steps         |        | Flat bar steps and walk rod full length of body both sides |     |
| Front    | Material      | Option | 7 GA Hi Tensile Steel                                      |     |
|          | Cabshield     | Option | 24" w/ built in windscreen                                 |     |
|          | Exhaust       |        | Factory provided turnouts/elbows                           |     |
| Tailgate | Height        |        | 56"                                                        |     |
|          | Material      | Option | 7 GA Hi Tensile Steel                                      |     |
|          | Type          |        | Standard 2 way                                             |     |
|          | Slope         |        | None, Straight                                             |     |
|          | # of Panels   |        | Standard. Two Horizontal Interior Braces.                  |     |
|          | Hinges        |        | Standard                                                   |     |

\*Dealer / Customer to complete for Order

Chassis Model: \_\_\_\_\_ Last 6 of Vin: \_\_\_\_\_ Cab Height \_\_\_\_\_

Transmission: \_\_\_\_\_ CA/CT \_\_\_\_\_ Horns top of Cab: Yes or No

Exhaust Type: Single RH, Dual (turnouts), Duals (notched C/S), Horiz. under cab

Air Axle by Others

**Total**

# Quote

## Rogers Manufacturing Company, Inc.

110 Transit Ave Nashville, TN 37210

Phone 615-244-9720 Fax 615-244-9719

Quote # 13136

Date 5/26/2026

### Customer

Account # 110993

CUMBERLAND  
INTERNATIONAL  
PO BOX 100266  
NASHVILLE, TN 37224

Quote Valid for 30 Days Sales Rep. JIM

### Truck

Chassis ID #

CA / CT 135"

Transmission Allison Automatic

Axles Tandem

Exhaust Unknown

Horns on Cab Unknown

### Quoted To

Erick Creasey

### Owner

City of Melbourne, FL

### Email

ecreasey@cltte.com

### Chassis Arrival

### Expected Completion

P.O. #

F.O.B. Nashville, TN

Body Reference #

| Group                                                                           | Sub Group                    | Type   | Description                                                | Qty |
|---------------------------------------------------------------------------------|------------------------------|--------|------------------------------------------------------------|-----|
| Lights                                                                          | T/G Chains                   | Option | Long Chains. Pins Inside.                                  |     |
|                                                                                 | Controls                     |        | Air Latch                                                  |     |
|                                                                                 | Latches                      |        | Forged Lower Latches                                       |     |
|                                                                                 | Apron / Spreader Lip         | Option | 10" Push Bumper                                            |     |
|                                                                                 | Vibrator                     | Option | Electric Vibrator                                          |     |
|                                                                                 | Body Lights                  |        | LED Lights to meet FMVSS #108                              |     |
|                                                                                 | Rear Stop/Turn Marker Lights |        | 6" LED Oval, surface mount (1 on each rear post)           |     |
|                                                                                 | Strobe Lights                | Option | Standard LED                                               |     |
| Paint                                                                           |                              |        | (2) - 2" x 6" Amber Warning Strobes on Front of Cabshield. |     |
|                                                                                 | Color                        |        | Black                                                      |     |
|                                                                                 | Manufacturer                 | Option | Donovan                                                    |     |
|                                                                                 | Operation                    |        | Electric                                                   |     |
| Tarp                                                                            | Arms                         |        | Aluminum Curved                                            |     |
|                                                                                 | Cover Material               |        | Vinyl                                                      |     |
|                                                                                 | Front                        | Option | Steel Mud Flaps                                            |     |
|                                                                                 | Rear                         |        | "Rogers" rubber flaps                                      |     |
| Mud Flaps                                                                       |                              |        |                                                            |     |
|                                                                                 |                              |        |                                                            |     |
|                                                                                 |                              |        |                                                            |     |
|                                                                                 |                              |        |                                                            |     |
|                                                                                 |                              |        |                                                            |     |
|                                                                                 |                              |        |                                                            |     |
|                                                                                 |                              |        |                                                            |     |
|                                                                                 |                              |        |                                                            |     |
|                                                                                 |                              |        |                                                            |     |
|                                                                                 |                              |        |                                                            |     |
|                                                                                 |                              |        |                                                            |     |
|                                                                                 |                              |        |                                                            |     |
| Chassis / Hydraulics                                                            | PTO                          |        | Allison Automatic Trans PTO                                |     |
|                                                                                 | Pump                         |        | Direct Mount w/ Shifter valve                              |     |
|                                                                                 | Control - PTO                |        | Air Shift                                                  |     |
|                                                                                 | Control - Pump               |        | Air Shift                                                  |     |
|                                                                                 | Hoist                        |        | Front Mount Telescopic. 74135                              |     |
|                                                                                 | Cylinder Base                |        | Cylinder base in Subframe                                  |     |
|                                                                                 | Hydraulic Tank               |        | Standard                                                   |     |
|                                                                                 | Rear Hinge Assembly          |        | Sub Frame Rear hinge assembly                              |     |
|                                                                                 | Chassis Lights               |        | Use Factory Existing                                       |     |
|                                                                                 | Back Up Alarm                |        | Yes                                                        |     |
|                                                                                 |                              |        |                                                            |     |
|                                                                                 |                              |        |                                                            |     |
| *Dealer / Customer to complete for Order                                        |                              |        | Air Axle by Others                                         |     |
| Chassis Model: _____ Last 6 of Vin: _____ Cab Height _____                      |                              |        |                                                            |     |
| Transmission: _____ CA/CT _____ Horns top of Cab: Yes or No                     |                              |        |                                                            |     |
| Exhaust Type: Single RH, Dual (turnouts), Duals (notched C/S), Horiz. under cab |                              |        | <b>Total</b>                                               |     |

# Quote

## Rogers Manufacturing Company, Inc.

110 Transit Ave Nashville, TN 37210

Quote # 13136

Date 5/26/2026

### Customer

Account # 110993  
CUMBERLAND  
INTERNATIONAL  
PO BOX 100266  
NASHVILLE, TN 37224

Phone 615-244-9720 Fax 615-244-9719

Quote Valid for 30 Days Sales Rep. JIM

### Truck

Chassis ID #  
CA / CT 135"  
Transmission Allison Automatic  
Axles Tandem  
Exhaust Unknown  
Horns on Cab Unknown

### Quoted To

Erick Creasey  
Owner City of Melbourne, FL  
Email ecreasey@cltnc.com  
Chassis Arrival  
Expected Completion

P.O. #

F.O.B. Nashville, TN

Body Reference #

| Group                                                                           | Sub Group           | Type | Description            | Qty |
|---------------------------------------------------------------------------------|---------------------|------|------------------------|-----|
|                                                                                 | Body Safety Support |      | Standard body supports |     |
| *Dealer / Customer to complete for Order                                        |                     |      | Air Axle by Others     |     |
| Chassis Model: _____ Last 6 of Vin: _____ Cab Height _____                      |                     |      |                        |     |
| Transmission: _____ CA/CT _____ Horns top of Cab: Yes or No                     |                     |      |                        |     |
| Exhaust Type: Single RH, Dual (turnouts), Duals (notched C/S), Horiz. under cab |                     |      | <b>Total</b>           |     |



## COVERAGE COUNTS.

We want to make sure your experience with International is a good one. That's why we offer best-in-class warranty coverage on the equipment you rely on to get the job done. From engines to transmissions, cabs to drivetrains, our warranties protect your trucks, your business and, most importantly, they deliver peace-of-mind.

And if you're looking to extend the coverage you receive for the life of your planned ownership, consider adding an [Extended Service Contract](#) so you can continue to drive with confidence.

## WE HAVE YOUR BACK SO YOU CAN KEEP MOVING

With more than 700 dealer locations throughout North America, International offers the broadest, most capable parts and service network in the industry.

## LONESTAR®

### Base Coverage

- a. 12 months or 100,000 miles (160,000 kilometers)\*

### Engine Coverage(Unlimited Hours)

- a. **Cummins® X15**: 24 months or 250,000 miles (402,336 kilometers)\*

### Axle Coverage

- a. Front & Rear Axle, Differential & Transmission 36 months or 300,000 miles (480,000 kilometers)\*

**Cab Structure/Corrosion**

- a. 60 months, unlimited mileage

**LT® Series****Base Coverage**

- a. 12 months or 100,000 miles (160,000 kilometers)\*

**International S13 Integrated Powertrain**

- a. S13 Base Engine: 2 years, unlimited miles, unlimited hour
- b. Transmission Base Warranty (includes towing)
- c. Transmission: 5 years, 750,000 miles (1,200,000 km)
- d. Clutch: 3 years, 350,000 miles (563,000 km)
- e. Dual Stage Aftertreatment Base Warranty: 2 years, unlimited miles, unlimited hours

**Engine Coverage(Unlimited Hours)**

- a. **International® A26:** 24 months, unlimited mileage
- b. **Cummins® X15:** 24 months or 250,000 miles (402,336 kilometers)\*

**Axle Coverage**

- a. **Front & Rear Axle, Differential & Transmission** 36 months or 300,000 miles (480,000 kilometers)\*

**Cab Structure/Corrosion**

- a. 60 months, unlimited mileage

**RH® Series****Base Coverage**

- a. 12 months or 100,000 miles (160,000 kilometers)\*

**International S13 Integrated Powertrain**

- a. S13 Base Engine: 2 years, unlimited miles, unlimited hour
- b. Transmission Base Warranty (includes towing)
- c. Transmission: 5 years, 750,000 miles (1,200,000 km)
- d. Clutch: 3 years, 350,000 miles (563,000 km)
- e. Dual Stage Aftertreatment Base Warranty: 2 years, unlimited miles, unlimited hours

**Engine Coverage(Unlimited Hours)**

- a. **International® A26:** 24 months, unlimited mileage

**Axle Coverage**

- a. **Front & Rear Axle, Differential & Transmission** 36 months or 300,000 miles (480,000 kilometers)\*

**Cab Structure/Corrosion**

- a. 60 months, unlimited mileage

## HV® Heavy Duty Series

**Base Coverage**

- a. 12 months, unlimited mileage

**Engine Coverage(Unlimited Hours)**

- a. **International® A26:** 24 months, unlimited mileage

**Axle Coverage**

- a. **Rear Axle Rating**

Under 52,000 lbs.: 36 months or 300,000 miles (480,000 kilometers)\*

Over 52,000 lbs.: 12 months, unlimited miles\*

**Cab Structure/Corrosion**

- a. 60 months, unlimited mileage

## HV® Medium Duty Series

**Base Coverage**

- a. 12 months, unlimited mileage

**Engine Coverage(Unlimited Hours)**

- a. **Cummins® B6.7:** 36 months, unlimited mileage
- b. **Cummins® L9:** 24 months or 250,000 miles (402,336 kilometers)\*

**Axle Coverage**

- a. **Meritor Axles:** 24 months, unlimited mileage

**Cab Structure/Corrosion**

- a. 60 months, unlimited mileage

**Base Coverage**

- a. 12 months, unlimited mileage

**Engine Coverage(Unlimited Hours)**

- a. **International® A26:** 24 months, unlimited mileage
- b. **Cummins® X15:** 24 months or 250,000 miles (402,336 kilometers)\*

**Axle Coverage**

- a. **Rear Axle Rating**

Under 52,000 lbs.: 36 months or 300,000 miles (480,000 kilometers)\*

Over 52,000 lbs.: 12 months, unlimited miles\*

**Cab Structure/Corrosion**

- a. 120 months, unlimited mileage

## MV® Series

**Base Coverage**

- a. 24 months, unlimited mileage

**Engine Coverage(Unlimited Hours)**

- a. **Cummins® B6.7:** 36 months, unlimited mileage
- b. **Cummins® L9:** 24 months or 250,000 miles (402,336 kilometers)\*

**Axle Coverage**

- a. **Meritor Axles:** 36 months, unlimited mileage

**Cab Structure/Corrosion**

- a. 60 months, unlimited mileage

## CV™ Series

**Base Coverage**

- a. 36 months or 36,000 miles (60,000 kilometers)\*

**Engine Coverage(Unlimited Hours)**

- a. **International® 6.6:** 60 months or 100,000 miles (160,000 kilometers)\*

**Axle Coverage**

- a. **Axles:** 36 months or 36,000 miles (60,000 kilometers)

**Cab Structure/Corrosion**

- a. 60 months, unlimited mileage

- \* Whichever comes sooner
- \* All warranties included unlimited hours, except if noted otherwise

This document is a summary for reference purposes only, view standard warranty forms for more detail. All warranties are limited.

A VARIETY OF EXTENDED SERVICE CONTRACTS ARE AVAILABLE IN ADDITION TO THE BASE WARRANTY: ENGINE COMPONENTS, FULL CHASSIS, CHASSIS COMPONENTS (HVAC, ELECTRICAL, STARTER/ALTERNATOR) AND MORE.

SUPPLIER EXTENDED SERVICE CONTRACTS ARE ALSO AVAILABLE: CUMMINS ENGINE COMPONENTS, EATON TRANSMISSIONS AND HENDRICKSON SUSPENSIONS. Cummins offers a variety of extended coverage plans that provide extra protection against major repair expenses.

Navistar, Inc., at its option, will repair or replace any part of this vehicle which proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the component coverage's above. See the Model Warranty Policy for more details.

Contact your International® Truck Dealer today for more details or logon to [www.internationaltrucks.com/contact-a-dealer](http://www.internationaltrucks.com/contact-a-dealer).

© 2020 NAVISTAR Inc. All rights reserved. All marks are trademarks of their respective owners. TAD 19001 1/2019

CONTACT US

CONNECT



**International Series — Beverage, Pick-up & Delivery, For-Hire**

Models in this series are selected for on-highway straight truck or tractor-trailer applications which do not require a transmission-mounted PTO. (Armored Car, Beverage Delivery, Flatbed and Tanker)

| Applicable Models                                                                    | Effective Date | Warranty Period (Whichever occurs first) |                   | Allison Coverage |       |
|--------------------------------------------------------------------------------------|----------------|------------------------------------------|-------------------|------------------|-------|
|                                                                                      |                | Standard Limited Warranty                | Miles/Hours Limit | Parts            | Labor |
| 3000, 3000_R, 3000 xFE™, 3200, 3200 xFE™, 3500, 4000, 4430, 4500                     | Jan. 1, 2021   | 2 Years                                  | Unlimited         | 100%             | 100%  |
| 1000, 1000 xFE™, 1350 xFE™, 2100, 2100 xFE™, 2200, 2200 xFE™, 2500, 2550 xFE™, 3000V | Jan. 1, 2021   | 3 Years                                  | Unlimited         | 100%             | 100%  |

**International Series — Dump Truck, Mixers**

Models in this series are for use in Articulated Dump Trucks, Rigid Rear Dump Trucks and Concrete Mixers.

| Applicable Models                                              | Effective Date | Warranty Period (Whichever occurs first) |                   | Allison Coverage |       |
|----------------------------------------------------------------|----------------|------------------------------------------|-------------------|------------------|-------|
|                                                                |                | Standard Limited Warranty                | Miles/Hours Limit | Parts            | Labor |
| 3000, 3200, 3000 xFE™, 3200 xFE™, 3500, 4000, 4500, 4700, 4800 | Jan. 1, 2021   | 2 Years                                  | Unlimited         | 100%             | 100%  |

**International Series — Dump Truck, Mixers, Refuse Packer, Utility and Other**

Models in this series are for use in Articulated Dump Trucks, Rigid Rear Dump Trucks, Concrete Mixer/Pumper, Recycling Trucks, Front/Side/Rear-Load Refuse Vehicles and Utility Trucks.

| Applicable Models                                                                    | Effective Date | Warranty Period (Whichever occurs first) |                   | Allison Coverage |       |
|--------------------------------------------------------------------------------------|----------------|------------------------------------------|-------------------|------------------|-------|
|                                                                                      |                | Standard Limited Warranty                | Miles/Hours Limit | Parts            | Labor |
| 1000, 1000 xFE™, 1350 xFE™, 2100, 2100 xFE™, 2200, 2200 xFE™, 2500, 2550 xFE™, 3000V | Jan. 1, 2021   | 3 Years                                  | Unlimited         | 100%             | 100%  |

## Robin Schaffroth

---

**From:** Steve Jenkins <sjenkins@cltte.com>  
**Sent:** Friday, June 19, 2026 8:10 AM  
**To:** Daniel French  
**Cc:** James Price; Robin Schaffroth; Elizabeth Rich  
**Subject:** Re: City of Melbourne Quote Dump Trucks FDEP Grant

**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.

Good morning, Danny,

Price for the body and truck is valid and will remain unchanged until October 1, 2026.

### Steve Jenkins

Cumberland International Trucks

M (407) 488-9728 | W [cumberland-companies.com](http://cumberland-companies.com)

E [sjenkins@cltte.com](mailto:sjenkins@cltte.com)

A 2110 S. Division Ave, Orlando, FL 32805



[Read our email communication disclaimer here.](#)



---

**From:** Daniel French <Daniel.French@mlbfl.org>  
**Sent:** Friday, 19 June 2026 07:03:21  
**To:** Steve Jenkins <sjenkins@cltte.com>  
**Cc:** James Price <James.Price@mlbfl.org>; Robin Schaffroth <Robin.Schaffroth@mlbfl.org>; Elizabeth Rich <Elizabeth.Rich@mlbfl.org>  
**Subject:** Re: City of Melbourne Quote Dump Trucks FDEP Grant

Also, what kind of ETA would you anticipate on these trucks once a PO is issued?

Danny French

City of Melbourne  
Fleet Manager  
Public Works Department  
2901 Harper Road  
Melbourne, FL 32904  
Office: 321-608-5401  
Cell: 321-288-7692

**From:** Daniel French <Daniel.French@mlbfl.org>  
**Sent:** Friday, June 19, 2026 7:38 AM  
**To:** Steve Jenkins <sjenkins@cltte.com>  
**Cc:** James Price <James.Price@mlbfl.org>; Robin Schaffroth <Robin.Schaffroth@mlbfl.org>; Elizabeth Rich <Elizabeth.Rich@mlbfl.org>  
**Subject:** Re: City of Melbourne Quote Dump Trucks FDEP Grant

Good morning, Steve:

We've submitted the quote for purchase approval for the two dump trucks. The quote for the dump body states it's valid for 30-days. Could you provide an current quote or a statement that the price will be honored?

Thanks,

Danny French

City of Melbourne  
Fleet Manager  
Public Works Department  
2901 Harper Road  
Melbourne, FL 32904  
Office: 321-608-5401  
Cell: 321-288-7692

---

**From:** Steve Jenkins <sjenkins@cltte.com>  
**Sent:** Friday, May 29, 2026 11:17 AM  
**To:** Daniel French <Daniel.French@mlbfl.org>  
**Subject:** RE: City of Melbourne Quote Dump Trucks FDEP Grant

**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.

We value your business, Danny! Coming over is no problem. 😊

### Steve Jenkins

Cumberland International Trucks

M (407) 488-9728 | W [cumberland-companies.com](http://cumberland-companies.com)

E [sjenkins@cltte.com](mailto:sjenkins@cltte.com)

A 2110 S. Division Ave, Orlando, FL 32805



[Read our email communication disclaimer.](#)





**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |             |
|--------------------------------------------|-------------|
| Department:                                | Engineering |
| Presenter:                                 | James Ennis |
| Council District:                          | N/A         |
| Reading Number:                            | N/A         |
| Quasi-judicial Item (Disclosure Required): | No          |
| Public Hearing:                            | No          |
| Item Number:                               | C.14.d.     |

**Subject:**

Contract award for Professional Engineering Services for the Stormwater Master Plan, Geosyntec Consultants, Inc., Titusville, FL.

**Background/Consideration:**

The process to select a consultant for the professional services related to the Stormwater Master Plan on a continuing contract basis began on January 9, 2026, with a public advertisement requesting qualifications from interested professional consulting firms. Geosyntec was the top ranked firm of the selection committee to provide professional engineering services related to the Stormwater Master Plan. On March 24, 2026, Council authorized the City Manager to negotiate Professional Engineering Services with Geosyntec Consultants Inc., of Titusville, FL.

The scope of services includes general and specialty professional services to:

- Review and evaluate existing stormwater facilities to determine possible efficiency improvements.
- Review City Code language to determine possible changes to provide reductions in accordance with St. John's River Water Management District (SJRWMD) regulatory requirements to help meet the City's obligations for the Indian River Lagoon (IRL) Total Maximum Daily Loading (TMDL) Basin Management Action Plan (BMAP) and any other current or future regulatory requirements.
- Review and evaluate the Florida Department of Environmental Protection (FDEP) models to determine "hot spot" pollutant areas and identify projects to meet the City's statutory obligations.
- Evaluate current and future City projects, including non-stormwater projects, to add additional or provide alternate stormwater quality components.
- Provide project cost estimates associated with recommended improvements (including updates to previously recommended improvements).
- Provide recommendations regarding the prioritization of improvements.
- Identify and provide alternate funding source recommendations.
- Perform a Stormwater Utility rate feasibility study in support of the master plan implementation.



The continuing services contract provides for a commencement date of June 9, 2026 subject to the effective date, and expires on June 8, 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 this original contract. Approval of the task orders will follow purchasing thresholds as defined in City Code.

**Requested Action:**

Approval of the professional engineering services contract for the Stormwater Master Plan, Project No. 20026, to Geosyntec Consultants, Inc., Titusville, FL.

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**Stormwater Quality 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 Geosyntec Consultants, Inc., a Florida Profit corporation, whose mailing address is 6770 South Washington Ave, Ste 3, Titusville, FL 32780 hereinafter referred to as the **CONSULTANT**.

| CITY CONTACT:                                                                                                                                                                                   | CONSULTANT CONTACT:                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Engineering Dept</b><br>City Engineer<br>James Ennis, P.E.<br>City of Melbourne<br>900 East Strawbridge Ave<br>Melbourne, FL 32901<br>Email: james.ennis@mlbfl.org<br>P: 321-321-608-7300/F: | Geosyntec Consultants, Inc.<br>Mark Ellard, P.E., CFM, BC, WRE, ENV SP<br>6700 South Washington Ave Ste 3<br>Titusville, FL 32780<br>mellard@geosyntec.com<br>P: 407-321-7030/F: 407-321-7031 |

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-20026-0-2026) dated January 9, 2026, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated February 20, 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 **July 14, 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 **July 14, 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:**

Geosyntec Consultants, Inc.,  
a Florida corporation

\_\_\_\_\_  
Signature Date  
Name: Mark Ellard

Title: Vice President



7/2/26

**City Use Only**

CCNA eligibility

- ☐ Defined project (Study > \$35,000 or Project construction costs > \$325,000)
- ☒ Continuing contract (study < \$500,000 and project construction costs < \$7,500,000)

Emergency purchase? ☐ Yes ☒ No

Commencement Date: \_\_\_\_\_ \*\*

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

Expiration Date, subject to outstanding work orders: \_\_\_\_\_

Renewal: ☐ No

☒ Yes: 2 terms (each term consisting of 2 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](mailto: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](mailto:City.Clerk@MLBFL.org)**

**THE REMAINDER OF THIS PAGE  
INTENTIONALLY LEFT BLANK**

## **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 professional services as more particularly described as follows:

- Review and evaluate existing facilities to determine if improvements could be made to enhance efficiency
- Review current City Code to determine if changes to Code could be done to provide reductions above current SJRWMD code to help meet the City's obligations for the IRL TMDL BMAP and any other TMDL/BMAPs that might be adopted during the contact time
- Review and evaluate the FDEP SWIL Model to determine "hot spot" pollutant areas and determine feasibility of projects needed to help meet the City's obligations for the IRL TMDL BMAP
- Evaluate current City projects to add additional stormwater quality components or alternate types of stormwater quality components
- Review of non-Stormwater Utility projects for the possibility of adding stormwater quality components (i.e. CRA roadway projects, Parks upgrade projects, utility projects)
- Estimate the overall project costs associated with recommended improvements (including updates to previously recommended improvements)
- Provide recommendations regarding the prioritization of improvements
- Provide recommendations on alternate funding sources
- Provide a SWU rate feasibility study to support of implementation of the master plan

**THE REMAINDER OF THIS PAGE  
INTENTIONALLY LEFT BLANK**

## **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.

**THE REMAINDER OF THIS PAGE  
INTENTIONALLY LEFT BLANK**

### **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.

**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.

TASK ORDER NO. GEO-001

PROJECT NO. \_\_\_\_\_  
CITY PROJECT NO. 20026

CONTINUING CONTRACT FOR  
PROFESSIONAL CONSULTING SERVICES  
between  
THE CITY OF MELBOURNE  
and  
Geosyntec Consultants, Inc.

This Task Order made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 to that certain AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES – **STORMWATER QUALITY MASTER PLAN**, dated \_\_\_\_\_, 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 GEOSYNTEC CONSULTANTS, INC., of TITUSVILLE, FL, 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 ENGINEERING SERVICES – **STORMWATER QUALITY 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 AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES – **STORMWATER QUALITY MASTER PLAN**. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES – **STORMWATER QUALITY MASTER PLAN**.

All services shall be subject to and performed in accordance with this task order, the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES – **STORMWATER QUALITY 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 AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES – **STORMWATER QUALITY MASTER PLAN**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved by City Engineer  
as to content:

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

\_\_\_\_\_  
James Ennis, PE

\_\_\_\_\_  
Jenni Lamb, City Manager

Attest:

\_\_\_\_\_  
Kevin McKeown, City Clerk

GEOSYNTEC CONSULTANTS, INC.

\_\_\_\_\_  
REPRESENTATIVE

## 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.

**THE REMAINDER OF THIS PAGE  
INTENTIONALLY LEFT BLANK**

## 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:

Geosyntec Consultants, Inc.  
6770 South Washington Ave Ste 3  
Titusville, FL 32780

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.

**Exhibit A.20-** is amended to include: Notwithstanding the foregoing, either party may assert its respective rights and remedies in a court of competent jurisdiction.

**Exhibit A.5.D.-** The consultant is required to provide a 30-day notice prior to insurance coverage being suspended, voided or cancelled.

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

**THE REMAINDER OF THIS PAGE  
INTENTIONALLY LEFT BLANK**



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

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

**Subject:**

Purchase of Professional Services to implement ESRI Utility Network and data migration, True North Geographic Technologies, LLC, Murfreesboro, TN - \$241,500.

**Background/Consideration:**

The Public Works & Utilities Department is in the process of implementing an Asset Management System to support their daily operations. In consultation with ESRI and Jones Edmunds, migration of utilities data to the ESRI Utility Network is strongly recommended. Once the conversion/migration of the data to the ESRI Utility Network is complete, the Public Works & Utilities Department will have the most current data structures that are supported by the company selected as the Asset Management System vendor. This conversion/migration will provide a solid data format and source that will support the Public Works & Utilities Department and their data management for several years into the future. Additionally, the existing ArcMap will no longer be supported effective October 2027, and while the use of the stagnant map will still work, staff will no longer be able to edit utility-related GIS data.

There will be three data sources converted/migrated in this purchase. The three data sets include Water, Reclaimed Water, and Sewer. Each data set is estimated at \$80,500 for a total \$241,500.

**Contract/Solicitation:**

This is a single source purchase. A completed single source form is attached.

**Fiscal/Budget Impact:**

The Public Works & Utilities Department has identified funding available in their Fiscal Year 2026 Budget 61000536-531990.

**Requested Action:**

Approval of the purchase of Professional Services to implement ESRI Utility Network and data migration, True North Geographic Technologies, LLC, Murfreesboro, TN - \$241,500.

# City of Melbourne, Florida

## Utility Network Implementation: Water System

Prepared for:  
City of Melbourne  
900 E Strawbridge Ave, 3rd Floor  
Melbourne, FL 32901  
Ph: 321-608-7717

Prepared by:  
True North Geographic Technologies LLC  
119 MTCS Road  
Murfreesboro, TN 37129  
Ph: 615-890-7728

June 2, 2026



## Summary

True North Geographic Technologies, LLC (True North) is pleased to present this proposal to City of Melbourne, Florida (Melbourne) for the implementation of the ArcGIS Utility Network. This proposal includes professional services to migrate the water system GIS from the existing geodatabase schema to the Esri's Utility Network. The project scope of work is based on Esri's ArcGIS Utility Network best practices extensively detailed in [Resources](#) and [Documentation](#).

The ArcGIS Utility Network provides a next-generation GIS framework designed to improve network modeling, enable advanced analysis, and support seamless integration with enterprise systems. The utility network offers enhanced capabilities for asset management, traceability, connectivity modeling, and real-time decision support. The utility network replaces legacy GIS solutions with a more robust, scalable, and intelligent platform that reflects the progressing needs of the water utility.

## Project Approach

True North will implement Esri's ArcGIS Utility Network for Melbourne's water system. After Kickoff and Discovery, the Planning and Design phase addresses Data Mapping, Schema Design, Connectivity Rules, Associations (Containment) and Attribute Rules. This is a highly collaborative phase between Melbourne stakeholders and True North. The project includes a data readiness assessment, a pilot project migrating existing GIS data to the preferred utility network schema, testing pilot migration, and a detailed migration plan that guides the implementation. The utility network implementation project will be a coordinated effort between a team of True North technical resources and Melbourne GIS staff. It is critically important for Melbourne's project team lead to have the organizational authority to make prompt decisions regarding the data schema, GIS attributes, connectivity rules and associations.

The utility network implementation has been organized into the following tasks.

- Kickoff & Discovery
- Pilot Migration (water system GIS data)
  - Planning and Design
  - Mobile, Web Maps, and Integrations
  - Post Pilot Assessment
- Migration Plan for Production
- Testing (plan, train, test)
- Go-Live

## Timeline

The utility network implementation project timeline for the water system is 6 months. It is anticipated that work could be completed as soon as January 2027.

## Melbourne Requirements

- Melbourne staff will be available for project meetings.
- Melbourne will designate an executive within the organization to be the project sponsor. The project executive will ensure the Melbourne project team has appropriate resources and authority to complete the project.
- Melbourne staff will review deliverables in agreed upon timeframes. Failure to meet agreed upon timelines in the data review process will result in a change order for additional hours for the implementation.
- Melbourne will maintain adequate internet bandwidth to support working with web-based technologies.
- Melbourne will provide appropriate credentials and user permissions to access applications required to complete the scope of work.
- Melbourne will maintain all required Esri software licenses.
- Melbourne will be responsible for updating or modifying the source data with attributes or classifications to appropriately map to the asset groups and asset types.
- Melbourne will be responsible for updating connectivity errors in the source spatial data. Examples of common corrections include dangles, duplicate geometry, unsnapped line endpoints, missing junctions, line overlaps and intersection errors. True North can assist Melbourne with tools to address common spatial data errors. The tools may include topology rules, network validation scripts, attribute rules, geoprocessing tools, utility network migration tools and ArcGIS Data Reviewer.
- In the event there are any changes to scope, approval must be obtained between Melbourne and True North before moving forward with any additional effort.
- Melbourne staff will pursue appropriate Esri training (as needed) to supplement current knowledge.

## Training

True North *strongly* recommends that all employees who will be interacting with the utility network and Esri software pursue the appropriate Esri training. Recommendations include the following:

| Software        | User                        | Recommendation                                                                                                                                         |
|-----------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| ArcGIS Pro      | Editors and Administrators  | <a href="#">ArcGIS Pro: Essential Workflows</a><br><a href="#">Creating and Editing Data with ArcGIS Pro</a>                                           |
| Utility Network | Administrators              | <a href="#">Working with Utility Networks in ArcGIS</a><br><a href="#">Configuring Utility Networks in ArcGIS</a><br><a href="#">Branch Versioning</a> |
| Arcade          | Administrators & Developers | <a href="#">ArcGIS Arcade Fundamentals</a><br><a href="#">Get Started with ArcGIS Arcade</a>                                                           |

Attribute Rules are managed with Arcade expressions (scripts). The utility network leverages Arcade for events such as insert, trigger, delete, update, constraint, display, labeling, and other capabilities that are useful in managing the utility network. One example is automatically generating AssetIDs using the database sequence. Another common example is using Arcade to calculate hydrant fire flow and pressure test results to improve manual processes often completed using spreadsheets.

Melbourne's Esri account manager can provide additional details and pricing on recommended courses.

## Cost

The table below provides a summary of the project tasks and associated costs.

| Task                                                                                  | Cost             | Milestone |
|---------------------------------------------------------------------------------------|------------------|-----------|
| Kickoff and Discovery                                                                 | \$ 7,800         | 1         |
| Pilot Migration (Water)                                                               | \$ 46,800        | 2         |
| Planning and Design                                                                   |                  |           |
| Mobile, Web Maps, and Integrations                                                    |                  |           |
| Post Pilot Assessment                                                                 |                  |           |
| Detailed Migration Plan for Production                                                | \$ 15,600        | 3         |
| Testing (plan, train, test), Go-Live                                                  | \$ 7,800         | 4         |
| Services Total                                                                        | \$ 78,000        |           |
| Travel (estimated, travel will be based on GSA per diem rates with attached receipts) | \$ 2,500         |           |
| <b>Total for Water (6-month timeline)</b>                                             | <b>\$ 80,500</b> |           |

Travel costs (with receipts) will be invoiced with milestones. Invoices will be sent at each completed milestone and are due within 45 days of receipt.

The City of Melbourne accepts the proposal titled *Utility Network Implementation: Water System* dated June 2, 2026, for \$80,500.

CUSTOMER

True North Geographic Technologies LLC

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
True North Representative

\_\_\_\_\_  
Address 1

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Address 2

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order Number (if applicable)



**Federal Small Business  
Specialty**



**State and Local  
Government  
Specialty**



**esri**

**Partner Network  
Gold**

# City of Melbourne, Florida

## Utility Network Implementation: Reclaimed Water System

Prepared for:  
City of Melbourne  
900 E Strawbridge Ave, 3rd Floor  
Melbourne, FL 32901  
Ph: 321-608-7717

Prepared by:  
True North Geographic Technologies LLC  
119 MTCS Road  
Murfreesboro, TN 37129  
Ph: 615-890-7728

June 2, 2026



## Summary

True North Geographic Technologies, LLC (True North) is pleased to present this proposal to City of Melbourne, Florida (Melbourne) for the implementation of the ArcGIS Utility Network. This proposal includes professional services to migrate the reclaimed water system GIS from the existing geodatabase schema to the Esri's Utility Network. The project scope of work is based on Esri's ArcGIS Utility Network best practices extensively detailed in [Resources](#) and [Documentation](#).

The ArcGIS Utility Network provides a next-generation GIS framework designed to improve network modeling, enable advanced analysis, and support seamless integration with enterprise systems. The utility network offers enhanced capabilities for asset management, traceability, connectivity modeling, and real-time decision support. The utility network replaces legacy GIS solutions with a more robust, scalable, and intelligent platform that reflects the progressing needs of the reclaimed water utility.

## Project Approach

True North will implement Esri's ArcGIS Utility Network for Melbourne's reclaimed water system. After Kickoff and Discovery, the Planning and Design phase addresses Data Mapping, Schema Design, Connectivity Rules, Associations (Containment) and Attribute Rules. This is a highly collaborative phase between Melbourne stakeholders and True North. The project includes a data readiness assessment, a pilot project migrating existing GIS data to the preferred utility network schema, testing pilot migration, and a detailed migration plan that guides the implementation. The utility network implementation project will be a coordinated effort between a team of True North technical resources and Melbourne GIS staff. It is critically important for Melbourne's project team lead to have the organizational authority to make prompt decisions regarding the data schema, GIS attributes, connectivity rules and associations.

The utility network implementation has been organized into the following tasks.

- Kickoff & Discovery
- Pilot Migration (reclaimed water system GIS data)
  - Planning and Design
  - Mobile, Web Maps, and Integrations
  - Post Pilot Assessment
- Migration Plan for Production
- Testing (plan, train, test)
- Go-Live

## Timeline

The utility network implementation project timeline for the reclaimed water system is 4 months. It is anticipated that work could be completed as soon as January 2027.

## Melbourne Requirements

- Melbourne staff will be available for project meetings.
- Melbourne will designate an executive within the organization to be the project sponsor. The project executive will ensure the Melbourne project team has appropriate resources and authority to complete the project.
- Melbourne staff will review deliverables in agreed upon timeframes. Failure to meet agreed upon timelines in the data review process will result in a change order for additional hours for the implementation.
- Melbourne will maintain adequate internet bandwidth to support working with web-based technologies.
- Melbourne will provide appropriate credentials and user permissions to access applications required to complete the scope of work.
- Melbourne will maintain all required Esri software licenses.
- Melbourne will be responsible for updating or modifying the source data with attributes or classifications to appropriately map to the asset groups and asset types.
- Melbourne will be responsible for updating connectivity errors in the source spatial data. Examples of common corrections include dangles, duplicate geometry, unsnapped line endpoints, missing junctions, line overlaps and intersection errors. True North can assist Melbourne with tools to address common spatial data errors. The tools may include topology rules, network validation scripts, attribute rules, geoprocessing tools, utility network migration tools and ArcGIS Data Reviewer.
- In the event there are any changes to scope, approval must be obtained between Melbourne and True North before moving forward with any additional effort.
- Melbourne staff will pursue appropriate Esri training (as needed) to supplement current knowledge.

## Training

True North *strongly* recommends that all employees who will be interacting with the utility network and Esri software pursue the appropriate Esri training. Recommendations include the following:

| Software        | User                        | Recommendation                                                                                                                                         |
|-----------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| ArcGIS Pro      | Editors and Administrators  | <a href="#">ArcGIS Pro: Essential Workflows</a><br><a href="#">Creating and Editing Data with ArcGIS Pro</a>                                           |
| Utility Network | Administrators              | <a href="#">Working with Utility Networks in ArcGIS</a><br><a href="#">Configuring Utility Networks in ArcGIS</a><br><a href="#">Branch Versioning</a> |
| Arcade          | Administrators & Developers | <a href="#">ArcGIS Arcade Fundamentals</a><br><a href="#">Get Started with ArcGIS Arcade</a>                                                           |

Attribute Rules are managed with Arcade expressions (scripts). The utility network leverages Arcade for events such as insert, trigger, delete, update, constraint, display, labeling, and other capabilities that are useful in managing the utility network. One example is automatically generating AssetIDs using the database sequence. Another common example is using Arcade to determine flow and pressure calculations to improve unstructured processes often completed using spreadsheets.

Melbourne's Esri account manager can provide additional details and pricing on recommended courses.

## Cost

The table below provides a summary of the project tasks and associated costs.

| Task                                                                                  | Cost             | Milestone |
|---------------------------------------------------------------------------------------|------------------|-----------|
| Kickoff and Discovery                                                                 | \$ 7,800         | 1         |
| Pilot Migration (Reclaimed Water)                                                     | \$ 46,800        | 2         |
| Planning and Design                                                                   |                  |           |
| Mobile, Web Maps, and Integrations                                                    |                  |           |
| Post Pilot Assessment                                                                 |                  |           |
| Detailed Migration Plan for Production                                                | \$ 15,600        | 3         |
| Testing (plan, train, test), Go-Live                                                  | \$ 7,800         | 4         |
| Services Total                                                                        | \$ 78,000        |           |
| Travel (estimated, travel will be based on GSA per diem rates with attached receipts) | \$ 2,500         |           |
| <b>Total for Reclaimed Water (4-month timeline)</b>                                   | <b>\$ 80,500</b> |           |

Travel costs (with receipts) will be invoiced with milestones. Invoices will be sent at each completed milestone and are due within 45 days of receipt.

The City of Melbourne accepts the proposal titled *Utility Network Implementation: Reclaimed Water System* dated June 2, 2026, for \$80.500.

CUSTOMER

True North Geographic Technologies LLC

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
True North Representative

\_\_\_\_\_  
Address 1

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Address 2

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order Number (if applicable)



**Federal Small Business  
Specialty**



**State and Local  
Government  
Specialty**



**esri**

**Partner Network  
Gold**

# City of Melbourne, Florida

## Utility Network Implementation: Sewer System

Prepared for:  
City of Melbourne  
900 E Strawbridge Ave, 3rd Floor  
Melbourne, FL 32901  
Ph: 321-608-7717

Prepared by:  
True North Geographic Technologies LLC  
119 MTCS Road  
Murfreesboro, TN 37129  
Ph: 615-890-7728

June 2, 2026



## Summary

True North Geographic Technologies, LLC (True North) is pleased to present this proposal to City of Melbourne, Florida (Melbourne) for the implementation of the ArcGIS Utility Network. This proposal includes professional services to migrate the sewer system GIS from the existing geodatabase schema to the Esri's Utility Network. The project scope of work is based on Esri's ArcGIS Utility Network best practices extensively detailed in [Resources](#) and [Documentation](#).

The ArcGIS Utility Network provides a next-generation GIS framework designed to improve network modeling, enable advanced analysis, and support seamless integration with enterprise systems. The utility network offers enhanced capabilities for asset management, traceability, connectivity modeling, and real-time decision support. The utility network replaces legacy GIS solutions with a more robust, scalable, and intelligent platform that reflects the progressing needs of the sewer utility.

## Project Approach

True North will implement Esri's ArcGIS Utility Network for Melbourne's sewer system. After Kickoff and Discovery, the Planning and Design phase addresses Data Mapping, Schema Design, Connectivity Rules, Associations (Containment) and Attribute Rules. This is a highly collaborative phase between Melbourne stakeholders and True North. The project includes a data readiness assessment, a pilot project migrating existing GIS data to the preferred utility network schema, testing pilot migration, and a detailed migration plan that guides the implementation. The utility network implementation project will be a coordinated effort between a team of True North technical resources and Melbourne GIS staff. It is critically important for Melbourne's project team lead to have the organizational authority to make prompt decisions regarding the data schema, GIS attributes, connectivity rules and associations.

The utility network implementation has been organized into the following tasks.

- Kickoff & Discovery
- Pilot Migration (sewer system GIS data)
  - Planning and Design
  - Mobile, Web Maps, and Integrations
  - Post Pilot Assessment
- Migration Plan for Production
- Testing (plan, train, test)
- Go-Live

## Timeline

The utility network implementation project timeline for the sewer system is 4 months. It is anticipated that work could be completed as soon as January 2027.

## Melbourne Requirements

- Melbourne staff will be available for project meetings.
- Melbourne will designate an executive within the organization to be the project sponsor. The project executive will ensure the Melbourne project team has appropriate resources and authority to complete the project.
- Melbourne staff will review deliverables in agreed upon timeframes. Failure to meet agreed upon timelines in the data review process will result in a change order for additional hours for the implementation.
- Melbourne will maintain adequate internet bandwidth to support working with web-based technologies.
- Melbourne will provide appropriate credentials and user permissions to access applications required to complete the scope of work.
- Melbourne will maintain all required Esri software licenses.
- Melbourne will be responsible for updating or modifying the source data with attributes or classifications to appropriately map to the asset groups and asset types.
- Melbourne will be responsible for updating connectivity errors in the source spatial data. Examples of common corrections include dangles, duplicate geometry, unsnapped line endpoints, missing junctions, line overlaps and intersection errors. True North can assist Melbourne with tools to address common spatial data errors. The tools may include topology rules, network validation scripts, attribute rules, geoprocessing tools, utility network migration tools and ArcGIS Data Reviewer.
- In the event there are any changes to scope, approval must be obtained between Melbourne and True North before moving forward with any additional effort.
- Melbourne staff will pursue appropriate Esri training (as needed) to supplement current knowledge.

## Training

True North *strongly* recommends that all employees who will be interacting with the utility network and Esri software pursue the appropriate Esri training. Recommendations include the following:

| Software        | User                        | Recommendation                                                                                                                                         |
|-----------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| ArcGIS Pro      | Editors and Administrators  | <a href="#">ArcGIS Pro: Essential Workflows</a><br><a href="#">Creating and Editing Data with ArcGIS Pro</a>                                           |
| Utility Network | Administrators              | <a href="#">Working with Utility Networks in ArcGIS</a><br><a href="#">Configuring Utility Networks in ArcGIS</a><br><a href="#">Branch Versioning</a> |
| Arcade          | Administrators & Developers | <a href="#">ArcGIS Arcade Fundamentals</a><br><a href="#">Get Started with ArcGIS Arcade</a>                                                           |

Attribute Rules are managed with Arcade expressions (scripts). The utility network leverages Arcade for events such as insert, trigger, delete, update, constraint, display, labeling, and other capabilities that are useful in managing the utility network. One example is automatically generating AssetIDs using the database sequence. Another common example is using Arcade to determine collection system calculations to improve unstructured processes often completed using spreadsheets.

Melbourne's Esri account manager can provide additional details and pricing on recommended courses.

## Cost

The table below provides a summary of the project tasks and associated costs.

| Task                                                                                  | Cost             | Milestone |
|---------------------------------------------------------------------------------------|------------------|-----------|
| Kickoff and Discovery                                                                 | \$ 7,800         | 1         |
| Pilot Migration (Sewer)                                                               | \$ 46,800        | 2         |
| Planning and Design                                                                   |                  |           |
| Mobile, Web Maps, and Integrations                                                    |                  |           |
| Post Pilot Assessment                                                                 |                  |           |
| Detailed Migration Plan for Production                                                | \$ 15,600        | 3         |
| Testing (plan, train, test), Go-Live                                                  | \$ 7,800         | 4         |
| Services Total                                                                        | \$ 78,000        |           |
| Travel (estimated, travel will be based on GSA per diem rates with attached receipts) | \$ 2,500         |           |
| <b>Total for Sewer (4-month timeline)</b>                                             | <b>\$ 80,500</b> |           |

Travel costs (with receipts) will be invoiced with milestones. Invoices will be sent at each completed milestone and are due within 45 days of receipt.

The City of Melbourne accepts the proposal titled *Utility Network Implementation: Sewer System* dated June 2, 2026, for \$80.500.

CUSTOMER

True North Geographic Technologies LLC

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
True North Representative

\_\_\_\_\_  
Address 1

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Address 2

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order Number (if applicable)



**Federal Small Business  
Specialty**



**State and Local  
Government  
Specialty**



**esri**

**Partner Network  
Gold**

## SOLE/SINGLE SOURCE REQUEST FORM

|                                     |                                                                                               |
|-------------------------------------|-----------------------------------------------------------------------------------------------|
| <b>DATE:</b>                        | 6/1/2026                                                                                      |
| <b>TO:</b>                          | Gregory Bunn, Procurement Mgr.                                                                |
| <b>THRU:</b>                        |                                                                                               |
| <b>FROM:</b>                        | Kevin Burns, CIO/IT Director                                                                  |
| <b>Product/Service Description:</b> | Professional Services from True North for GIS Data migration to ESRI Utilities Network schema |

### PART I

CHECK ONE: ☐ FIRST APPLICATION    ☒ RENEWAL

SOLE SOURCE • SINGLE SOURCE • SOLE BRAND • STANDARDIZATION

It is the policy of the City of Melbourne to consistently purchase goods and services using full and open competition. The taxpayers in Melbourne are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes the Procurement Division can help to avoid delays and to facilitate effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of City of Melbourne, appropriate justification for that course of action must be submitted to the Procurement Division for approval in order to waive the competitive procurement process.

REQUEST FOR:

☐ SOLE SOURCE\*    ☐ SOLE BRAND\*  
☒ SINGLE SOURCE\*    ☒ STANDARDIZATION\*

(More than one box above may be checked)

**\*SOLE SOURCE (use for single purchases only)**

The supply of a product or service so uniquely\* qualified that it is only available from a solitary source.

**\*SINGLE SOURCE (use for single purchases only)**

The supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely\* qualified and meets the users' requirements.

**\*SOLE BRAND (use for single purchases only)**

This is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable.

**\*STANDARDIZATION (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.)**

This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department and/or agency. Competition among distributors of a standardized brand will be attained if possible.

**DEFINITION OF UNIQUELY\*:**

2. Without an equal or equivalent; unparalleled
3. Unusual; extraordinary
4. Characteristic of a particular category, condition, or locality

|                             |                                         |                            |  |
|-----------------------------|-----------------------------------------|----------------------------|--|
| Order must be placed by:    |                                         | Product/Service needed by: |  |
| Proposed Vendor:            | True North Geographic Technologies, LLC |                            |  |
| Address:                    | 119 MTCS Rd., Murfreesboro, TN 37129    |                            |  |
| Brand:                      |                                         | Product #:                 |  |
| Estimated Cost of Purchase: | \$241,500                               | Account to be charged:     |  |

Note: Insurance may be required, check with the Procurement Office.

**PART II QUESTIONNAIRE**

**ALL QUESTIONS MUST BE ANSWERED**

*(ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)*

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination:

The Utility Department is preparing to implement a new Asset Management System. To take advantage of the functionality of the Asset Management System the GIS data that Utilities uses needs to be converted to the ESRI Utilities Network schema.

Explain why this service provider, supplier, or manufacturer is the unique available source from which to obtain this product or service and describe the efforts that were made to verify and confirm whether or not this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors of exclusive distributorships for the product or service if that is cited as a reason):

True North is a gold partner with ESRI and Melbourne has been using True North professional services for the cities GIS and ESRI services, upgrades, data assistance and general ESRI assistance where city resources require assistance. True North has been working with the city for over 10 years which makes them uniquely qualified to work with the city and perform these three data migrations of Utilities data.

Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one? If so, Estimated Annual Expenditure: \$

This purchase will not obligate us to this vendor; however, if the vendor continues to provide outstanding service, there is no reason to change to another vendor.

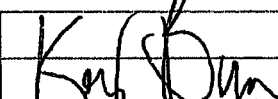
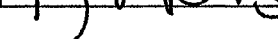
Please describe your market research and the results thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

The IT and Utilities Departments have been working together for an extended period of time to determine that the new ESRI Utilities Network is the best data structure to support the Asset Management implementation. This data schema has also been recommended by the consulting firm recommending the Asset Management System and vendor based on requirements submitted.

Explain the consequence(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above:

If this initiative is not approved, the current data structures will not provide the most current data structures to support the implementation of the Asset Management System. The Asset Management System could be implemented with a different data format which will later be required to be upgraded to the Utility Network data structure causing unnecessary additional work and expense when this conversion/migration can be done in advance of the Asset Management System implementation providing for a better overall implementation and user experience for years to come.

I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

|                       |                                                                                     |       |          |
|-----------------------|-------------------------------------------------------------------------------------|-------|----------|
| Requested by (print): |  | Date: |          |
| Dept. Head Signature: |  | Date: | 6/8/2026 |

DO NOT WRITE BELOW THIS LINE  
FOR PROCUREMENT DIVISION USE ONLY

APPROVAL AUTHORITY: In accordance with City of Melbourne Procurement Division procedures it is requested that you review that information contained herein and make your recommendation to begin/continue the above requested procurement. A review of this recommendation, if a Standardization, will be made on an annual basis in June following the approval date.

APPROVED: \_\_\_\_\_

*Gregory B...*

Procurement Team Member

*6/9/26*

Date

DISAPPROVED: \_\_\_\_\_ If not approved state reason below:

\_\_\_\_\_  
\_\_\_\_\_



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |             |
|--------------------------------------------|-------------|
| Department:                                | Engineering |
| Presenter:                                 | Dani Straub |
| Council District:                          | N/A         |
| Reading Number:                            | N/A         |
| Quasi-judicial Item (Disclosure Required): | No          |
| Public Hearing:                            | No          |
| Item Number:                               | C.14.f.     |

**Subject:**

Interlocal Agreement between Brevard County, City of Melbourne and other local municipalities for the Save Our Indian River Lagoon Local Infrastructure Surtax.

**Background/Consideration:**

In 2016, Brevard County voters passed a referendum to approve a countywide 1/2 cent discretionary Save Our Indian River Lagoon (SOIRL) local infrastructure surtax commencing January 1, 2017, and commencing for a period of ten (10) years.

Brevard County has been approved to initiate another referendum on the November 2026 ballot to extend the surtax for an additional ten (10) years, through December 31, 2036.

The proceeds of the Save Our Indian River Lagoon infrastructure surtax will continue to be used to fund projects and programs designed to restore the Indian River Lagoon. The attached Interlocal Agreement (ILA) provides for Brevard County to collect the surtax and deposit into the Save Our Indian River Lagoon Trust Fund. The Save Our Indian River Lagoon Citizen Oversight Committee, administered by Brevard County, will continue to assist the County with updates to the annual plan, review of proposed projects, and recommendations to the Board of County Commissioners.

The ILA also specifies that Total Maximum Daily Load (TMDL) credits will be equitably distributed within the Florida Department of Environmental Protection (FDEP) Basin Management Action Plan (BMAP) watershed within which the project is located.

Please Note: In the event that the referendum is not approved by the voters, this Agreement will not be executed.

**Fiscal/Budget Impact:**

Fiscal impact will be determined at the time project specific cost-share funding Interlocal Agreements are approved. This base Interlocal Agreement provides for Melbourne to receive an equitable share of pollution reduction credits resulting from programs funded by the Save Our Indian River Lagoon local infrastructure surtax.

**Requested Action:**

Approval of the Save Our Indian River Lagoon Local Infrastructure Surtax Interlocal Agreement with Brevard County providing for the equitable distribution of pollution-reduction regulatory credits for



projects funded with the proceeds of the Save Our Indian River Lagoon local infrastructure surtax and authorization for the City Manager to execute the Agreement.

**SAVE OUR INDIAN RIVER LAGOON LOCAL INFRASTRUCTURE SURTAX  
RENEWAL OF INTERLOCAL AGREEMENT**

This Renewal of the Save Our Indian River Lagoon Local Infrastructure Surtax Agreement ("Renewal"), is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida ("County") and the municipalities of Cape Canaveral, Cocoa, Cocoa Beach, Grant-Valkaria, Indialantic, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Melbourne Village, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville, and West Melbourne, Florida, municipal corporations existing under the laws of the State of Florida ("City") and all together hereinafter known as the "Parties".

**WITNESSETH**

**WHEREAS**, pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. 16-15, and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 8, 2016, the County levied a countywide one-half cent discretionary Save Our Indian River Lagoon local infrastructure surtax (hereinafter the "Surtax"), commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2026; and

**WHEREAS**, pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. 2026-06 (hereinafter the "Ordinance"), and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 3, 2026, the Surtax is renewed commencing on January 1, 2027, and continuing thereafter for a period of ten (10) years until December 31, 2036; and

**WHEREAS**, as authorized by section 212.055(2)(c), Florida Statutes, the Parties entered into an initial Interlocal Agreement on August 23, 2016, which was subsequently replaced with an Interlocal Agreement executed by all Parties on January 29, 2019 (hereinafter the "Original Agreement"), in order to determine the distribution of the revenues derived from the half cent discretionary infrastructure sales tax in lieu of using the statutory formula set forth in section 218.62, Florida Statutes and the Parties desire to renew said Interlocal Agreement; and

**WHEREAS**, the parties deem it in the best interest of all of the citizens, residents, and property owners of Brevard County that the proceeds of the Surtax continue to be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance, including reasonable administrative costs of those projects and programs; and

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and City agree to perform the following acts and to be bound by the following statements:

1. **RECITALS.** The recitals set forth hereinabove are true and correct and are incorporated herein by reference.

2. CONTINUED USE AND DISTRIBUTION OF SURTAX. It is the intent of the parties hereto that even though this Renewal is separately executed by the County with multiple municipalities, that all such separately executed agreements shall be construed to constitute a single Renewal of the Interlocal Agreement which provides for the continued use and distribution of the proceeds from the Surtax as follows:
  - a. Any and all revenue generated by the Surtax shall continue to be deposited into the Save Our Indian River Lagoon Trust Fund, continue to be administered by the County, and continue to be used for restoration projects and programs in the manner prescribed in the Ordinance and the Save Our Indian River Lagoon Project Plan; and
  - b. The Save Our Indian River Lagoon Citizen Oversight Committee, as established in Ordinance No. 16-15, will continue to assist the County with annual plan updates and may review any proposed capital improvement, project, program, relevant science, performance data, audit or other matter presented to it by the Board of County Commissioners for a recommendation to the County Commission.
3. MUNICIPAL PERMITTING CONTINUING TO NOT BE RESTRICTED. Nothing in this Renewal or the Save Our Indian River Lagoon Project Plan shall be read to limit any municipal signatory's ability to obtain permits from the Florida Department of Environmental Protection, the St. John River Water Management District, or any other governing and/or permitting authority.
4. CONTINUING TOTAL MAXIMUM DAILY LOAD ("TMDL") CREDITS.
  - a. Any and all TMDL credits accrued as a result of Surtax expenditures made shall continue to be distributed, to the extent permitted by law, between entities that have jurisdiction within the Florida Department of Environmental Protection (FDEP) Basin Management Action Plan (BMAP) watershed within which the project is located, and according to the following population-based distribution formula:
    - i. The proportion for the county government shall be computed by dividing the sum of the unincorporated area population within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.
    - ii. The proportion for each municipal government shall be computed by dividing the population of that municipality within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.
    - iii. For the purposes of this section, from program inception until the census block data for the 2020 United States Census becomes

available, population shall be calculated using the population estimates of local governmental units in Florida as of April 1, 2016, as published by the University of Florida Bureau of Economic and Business Research. See **Exhibit A** attached hereto for TMDL credit distributions based on 2016 population estimates.

- iv. When more recent census block data for the United States Census becomes available, and continuing thereafter, population shall be calculated by using the most recent census block data published by the United States Census Bureau.
  - b. Should a project use both Surtax monies and contributions made by other government entities, such as a city, all TMDL credits accrued for the project will be distributed pro rata in the same ratio as the entity's contribution to the total project cost, if allowed by law, or as otherwise agreed to by the contributing entities. The formula in 5.a.i. through 5.a.iv. applies only to the distribution of TMDL credits accrued by expenditure of Surtax monies.
  - c. Should expenditures be made with grant monies, cost share contracts or legislative appropriations, whichever entity applied for and received the additional funds shall be the recipient of the pro rata share of TMDL credits that accrue from the expenditure of such additional funds.
5. CONTINUING INTERLOCAL AGREEMENT. This Renewal is an interlocal agreement, as contemplated by Chapter 163, Part III, Florida Statutes, and other applicable law. This Renewal adopts, incorporates and ratifies the provisions of the Ordinance and the Original Agreement. It is governed by the laws of Florida.
6. MODIFICATION. This Renewal may be amended, supplemented or cancelled only by a written instrument duly executed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year indicated next to the signature of their respective authorized representatives and this Renewal of the Interlocal Agreement shall take effect upon the date of execution by the last party to the Renewal of the Interlocal Agreement, the "last party" being defined as the authorized representative of the municipality whose city population will cause the total population of cities executing this agreement to exceed 50% of the total 2020 municipal population in the county, as that total is set forth in Exhibit A attached hereto.

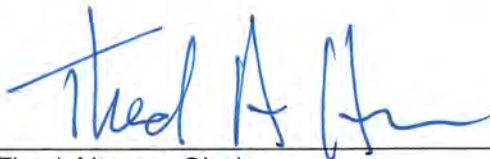
ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA



Rachel M. Sadoff, Clerk

By:



Thad Altman, Chair

As approved by the Board on May 19 2026

**Melbourne, Florida**  
(Municipality)

Signed: \_\_\_\_\_  
Typed: Jenni Lamb  
Title: City Manager  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Typed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A – DISTRIBUTION OF TMDL CREDITS**

**TABLE 1: CREDIT SHARE BASED ON 2016 POPULATION**

| City/Town                                  | BRL A<br>Population | BRL A<br>Credit<br>Split | BRL B<br>Population | BRL<br>B<br>Credit<br>Split | North A<br>Population | North A<br>Credit<br>Split | North B<br>Population | North<br>B<br>Credit<br>Split | Central A<br>Population | Central<br>A Credit<br>Split | Central<br>SEB<br>Population | Central<br>SEB<br>Credit<br>Split |
|--------------------------------------------|---------------------|--------------------------|---------------------|-----------------------------|-----------------------|----------------------------|-----------------------|-------------------------------|-------------------------|------------------------------|------------------------------|-----------------------------------|
| <b>Brevard County<br/>(Unincorporated)</b> | 1,402               | 100.0%                   | 68,711              | 63.0%                       | 6,402                 | 19.2%                      | 25,606                | 25.6%                         | 46,777                  | 21.5%                        | 3,521                        | 82.0%                             |
| Cape Canaveral                             | 0                   | 0.0%                     | 10,171              | 9.3%                        | 0                     | 0.0%                       | 0                     | 0.0%                          | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Cocoa                                      | 0                   | 0.0%                     | 0                   | 0.0%                        | 0                     | 0.0%                       | 9,793                 | 9.8%                          | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Cocoa Beach                                | 0                   | 0.0%                     | 11,276              | 10.3%                       | 0                     | 0.0%                       | 0                     | 0.0%                          | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Grant-Valkaria                             | 0                   | 0.0%                     | 0                   | 0.0%                        | 0                     | 0.0%                       | 0                     | 0.0%                          | 3,299                   | 1.5%                         | 774                          | 18.0%                             |
| Indialantic                                | 0                   | 0.0%                     | 0                   | 0.0%                        | 0                     | 0.0%                       | 1,181                 | 1.2%                          | 1,630                   | 0.7%                         | 0                            | 0.0%                              |
| Indian Harbour<br>Beach                    | 0                   | 0.0%                     | 8,446               | 7.7%                        | 0                     | 0.0%                       | 0                     | 0.0%                          | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Malabar                                    | 0                   | 0.0%                     | 0                   | 0.0%                        | 0                     | 0.0%                       | 0                     | 0.0%                          | 2,817                   | 1.3%                         | 0                            | 0.0%                              |
| Melbourne                                  | 0                   | 0.0%                     | 0                   | 0.0%                        | 0                     | 0.0%                       | 48,075                | 48.1%                         | 29,948                  | 13.7%                        | 0                            | 0.0%                              |
| Melbourne<br>Beach                         | 0                   | 0.0%                     | 0                   | 0.0%                        | 0                     | 0.0%                       | 0                     | 0.0%                          | 3,076                   | 1.4%                         | 0                            | 0.0%                              |
| Melbourne<br>Village                       | 0                   | 0.0%                     | 0                   | 0.0%                        | 0                     | 0.0%                       | 0                     | 0.0%                          | 666                     | 0.3%                         | 0                            | 0.0%                              |
| Palm Bay                                   | 0                   | 0.0%                     | 0                   | 0.0%                        | 0                     | 0.0%                       | 0                     | 0.0%                          | 109,162                 | 50.1%                        | 0                            | 0.0%                              |
| Palm Shores                                | 0                   | 0.0%                     | 0                   | 0.0%                        | 0                     | 0.0%                       | 979                   | 1.0%                          | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Rockledge                                  | 0                   | 0.0%                     | 0                   | 0.0%                        | 0                     | 0.0%                       | 13,941                | 14.0%                         | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Satellite Beach                            | 0                   | 0.0%                     | 10,485              | 9.6%                        | 0                     | 0.0%                       | 0                     | 0.0%                          | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Titusville                                 | 0                   | 0.0%                     | 0                   | 0.0%                        | 26,881                | 80.8%                      | 272                   | 0.3%                          | 0                       | 0.0%                         | 0                            | 0.0%                              |
| West Melbourne                             | 0                   | 0.0%                     | 0                   | 0.0%                        | 0                     | 0.0%                       | 0                     | 0.0%                          | 20,434                  | 9.4%                         | 0                            | 0.0%                              |

**TABLE 2: CREDIT SHARE BASED ON 2020 POPULATION**

| City/Town                                  | BRL A<br>Population | BRL A<br>Credit<br>Split | BRL B<br>Population | BRL B<br>Credit<br>Split | North A<br>Population | North A<br>Credit<br>Split | North B<br>Population | North B<br>Credit<br>Split | Central A<br>Population | Central<br>A Credit<br>Split | Central<br>SEB<br>Population | Central<br>SEB<br>Credit<br>Split |
|--------------------------------------------|---------------------|--------------------------|---------------------|--------------------------|-----------------------|----------------------------|-----------------------|----------------------------|-------------------------|------------------------------|------------------------------|-----------------------------------|
| <b>Brevard County<br/>(Unincorporated)</b> | 452                 | 100.0%                   | 25,141              | 37.7%                    | 11,742                | 28.2%                      | 45,464                | 37.3%                      | 63,679                  | 25.0%                        | 4,065                        | 77.0%                             |
| Cape Canaveral                             | 0                   | 0.0%                     | 9,972               | 14.9%                    | 0                     | 0.0%                       | 0                     | 0.0%                       | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Cocoa                                      | 0                   | 0.0%                     | 0                   | 0.0%                     | 0                     | 0.0%                       | 10,092                | 8.3%                       | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Cocoa Beach                                | 0                   | 0.0%                     | 11,354              | 17.0%                    | 0                     | 0.0%                       | 0                     | 0.0%                       | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Grant-Valkaria                             | 0                   | 0.0%                     | 0                   | 0.0%                     | 0                     | 0.0%                       | 0                     | 0.0%                       | 3,292                   | 1.3%                         | 1,217                        | 23.0%                             |
| Indialantic                                | 0                   | 0.0%                     | 0                   | 0.0%                     | 0                     | 0.0%                       | 813                   | 0.7%                       | 2,197                   | 0.9%                         | 0                            | 0.0%                              |
| Indian Harbour<br>Beach                    | 0                   | 0.0%                     | 9,019               | 13.5%                    | 0                     | 0.0%                       | 0                     | 0.0%                       | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Malabar                                    | 0                   | 0.0%                     | 0                   | 0.0%                     | 0                     | 0.0%                       | 0                     | 0.0%                       | 2,949                   | 1.2%                         | 0                            | 0.0%                              |
| Melbourne                                  | 0                   | 0.0%                     | 0                   | 0.0%                     | 0                     | 0.0%                       | 48,461                | 39.8%                      | 32,855                  | 12.9%                        | 0                            | 0.0%                              |
| Melbourne<br>Beach                         | 0                   | 0.0%                     | 0                   | 0.0%                     | 0                     | 0.0%                       | 0                     | 0.0%                       | 3,231                   | 1.3%                         | 0                            | 0.0%                              |
| Melbourne<br>Village                       | 0                   | 0.0%                     | 0                   | 0.0%                     | 0                     | 0.0%                       | 0                     | 0.0%                       | 681                     | 0.3%                         | 0                            | 0.0%                              |
| Palm Bay                                   | 0                   | 0.0%                     | 0                   | 0.0%                     | 0                     | 0.0%                       | 0                     | 0.0%                       | 119,760                 | 47.0%                        | 0                            | 0.0%                              |
| Palm Shores                                | 0                   | 0.0%                     | 0                   | 0.0%                     | 0                     | 0.0%                       | 1,200                 | 1.0%                       | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Rockledge                                  | 0                   | 0.0%                     | 0                   | 0.0%                     | 0                     | 0.0%                       | 15,500                | 12.7%                      | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Satellite Beach                            | 0                   | 0.0%                     | 11,226              | 16.8%                    | 0                     | 0.0%                       | 0                     | 0.0%                       | 0                       | 0.0%                         | 0                            | 0.0%                              |
| Titusville                                 | 0                   | 0.0%                     | 0                   | 0.0%                     | 29,947                | 71.8%                      | 302                   | 0.2%                       | 0                       | 0.0%                         | 0                            | 0.0%                              |
| West Melbourne                             | 0                   | 0.0%                     | 0                   | 0.0%                     | 0                     | 0.0%                       | 0                     | 0.0%                       | 25,924                  | 10.2%                        | 0                            | 0.0%                              |

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** James Ennis, City Engineer  
**From:** Tami Gillen, Assistant City Engineer  
**Date:** June 30, 2026  
**Re:** Professional Services Selection for Downtown Core Streetscape, Project No. 17123

---

The process to select a consultant for the professional services for the Downtown Core Streetscape project began on May 4, 2026, with a public advertisement requesting qualifications from interested professional consulting firms.

### Background

On March 10, 2026, City Council provided direction to proceed with the consultant selection for the design of the Downtown Core Streetscape project. The project scope includes a complete design retrofit of historic downtown, utilizing an urban-style streetscape and roadway design for E. New Haven Avenue, from Livingston Street to just E. of Front Street, Municipal Lane, between US 192 and E. New Haven Avenue and Melbourne Court, from FECR to Henley Court, consistent with the concept study “New Haven Avenue Conceptual Design” created by Inspire Placemaking, Inc., dated December 2023. Design elements include conversion of angled parking to parallel parking along E. New Haven Avenue to accommodate wider sidewalks and additional storefront width in compliance with the American with Disabilities Act (ADA); storm water collection system design, utility relocation design including laterals, fire hydrants, water services, sewer services; landscape, irrigation, hardscape designs, including decorative crosswalks, tree wells, seating benches, trash receptacles; pedestrian and roadway decorative lighting design, electronic wayfinding signs, design space for public art, removable bollards for street festival closures, security cameras, smart parking systems and traffic calming. Public involvement and permitting services are included.

### Selection Process

Competitive selection includes the review of qualifications by a staff committee, a short-listing process, presentations by short-listed firms, followed by a final ranking process. A recommendation is then given to Council requesting authorization to negotiate with the top-ranked firm. Finally, upon completing the negotiations, the contract is returned to Council for final approval.

### Committee

A five-member consultant selection committee was formed from staff within the Engineering Department, Public Works and Community Development Department.

## **Applicants**

On June 4, 2026, five (5) applicant firms submitted their qualifications. All five consulting firm responses were deemed responsive as meeting the minimum qualifications to provide the services needed for the project.

The five responsive firms were as follows:

EXP US Services, Inc., Orlando, FL

DRMP, Inc., Merritt Island, FL

Kimley Horn & Associates, Inc., Melbourne, FL

GFT Infrastructure, Inc., Melbourne , FL

LJA Engineering, Inc.,Melbourne, FL

## **Short Listing and Submittal**

The qualification statements were reviewed and the applicants were given points on assigned personnel and experience, project management experience and project approach to construction with emphasis in downtown, urban environments.

On June 17, 2026, the committee shortlisted three firms and invited them to participate in presentations before the selection committee. The top three ranked firms were EXP US Services, Inc., DRMP, Inc, and Kimley-Horn & Associates, Inc.

## **Presentations**

Presentations were held on June 30, 2026. Each firm was allotted 30 minutes for a presentation followed by a 15-minute question and answer period. Each of the consultants was asked to discuss their project team, project management experience and their approach to the project.

For project team, the firms were asked to introduce key members, describe each member's experience and role, discuss the team's extensiveness of experience as a project team and specific experience in the design of downtown retrofit project.

Each team was asked to describe their project management experience and how accountability would be maintained with its staff and subconsultants, how staff resources would be allocated to the project, how the consultant intended to coordinate the project with the affected stakeholders to optimize effectiveness, describe their quality management plan, how scope creep would be managed and how the consultant ensure compliance with budget, schedule and plans deliverables.

Lastly, the committee had the firms outline their approach to ensure that the project design adequately addressed public access to business and a maintenance of traffic plan to reduce any potential impacts to businesses while accommodating pedestrian access and parking needs. The firms were asked to provide examples of utility and storm drain systems in constrained corridors and any provide a description of potential challenges with existing pavements that do not conform to Americans with Disabilities (ADA) standards. The firms

were asked to discuss their experience with sustainable designs for landscape, stormwater, and hardscape items such as tree wells, utility vaults, integrated smart hub lighting systems, security cameras and the potential use of other innovating technology.

The results of the presentation ordinal scoring were as follows:

| Company                                 | James Ennis,<br>Chair,<br>Engineering | Cindy Dittmer,<br>Community<br>Development | Tom Baker,<br>Public Works<br>&<br>Utilities | Robert McKinzie,<br>Community<br>Development | Tami Gillen,<br>Engineering | Total<br>Score |
|-----------------------------------------|---------------------------------------|--------------------------------------------|----------------------------------------------|----------------------------------------------|-----------------------------|----------------|
| EXP US<br>Services,<br>Inc.             | 3                                     | 3                                          | 3                                            | 1                                            | 3                           | 13             |
| DRMP, Inc.                              | 2                                     | 1                                          | 1                                            | 3                                            | 1                           | 8              |
| Kimley Horn<br>&<br>Associates,<br>Inc. | 1                                     | 2                                          | 2                                            | 2                                            | 1                           | 8              |

Since the ordinal scoring resulted in a tie between DRMP, Inc. and Kimley Horn & Associates, the tie breaker as described in the RFQ requires that the firm with the highest numeral score in the presentation is ranked higher. In the case of DRMP, Inc. received a numeral score of 459 points and Kimley-Horn & Associates received a score of 464 points. Therefore, Kimley Horn was ranked as the first place firm recommended by the selection committee to proceed with negotiations for a contract award.

### **Fiscal/Budget Impact**

No fiscal impact at this time.

### **Recommendation**

Recommend authorization for staff to negotiate a professional engineering services contract with Kimley-Horn & Associates, Inc. to provide professional engineering Services for the Downtown Core Streetscape Project, Project No. 17123.



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |                 |
|--------------------------------------------|-----------------|
| Department:                                | Fire Department |
| Presenter:                                 | Shane Leech     |
| Council District:                          | N/A             |
| Reading Number:                            | N/A             |
| Quasi-judicial Item (Disclosure Required): | No              |
| Public Hearing:                            | No              |
| Item Number:                               | C.14.h.         |

**Subject:**

Agreement for medical physicals and scans for the Fire Department.

**Background/Consideration:**

Fire Department staff require annual medical physicals as set forth by their collective bargaining agreement. The Department provides NFPA 1582-compliant physicals to ensure the staff's overall wellness and fitness for duty to perform the functions of their jobs. Further, Life Scan provides several other tests and diagnostic services that have been proven to provide early detection of more serious medical conditions, including cancer and cardiac-related issues. In most instances, early detection leads to early treatment, providing a more favorable prognosis and outcome. In addition to the base physical costs and scans, Life Scan will also do blood work, a 10-Panel Drug Screen and nicotine testing for those that require them.

**Contract/Solicitation:**

Per the City Procurement Manual and Florida Statutes, health services are exempt from the State and City competitive procurement requirements.

**Fiscal/Budget Impact:**

Funding of \$120,254 is available from account 53000522-531090 - Fire Department - Medical Services.

**Requested Action:**

Approval of the agreement for medical physicals and scans for the Fire Department, Life Scan Wellness Centers, Tampa, FL - amount not to exceed \$120,254.



## 2026 Department Scheduling And Additional Testing Agreement

### DEPARTMENT INFORMATION

2026

#### Melbourne Fire Department

##### Point of Contact

Division Chief Clark Simmons

(O) 321-608-6003 (C) 321-408-2446

clark.simmons@mlbfl.org

Natasha Saunders, Admin Assistant

(O) 321-608-6000 (C)

natasha.saunders@mlbfl.org

##### Fit for Duty Contact

Terrye Dexter

terrye.dexter@mlbfl.org

Fire Chief Shane Leech

shane.leech@mlbfl.org

##### Invoice POC

Natasha Saunders, Admin Assistant

natasha.saunders@mlbfl.org

##### Billing Address

865 W. Eau Gallie Blvd

Melbourne, FL 32935

##### Supply Shipping Address

##### ATTN:

865 W. Eau Gallie Blvd

Melbourne, FL 32935

##### Blood Draw Location

865 W. Eau Gallie Blvd

Melbourne, FL 32935

##### Physicals Location

##### Training Center

1980 Hughs Road

Melbourne, FL 32935

### PHYSICALS INFORMATION

Set-Up: 7:30am

Start: 8:30am

#### Dates of Physicals:

Appts: 8:30am, 11:30am, 2:30pm

Tues, Sep. 8 – Fri, Sep. 11

Members: 153

Days: 19

Mon, Sep. 14 – Fri, Sep. 18

9 appts available per day.

Mon, Sep. 21 – Fri, Sep. 25

Mon, Sep. 28 – Fri, Oct. 2

### ADDITIONAL LABS AND TEST: Check if you agree to additional test/labs

| Yes | Test/Lab           | Price | QTY | Notes                                         |
|-----|--------------------|-------|-----|-----------------------------------------------|
| X   | FFD                | \$540 | 153 |                                               |
| X   | On-Site Blood Draw | \$26  | 153 |                                               |
| X   | QuantiFERON        | \$114 | 153 |                                               |
| X   | Nicotine           | \$83  | 70  | Separate Script – Members hired after 4/30/17 |
| X   | Drug Screen        | \$68  | 153 |                                               |
| X   | MRO                | \$156 |     | If needed, for non-neg drug screen only       |

### BLOOD DRAW INFORMATION

Collection Type: X Life Scan On-Site

#### Dates of Blood Draw:

Times: 8:00am to 12:00pm

Mon, Aug. 17 – Fri, Aug. 21

A minimum of eighty-five percent (85%) of enrolled members is required to participate in the scheduled onsite blood draw services. If participation falls below this threshold, the Client agrees to be billed for no less than eighty-five percent (85%) of the total enrolled member count, regardless of the actual number of participants.



**LIFE SCAN WELLNESS CENTERS**  
*Saving the Lives of America's Heroes*



## 2026 Department Scheduling And Additional Testing Agreement

### BLOOD DRAW REQUIREMENTS

Members who do not participate in the on-site blood draws will need to bring their script to a local Lab Corp. For accurate results, blood draws need to be performed between 45 days and 10 days prior to scheduled physicals. **\*Reminder, members need to fast 10 hours prior to blood draw\***

### PHYSICALS REQUIREMENTS

3 private rooms (10 x 10 is sufficient), one room needs to have a treadmill with at least a 15% incline. Each room should have a trash can and a small table and two chairs if possible.

Our staff will need to connect to the WiFi to chart findings during the exam. If your WiFi requires a password to gain access, please provide it here. **WiFi Password:**

If WiFi is inadequate or not provided, a \$50 fee per week is applicable.

Non-Diagnostic Ultrasound: Imaging performed for screening purposes only, without clinical interpretation or diagnosis.

### CLIENT AGREEMENT:

Agreement must be signed and returned a minimum of 60 days prior to scheduled physicals. If dates of physicals are not confirmed a minimum of 60 days prior to, Life Scan Wellness reserves the right to release the dates.

While our pricing is listed on a per-patient basis for transparency, please note that departments will be billed **per day of service**. Each scheduled day includes **up to 9 patient slots**, and we staff and travel our clinical teams accordingly. This structure ensures operational efficiency and cost-effectiveness, especially when departments request extended service periods (e.g., 4 weeks or 20 days).

As an authorized representative, I have reviewed and agree to these terms, dates, additional tests, labs, and pricing.

---

**Representative Name and Title**

---

**Representative Signature**

---

**Signed Date**

*Jennifer Connelly – Administrative Director*  
Life Scan Representative Name and Title



**LIFE SCAN WELLNESS CENTERS**  
*Saving the Lives of America's Heroes*



***Public Safety Physical Exam (NFPA 1582 Compliant)***

|                                                      |          |
|------------------------------------------------------|----------|
| Medical & Occupational/Environmental Questionnaire   | Included |
| Comprehensive Hands-On Physical Exam                 | Included |
| Vital Signs: Height, Weight, Blood Pressure, Pulse   | Included |
| Behavioral Health Eval - Epworth Sleep, PCL-5, PHQ-9 | Included |
| Back Health Evaluation                               | Included |
| Urinalysis                                           | Included |
| Audiogram                                            | Included |
| Titmus Occupational Vision Exam                      | Included |
| Breast Exam with Self-Exam education                 | Included |
| Personal Consultation with review of testing results | Included |

***Laboratory Tests:***

|                                                    |          |
|----------------------------------------------------|----------|
| Comprehensive Metabolic Panel, Blood Chemistry     | Included |
| Complete Blood Count, Hematology Panel             | Included |
| Hemoccult Stool Test for Colon Cancer Screening    | Included |
| Total Lipid Panel                                  | Included |
| Thyroid Test TSH                                   | Included |
| Glucose                                            | Included |
| Hemoglobin A1C                                     | Included |
| Men: PSA (Prostate cancer marker) and Testosterone | Included |
| Women: CA-125                                      | Included |

***Ultrasound Screenings (Early Detection of Heart Disease and Cancer):***

|                                          |          |
|------------------------------------------|----------|
| Echocardiogram (Heart Ultrasound)        | Included |
| Carotid Arteries Ultrasound              | Included |
| Aorta and Aortic Valve Ultrasounds       | Included |
| Liver Ultrasound                         | Included |
| Gall Bladder Ultrasound                  | Included |
| Kidneys Ultrasound                       | Included |
| Spleen Ultrasound                        | Included |
| Bladder Ultrasound                       | Included |
| Thyroid Ultrasound                       | Included |
| Men: Prostate and Testicular Ultrasounds | Included |
| Women: Ovaries and Uterus Ultrasounds    | Included |

***Cardiopulmonary Testing & Fitness Eval (NFPA 1583 & IAFF WFI)***

|                                                           |          |
|-----------------------------------------------------------|----------|
| Cardiac Stress Test (Treadmill with 12 lead, sub-maximal) | Included |
| EKG, 12 Lead                                              | Included |

**Public Safety Physical Exam (NFPA 1582 Compliant)**

|                                                        |          |
|--------------------------------------------------------|----------|
| Spirometry, PFT with OSHA Respirator Medical Clearance | Included |
| Fitness tests for muscular strength & endurance        | Included |
| VO2 Max Calc for Aerobic Capacity                      | Included |
| Body Weight and Composition                            | Included |
| Personal Fitness Rx                                    | Included |

**OPTIONAL TESTS AVAILABLE**

**LINE ITEM COST**

|                                                            |          |
|------------------------------------------------------------|----------|
| Chest X-Ray, 2 view with radiologist review                | \$95.00  |
| Lumbar X-Ray, 2 view with radiologist review               | \$108.00 |
| Hazmat Cholinesterase                                      | \$108.00 |
| Hazmat Heavy Metals                                        | \$108.00 |
| Hepatitis A Screening Test                                 | \$71.00  |
| Hepatitis A Titer                                          | \$51.00  |
| Hepatitis B Screening Test                                 | \$85.00  |
| Hepatitis B Titer                                          | \$47.00  |
| Hepatitis C Screening Test                                 | \$77.00  |
| HIV Test, Gen 4                                            | \$42.00  |
| PPD TB Skin Test                                           | \$42.00  |
| QuantiFeron Gold TB Blood Test                             | \$114.00 |
| Tdap (Tetanus, Diphtheria, Pertussis) Titer                | \$42.00  |
| MMR Booster                                                | \$114.00 |
| MMR Titer                                                  | \$114.00 |
| Varicella Titer                                            | \$41.00  |
| Polio Booster                                              | \$43.00  |
| Polio Titer                                                | \$84.00  |
| Nicotine                                                   | \$83.00  |
| Vitamin D                                                  | \$27.00  |
| Apolipoprotein B (inflammation test)                       | \$27.00  |
| C-reactiveProtein                                          | \$22.00  |
| Homocysteine                                               | \$22.00  |
| Lp(a) Cardiac Inflammation Test                            | \$44.00  |
| OSHA Respirator Mask Fit Testing (PortaCount)              | \$68.00  |
| Drug Screen, I CUP                                         | \$68.00  |
| Drug Rescreen with confirmation                            | \$77.00  |
| Medical Review Officer (MRO) as indicated/secondary review | \$156.00 |
| Phlebotomist (Blood Draw) Fee                              | \$26.00  |

**OPTIONAL TESTS AVAILABLE**

**LINE ITEM COST**

|                                                                    |          |
|--------------------------------------------------------------------|----------|
| Labs Drawn without Appointment                                     | \$100.00 |
| Form Fee - Add'l forms needing to be filled out by APRN (per form) | \$50.00  |
| Secure Wifi if not provided by department (per week)               | \$50.00  |



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

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

**Subject:**

Legal services regarding non-party subpoenas in a criminal case.

**Background/Consideration:**

Since August 2025, the City of Melbourne and Melbourne Police Department have received non-party discovery requests in the form of subpoenas related to a criminal matter. The City Attorney's Office has represented the City to protect the City's interests regarding its security/surveillance camera systems. In June 2026, certain trial court orders required the City Attorney's Office to consider filing appeals to protect the City's legal interests. On June 24, 2026, the City Attorney's Office collectively recommended that the City engage the law firm of Dean, Ringers, Morgan & Lawton (DRM&L) of Orlando, FL to assist as appellate counsel on this matter, and the City Manager executed the initial engagement letter. The City works with DRM&L on a regular basis as outside counsel assigned by our insurance provider via the Florida Municipal Insurance Trust. On occasion, the City has also engaged the firm for certain special projects.

Pursuant to City Council Policy No. 6, the City Attorney and City Manager are authorized to expend up to \$25,000 on outside counsel prior to City Council approval. Given the time-sensitive nature of this matter and the amount of resources required, DRM&L is almost assuredly going to exceed this \$25,000 threshold. However, it is vital that the City protect its legal interests and ensure that the City's obligation to provide confidential information are appropriately balanced with the public safety interest.

This request is to authorize the engagement of the DRM&L firm for appellate assistance at the rates set forth in the attached agreement. DRM&L will work subject to supervision from the City Attorney and City Attorney's Office. There are sufficient funds available in the City Attorney's Office budget for outside counsel services.

**Fiscal/Budget Impact:**

Legal services are paid subject to the City Attorney's Office budget for outside counsel.

**Requested Action:**

Approval of Agreement for Legal Services with the Dean, Ringers, Morgan & Lawton law firm.



DEAN, RINGERS, MORGAN & LAWTON  
ATTORNEYS AT LAW

201 EAST PINE STREET  
SUITE 1200  
ORLANDO, FL 32801  
407-422-4310

*Reply to:*  
P.O. BOX 2928  
ORLANDO, FL 32802-2928

Alyssa J. Flood, Esq.  
aflood@drml-law.com  
Phone: 407-422-4310

June 24, 2026

*Via e-mail*

Adam Conley  
City Attorney  
City of Melbourne  
900 E. Strawbridge Ave.  
Melbourne, FL 32901

**RE: *Non-Party Subpoenas in the matter of State of Florida vs. Stephen Dieujuste***

Dear Mr. Conley

Thank you for retaining Dean, Ringers, Morgan and Lawton, P.A. (the "Firm"). We are pleased that you have asked our firm to represent the City of Melbourne (the "City") in connection with this matter as identified above. This letter will outline the nature of the legal services we have agreed to provide to the City in this engagement and will document our professional relationship. This agreement has no effect until it has been executed by all parties.

**Scope of Representation**

We have agreed that our only client in this engagement will be the City. We were not retained to represent any individuals, employees, or officials of the City. The legal services that we have agreed to provide in this engagement involve our representation of the City in the matter identified above. Should you require any other legal services unrelated to our representation of the City in this matter, we can only provide those services pursuant to a separate written engagement letter.

**Firm Personnel**

Alyssa Flood and Jessica Conner will serve as the attorneys primarily responsible for this engagement. Should it become necessary, we will draw upon the talent and expertise of other attorneys and staff within our firm to assist me. If you are ever unable to reach me for any reason, please contact one of my assistants, Suzanne Huston or Karen Simpson-Fryc, at 407-422-4310.

**Payment of Fees and Costs**

Adam Conley  
*City Attorney*  
City of Melbourne  
June 24, 2026  
Page 2

We will issue invoices on a monthly basis that itemize our fees for the professional services provided and any expenses incurred on the City's behalf. Our invoices will include a description of the work performed and the time spent performing that work.

The rates we charge will be \$425/hour for appellate work, and at the trial court level the rates are \$375/hour for partners, \$325/hour for associates, and \$100/hour for paralegals. Our fees will be invoiced in increments of one-tenth ( $1/10^{\text{th}}$ ) of an hour at these rates.

In addition to our fees for legal services provided, we will invoice the City on a monthly basis for any costs or expenses incurred in providing those services. The City authorizes the firm to incur on its behalf any out-of-pocket expenses necessary to provide the legal services outlined in this engagement. These out-of-pocket expenses and costs include any direct expenses incurred in connection with this engagement, such as the filing fees, court reporter costs and transcription, postage, delivery or messenger charges, mileage and travel-related expenses. The City agrees to pay the Firm for all attorney's fees and advanced costs that the City owes or otherwise incurs in this matter.

The City agrees to pay the invoices provided no later than one (1) week after receipt of same. In the event that any of our invoices are not timely paid, the City agrees that we have the option to suspend further work on this engagement and on any other matters for which we have been engaged until any overdue amounts are paid in full. We also reserve the option to withdraw from this engagement and from any other matter for which we have been engaged, as permitted by the rules governing the legal profession, in the event that any of our invoices are not timely paid.

The City may request that we provide an estimate of fees and costs or a projected budget for our work going forward. Any projection of future fees and costs or any budget that we provide are estimates only and are not an offer or agreement to provide our legal services for a fixed fee or in the amount of the estimate. Despite our best efforts, legal fees and expenses may exceed any estimate because the time required to complete the services may be more than we anticipate or be due to factors beyond our control.

#### **Disclaimer of Guarantees**

The outcome of any engagement may turn on factors outside our control. We have made no promise or guarantee to the City about the outcome of this engagement. Therefore, while we may provide the City with an analysis of potential liability and damage exposure, or an opinion

Adam Conley  
City Attorney  
City of Melbourne  
June 24, 2026  
Page 3

concerning options and strategies that could be pursued, or results that may be anticipated with those options or strategies, we can make no guarantee about the outcome of this matter. Any statements of this type are our opinions or beliefs and should not be interpreted by the City as a promise or guarantee.

#### **Retention and Disposition of Documents**

Any documents or information that the City provides to us during the course of this engagement will be held until our representation of the City ends. Unless one of us terminates it at an earlier time, this engagement will end upon completion of the work described in this letter. At the conclusion of this engagement, we anticipate the City will request the return of any documents or information that it may need. Following the passage of a reasonable period of time from the end of this engagement, any documents or information that the City does not request we return, will be destroyed or otherwise disposed in a manner that maintains the confidentiality of their content.

We appreciate the opportunity to represent the City in this matter and we look forward to working with you. If you have any questions about the nature of the services we will be providing in this engagement, please let us know at your earliest convenience.

Very truly yours,

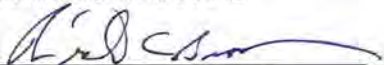
/s/ Alyssa J. Flood

Alyssa J. Flood

Dean, Ringers, Morgan & Lawton, P.A.

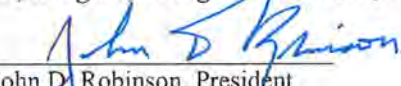
IN WITNESS WHEREOF, the undersigned parties have executed this agreement on the day and year last executed below.

#### **CITY OF MELBOURNE**

By:   
Adam Conley, City Attorney  
*Richard C. Brown, Dep. City Atty*

Date: 6-24-26

#### **Dean, Ringers, Morgan & Lawton, P.A.**

By:   
John D. Robinson, President

Date: 6.24.26

By:   
Jennifer Lamb, City Manager  
Date: 6/24/26

---

**CITY COUNCIL POLICIES**

General Administration

*Reference Resolution No. 4300 for policies relating to City Council rules of procedure.*

1. **Scenic Corridor:** Resolution No. 731 provides that the property located on the east side of U.S. 1, between the former Syracuse Avenue right-of-way and Laurie Street, is declared as a scenic corridor. The City shall acquire the land through donation, perpetual easements, purchase or other appropriate means as may be determined by the Council. (Adopted 2/9/1982; reaffirmed 8/11/1998; reviewed with no changes 5/13/2008; reviewed with no changes 2/11/2025.)
2. **Emergency Travel:** Council approved a cap of (up to) \$2,000 for the Mayor or a Council Member acting as his/her designee for emergency trips. Council will confirm at the next scheduled Council meeting. (Adopted 1/10/1989; reviewed and revised 5/13/2008; revised 9/11/2024 by increasing the spending threshold from \$500 to \$2,000.)
3. **Requests for Information:** Council Members shall make official requests for information through the City Manager, who shall provide the requested information within a reasonable amount of time based on the scope of the request. If the matter is of general interest to the rest of the City Council, the City Manager shall provide the requested information to the entire City Council. (Adopted 9/13/1994; reviewed with no changes 5/27/2008; revised 9/11/2024.)
4. *[RESERVED. Former policy relating to renaming of a park. Codified in Sec. 52-6 of the City Code.]*
5. **City Council Minutes:** Minutes will be provided to the public at no cost, unless a request for paper copies of City Council meeting minutes exceeds five sets. (Adopted 11/2/1999; reviewed with no changes 6/24/2008; revised 9/11/2024.)
6. **Outside Legal Counsel:** Provided that funding is available, outside legal counsel may be used upon recommendation by the City Attorney and concurrence by the City Manager with a spending limitation of not more than \$25,000 per occurrence. Use of outside legal counsel when funding is not available, when the \$25,000 limitation will be exceeded, or on a permanent basis must be approved by the City Council. In all cases, City Council will be notified of the use of outside legal counsel. (Adopted 12/14/1999; reviewed with no changes 6/24/2008; amended 10/22/2024 to increase the spending limit from \$10,000 per fiscal year to \$25,000 per occurrence.)
7. **Litigation Report:** The City Attorney will provide Mayor and Council with a regular summary report about all lawsuits and claims against the city bi-annually each year. (Adopted 4/25/2000; reviewed with no changes 6/24/2008; amended 10/22/2024.)
8. *[RESERVED. Former policy detailing the history of Mayor and Council salaries since the adoption of Ordinance No. 2000-32. Refer to Sec. 2-23, City Code, which states that the salaries for the Mayor and City Council shall be fixed by vote of the City Council and surveyed every five years. Policy language repealed 9/11/2024.]*



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

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

**Subject:**

Resolution authorizing a grant application to the Florida Department of Transportation, High Visibility Enforcement Program

**Background/Consideration:**

The City has the opportunity to apply for a grant from the Florida Department of Transportation (FDOT) High Visibility Enforcement Program through the Institute for Police Technology and Management (IPTM) at the University of North Florida.

High Visibility Enforcement is a traffic safety approach designed to educate on safe driving, walking, and biking behaviors and to increase compliance with traffic laws. The goal of this data-driven enforcement program is to reduce traffic crashes that result in serious and fatal injuries to pedestrians and bicyclists. Additionally, the Police Department plans to utilize these funds to enhance e-bike education and enforcement.

IPTM provides contracts to law enforcement agencies in priority counties to conduct high visibility enforcement operations in areas with the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. High visibility enforcement funds are intended as a crash mitigation tool. High visibility enforcement details are designed to reduce unsafe behaviors of all road users, including motorists, pedestrians, and bicyclists.

Brevard County is one of 25 Florida counties identified as having the greatest representation of traffic crashes resulting in pedestrian and bicyclist serious injuries and fatalities. Seven (7) locations in Melbourne have been identified by FDOT as eligible for enforcement operations under the grant:

- Babcock Street - from U.S. 192 to Bulldog Boulevard
- Wickham Road - from Lake Washington Road to Parkway Drive
- South Harbor City Boulevard - from East New Haven Avenue to East Fee Avenue
- Eau Gallie Boulevard - from North Riverside Drive to State Road A1A
- U.S. Highway - from Shady Lane to Saint Claire Street
- Sarno Road - from Wickham Road to Apollo Boulevard
- North Wikcham Road - from Emerald Drive to Fountain Head Boulevard



This application would be for funding in the amount of \$17,103.60 to be used exclusively for overtime details by the Police Department at the highest incident intersections and roadways. The program requires specifically trained personnel, media engagement, distribution of educational materials and commencement of operations. Additional funding may become available during the program period if not used by other Brevard County law enforcement agencies or other agencies within the state.

**Fiscal/Budget Impact:**

This grant award would provide funding in the amount of \$17,103.60 for overtime expenses incurred during high-visibility enforcement operations. Only the standard overtime rate is eligible for reimbursement under the grant. FICA, benefits, retirement, leave accruals, etc. are not eligible for reimbursement, therefore it is not a full cost recovery. There is no City match requirement.

**Requested Action:**

Recommend approval of Resolution No. 4421.

**2026-2027 HIGH VISIBILITY ENFORCEMENT PROGRAM  
BREVARD COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS**

| Rank | County  | Roadway Name               | From                                          | To                           | Zip Code     | Enforcement Agency                     | Length (feet) | Length (miles) | Pedestrian and Bicycle Crashes |       |           |            |               |            |             |      | Tier | Time Range |                                                            | Day of the Week |
|------|---------|----------------------------|-----------------------------------------------|------------------------------|--------------|----------------------------------------|---------------|----------------|--------------------------------|-------|-----------|------------|---------------|------------|-------------|------|------|------------|------------------------------------------------------------|-----------------|
|      |         |                            |                                               |                              |              |                                        |               |                | Total                          | Fatal | Ped Fatal | Bike Fatal | Severe Injury | Ped S. Inj | Bike S. Inj | From |      | To         |                                                            |                 |
| 1    | Brevard | BABCOCK STREET             | US 192                                        | BULLDOG BOULEVARD            | 32901        | Melbourne Police Department            | 3,784         | 0.72           | 8                              | 2     | 2         | 0          | 6             | 4          | 2           | 1    | 800  | 2000       | Monday, Tuesday, Thursday, and Friday                      |                 |
| 2    | Brevard | SR 406/GARDEN STREET       | DIXIE AVENUE                                  | US 1                         | 32796        | Titusville Police Department           | 3,985         | 0.75           | 7                              | 1     | 0         | 1          | 6             | 3          | 3           | 1    | 900  | 2300       | Thursday, Friday, and Saturday                             |                 |
| 3    | Brevard | N COURTENAY PARKWAY        | MERRITT AVENUE                                | CROCKETT BOULEVARD           | 32953        | Brevard County Sheriff's Office        | 8,750         | 1.66           | 11                             | 4     | 3         | 1          | 7             | 4          | 3           | 1    | 500  | 2400       | Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday |                 |
| 4    | Brevard | PALM BAY ROAD NE           | UPS (1595 PALM BAY RD NE, PALM BAY, FL 32905) | ROBERT J CONLAN BOULEVARD NE | 32905        | Palm Bay Police Department             | 8,300         | 1.57           | 11                             | 1     | 1         | 0          | 10            | 7          | 3           | 1    | 800  | 100        | Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday |                 |
| 5    | Brevard | BABCOCK STREET NE          | NORWOOD STREET NE                             | PALM BAY ROAD NE             | 32905        | Palm Bay Police Department             | 7,449         | 1.41           | 11                             | 1     | 1         | 0          | 10            | 3          | 7           | 1    | 600  | 2400       | Monday, Wednesday, Thursday, Friday, Saturday, and Sunday  |                 |
| 6    | Brevard | WICKHAM ROAD               | LAKE WASHINGTON ROAD                          | PARKWAY DRIVE                | 32934, 32935 | Melbourne Police Department            | 3,951         | 0.75           | 6                              | 4     | 4         | 0          | 2             | 1          | 1           | 1    | 1800 | 1000       | Tuesday, Thursday, and Saturday                            |                 |
| 7    | Brevard | N ATLANTIC AVENUE          | HAYES AVENUE                                  | W CENTRAL BOULEVARD          | 32920        | Brevard County Sheriff's Office        | 7,470         | 1.41           | 7                              | 1     | 1         | 0          | 6             | 5          | 1           | 1    | 1400 | 2400       | Friday, Saturday, and Sunday                               |                 |
| 8    | Brevard | MALABAR ROAD               | EMERSON DRIVE SE                              | I-95                         | 32907, 32909 | Palm Bay Police Department             | 5,923         | 1.12           | 6                              | 1     | 1         | 0          | 5             | 2          | 3           | 1    | 800  | 2000       | Monday, Wednesday, Thursday, and Friday                    |                 |
| 9    | Brevard | US 1                       | HIGH POINT DRIVE                              | TUPELO CIRCLE                | 32926        | Brevard County Sheriff's Office        | 8,203         | 1.55           | 6                              | 2     | 2         | 0          | 4             | 4          | 0           | 1    | 2400 | 2200       | Wednesday, Thursday, Friday, and Saturday                  |                 |
| 10   | Brevard | MINTON ROAD                | VIA CATALANO COURT NE                         | HIELD ROAD                   | 32907        | Palm Bay Police Department             | 3,499         | 0.65           | 5                              | 0     | 0         | 0          | 5             | 2          | 3           | 1    | 800  | 2100       | Monday, Tuesday, Saturday, and Sunday                      |                 |
| 11   | Brevard | SR 520                     | MYRTICE AVENUE                                | PLUMOSA STREET               | 32952, 32953 | Brevard County Sheriff's Office        | 4,770         | 0.90           | 5                              | 1     | 1         | 0          | 4             | 1          | 3           | 1    | 1500 | 2300       | Monday, Tuesday, Thursday, and Saturday                    |                 |
| 12   | Brevard | BABCOCK STREET             | SON SOVING STREET SE                          | MALABAR ROAD                 | 32909        | Palm Bay Police Department             | 32,192        | 6.10           | 8                              | 3     | 2         | 1          | 5             | 2          | 3           | 1    | 1000 | 2300       | Monday, Wednesday, Thursday, and Saturday                  |                 |
| 13   | Brevard | SR 528                     | US 1                                          | N BANANA RIVER DRIVE         | 32953        | Brevard County Sheriff's Office        | 29,027        | 5.50           | 6                              | 5     | 5         | 0          | 1             | 0          | 1           | 1    | 1600 | 200        | Monday, Wednesday, and Sunday                              |                 |
| 14   | Brevard | SR 520                     | CLEARLAKE ROAD                                | GRACE AVENUE                 | 32922        | Brevard County Sheriff's Office        | 885           | 0.17           | 4                              | 2     | 2         | 0          | 2             | 2          | 0           | 1    | 1900 | 2300       | Friday, Saturday, and Sunday                               |                 |
| 15   | Brevard | S HARBOR CITY BOULEVARD    | E NEW HAVEN AVENUE                            | E FEE AVENUE                 | 32901        | Melbourne Police Department            | 1,197         | 0.23           | 4                              | 2     | 2         | 0          | 2             | 0          | 2           | 1    | 2200 | 900        | Monday, Tuesday, Thursday, and Saturday                    |                 |
| 16   | Brevard | S PATRICK DRIVE            | E EAU GALIE BOULEVARD                         | YACHT CLUB BOULEVARD         | 32937        | Indian Harbour Beach Police Department | 2,475         | 0.47           | 4                              | 1     | 1         | 0          | 3             | 1          | 2           | 1    | 1100 | 1700       | Wednesday, Friday, and Saturday                            |                 |
| 17   | Brevard | US 1                       | CANAVERAL GROVES BOULEVARD                    | CAMP ROAD                    | 32927        | Brevard County Sheriff's Office        | 5,409         | 1.02           | 5                              | 2     | 2         | 0          | 3             | 1          | 2           | 1    | 300  | 1000       | Monday, Wednesday, Friday, and Saturday                    |                 |
| 18   | Brevard | EAU GALIE BOULEVARD        | N RIVERSIDE DRIVE                             | SR A1A                       | 32903, 32937 | Melbourne Police Department            | 5,631         | 1.07           | 5                              | 1     | 1         | 0          | 4             | 2          | 3           | 1    | 600  | 2300       | Wednesday, Friday, and Saturday                            |                 |
| 19   | Brevard | CLEARLAKE ROAD             | PEACHTREE STREET                              | BROADCAST COURT              | 32922, 32926 | Brevard County Sheriff's Office        | 3,667         | 0.69           | 4                              | 1     | 1         | 0          | 3             | 3          | 0           | 2    | 1200 | 2300       | Tuesday, Thursday, and Friday                              |                 |
| 20   | Brevard | US 1                       | BIRCH STREET                                  | DELESPINE AVENUE             | 32780        | Titusville Police Department           | 2,625         | 0.50           | 4                              | 1     | 1         | 0          | 3             | 2          | 1           | 2    | 600  | 2000       | Wednesday, Thursday, and Saturday                          |                 |
| 21   | Brevard | US 1                       | WILEY AVENUE                                  | LIONEL ROAD                  | 32754        | Brevard County Sheriff's Office        | 11,219        | 2.12           | 5                              | 3     | 2         | 1          | 2             | 1          | 1           | 2    | 1000 | 2400       | Tuesday, Wednesday, Thursday, Friday, and Saturday         |                 |
| 22   | Brevard | JUPITER BOULEVARD NW       | GARVEY ROAD SW                                | AMERICANA BOULEVARD          | 32908        | Palm Bay Police Department             | 7,760         | 1.47           | 5                              | 1     | 1         | 0          | 4             | 2          | 2           | 2    | 600  | 2100       | Monday, Tuesday, Thursday, Friday, and Sunday              |                 |
| 23   | Brevard | SW DEGROODT ROAD           | GALICIA STREET SW                             | GARYLIND STREET SW           | 32908        | Palm Bay Police Department             | 8,546         | 1.62           | 5                              | 1     | 1         | 0          | 4             | 2          | 2           | 2    | 600  | 2200       | Monday, Tuesday, and Friday                                |                 |
| 24   | Brevard | PORT MALABAR BOULEVARD NE  | CHELSEA AVENUE NE                             | US 1                         | 32905        | Palm Bay Police Department             | 13,486        | 2.55           | 5                              | 2     | 1         | 1          | 3             | 1          | 2           | 2    | 1200 | 2000       | Tuesday, Wednesday, Thursday, and Sunday                   |                 |
| 25   | Brevard | CLEARLAKE ROAD             | HIGHLAND COURT                                | TATE STREET                  | 32922, 32926 | Brevard County Sheriff's Office        | 1,700         | 0.32           | 3                              | 1     | 1         | 0          | 2             | 2          | 0           | 2    | 2000 | 300        | Tuesday and Friday                                         |                 |
| 26   | Brevard | E MERRITT ISLAND CAUSEWAY  | NEWFOUND HARBOR DRIVE                         | S BANANA RIVER DRIVE         | 32952        | Brevard County Sheriff's Office        | 1,323         | 0.25           | 3                              | 1     | 1         | 0          | 2             | 1          | 1           | 2    | 1600 | 2300       | Tuesday and Friday                                         |                 |
| 27   | Brevard | SAN FILIPPO DRIVE SE       | JUPITER BOULEVARD                             | COMMUNITY COLLEGE PARKWAY    | 32909        | Palm Bay Police Department             | 1,784         | 0.34           | 3                              | 0     | 0         | 0          | 3             | 1          | 2           | 2    | 700  | 2400       | Wednesday and Sunday                                       |                 |
| 28   | Brevard | US 1                       | SHADY LANE                                    | SAINT CLAIR STREET           | 32935        | Melbourne Police Department            | 1,105         | 0.21           | 3                              | 0     | 0         | 0          | 3             | 1          | 2           | 2    | 1600 | 1900       | Monday, Wednesday, and Thursday                            |                 |
| 29   | Brevard | PEACHTREE STREET           | 3RD STREET                                    | 1ST STREET                   | 32922        | Cocoa Police Department                | 713           | 0.13           | 3                              | 2     | 2         | 0          | 1             | 0          | 1           | 2    | 600  | 2000       | Monday, Thursday, and Saturday                             |                 |
| 30   | Brevard | US 1                       | SEA GRASS LANE                                | PARADISE LANE                | 32927        | Brevard County Sheriff's Office        | 5,021         | 0.95           | 4                              | 3     | 2         | 1          | 1             | 1          | 0           | 2    | 1800 | 700        | Monday, Friday, and Saturday                               |                 |
| 31   | Brevard | EMERSON DRIVE SE           | VANTAGE STREET SE                             | JUPITER BOULEVARD            | 32909        | Palm Bay Police Department             | 3,969         | 0.75           | 4                              | 1     | 1         | 0          | 3             | 0          | 3           | 2    | 1700 | 300        | Monday, Wednesday, and Thursday                            |                 |
| 32   | Brevard | US 192/ W NEW HAVEN AVENUE | FEAST ROAD                                    | DOHERTY DRIVE                | 32904        | West Melbourne Police Department       | 5,912         | 1.12           | 4                              | 3     | 3         | 0          | 1             | 1          | 0           | 2    | 1900 | 2200       | Tuesday, Thursday, and Sunday                              |                 |
| 33   | Brevard | EMERSON DRIVE NE           | HAWTHORNE LANE NE                             | AMERICANA BOULEVARD NE       | 32907        | Palm Bay Police Department             | 2,623         | 0.50           | 3                              | 0     | 0         | 0          | 3             | 1          | 2           | 2    | 800  | 1700       | Monday, Wednesday, and Thursday                            |                 |
| 34   | Brevard | SARNO ROAD                 | WICKHAM ROAD                                  | APOLLO BOULEVARD             | 32935        | Melbourne Police Department            | 10,666        | 2.02           | 4                              | 2     | 2         | 0          | 2             | 1          | 1           | 2    | 1600 | 2200       | Thursday, Friday, and Sunday                               |                 |
| 35   | Brevard | W NEW HAVEN AVENUE         | I-95                                          | CIRCLE DRIVE                 | 32904        | West Melbourne Police Department       | 4,005         | 0.76           | 3                              | 1     | 1         | 0          | 2             | 2          | 0           | 2    | 800  | 1900       | Friday, Saturday, and Sunday                               |                 |

**BREVARD COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS**

| Rank | County  | Roadway Name           | From          | To                     | Zip Code            | Enforcement Agency              | Length (feet) | Length (miles) | Pedestrian and Bicycle Crashes |       |           |            |               |            |             |      | Tier | Time Range |                               | Day of the Week |
|------|---------|------------------------|---------------|------------------------|---------------------|---------------------------------|---------------|----------------|--------------------------------|-------|-----------|------------|---------------|------------|-------------|------|------|------------|-------------------------------|-----------------|
|      |         |                        |               |                        |                     |                                 |               |                | Total                          | Fatal | Ped Fatal | Bike Fatal | Severe Injury | Ped S. Inj | Bike S. Inj | From |      | To         |                               |                 |
| 36   | Brevard | US 1/WASHINGTON AVENUE | MALINDA LANE  | KINGMAN ROAD           | 32796               | Titusville Police Department    | 5,975         | 1.13           | 3                              | 3     | 3         | 0          | 0             | 0          | 0           | 2    | 1900 | 400        | Wednesday and Sunday          |                 |
| 37   | Brevard | CR 509                 | MURRELL ROAD  | S PINEHURST AVENUE     | 32940               | Brevard County Sheriff's Office | 9,379         | 1.78           | 3                              | 2     | 1         | 1          | 1             | 1          | 0           | 2    | 800  | 2000       | Wednesday, Friday, and Sunday |                 |
| 38   | Brevard | N WICKHAM ROAD         | EMERALD DRIVE | FOUNTAINHEAD BOULEVARD | 32904, 32934, 32935 | Melbourne Police Department     | 5,466         | 1.04           | 3                              | 0     | 0         | 0          | 3             | 3          | 0           | 2    | 2300 | 1200       | Tuesday and Thursday          |                 |

Data Source: Signal 4 Analytics 7/1/2020 to 6/30/2025 (downloaded February 2026). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

RESOLUTION NO. 4421

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, HIGH VISIBILITY ENFORCEMENT PROGRAM; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the Florida Department of Transportation (FDOT) High Visibility Enforcement Program is designed to increase awareness of, and compliance with, traffic laws and regulations that protect the safety of pedestrians and bicyclists on Florida's roads; and

WHEREAS, High Visibility Enforcement (HVE) is a traffic safety approach designed to educate on safe driving, walking, and biking behaviors and to increase compliance with traffic laws; and

WHEREAS, the goal of this data driven enforcement program is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists; and

WHEREAS, Brevard County is one of 25 Florida counties identified as having the greatest representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists; and

WHEREAS, the City of Melbourne Police Department proposes to use grant funding in the amount of \$17,103.60 exclusively for HVE overtime details at the highest incident intersections and roadways.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the City Manager is authorized to submit an application to the Florida Department of Transportation High Visibility Enforcement Program for funding in the amount of \$17,103.60 to improve the Police Department's ability to reduce unsafe behaviors of all road users, including motorists, pedestrians, and bicyclists.

SECTION 2. That the City Manager is authorized and directed to apply for the grant; accept the grant, should an award be rendered; and to execute all related documents.

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

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

BY: \_\_\_\_\_  
Paul Alfrey, Mayor

ATTEST: \_\_\_\_\_  
Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4421



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

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

**Subject:**

A resolution providing for a change in the September 2026 City Council regular meeting schedule.

**Background/Consideration:**

The Truth in Millage law provides that any taxing authority in the county may not schedule its budget public hearing dates on the same hearing dates scheduled by the county commission or the school board. This year, the City Council's regular meeting dates in September will conflict with the county's budget public hearings. As a result, the Melbourne City Council, at its June 9, 2026 meeting, approved conducting the September budget public hearings and regular City Council meetings on September 9 and September 23, 2026.

Section 2-24 of the City Code requires the adoption of a resolution to alter the regular Council meeting schedule. The proposed resolution provides that the September 2026 regular City Council meetings will be held on September 9 and 23 immediately following adjournment of the budget public hearings.

**Fiscal/Budget Impact:**

N/A

**Requested Action:**

Approval of Resolution No. 4422.

RESOLUTION NO. 4422

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RESCHEDULING THE SEPTEMBER REGULAR CITY COUNCIL MEETINGS TO SEPTEMBER 9 AND SEPTEMBER 23, 2026; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, Section 2-24 of the City Code provides that the City Council shall hold regular meetings on the second and fourth Tuesday of each month; however, Council may alter that meeting schedule as a result of special circumstances and following adoption of a resolution; and

WHEREAS, each year the City Council is required to conduct two public hearings regarding approval of the City's annual budget; and

WHEREAS, for convenience to Melbourne residents, the City Council, and staff, these public hearings are routinely scheduled to be held prior to the regular scheduled meetings in September; and

WHEREAS, the Truth in Millage law provides that any taxing authority in the county may not schedule its annual budget public hearings on the same days as the county or the school board. The City Council regular meeting dates in September conflict with budget public hearings that have been scheduled by Brevard County; and

WHEREAS, at its June 9, 2026 meeting, the City Council approved conducting the September budget public hearings and regular City Council meetings on September 9 and September 23, 2026.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the September 8, 2026 regular City Council meeting is hereby rescheduled to September 9, 2026, immediately following the budget public hearing.

SECTION 2. That the September 22, 2026 regular City Council meeting is hereby rescheduled to September 23, 2026, immediately following the budget public hearing.

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

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

BY: \_\_\_\_\_  
Paul Alfrey, Mayor

ATTEST: \_\_\_\_\_  
Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4422



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |                       |
|--------------------------------------------|-----------------------|
| Department:                                | City Manager's Office |
| Presenter:                                 | N/A                   |
| Council District:                          | N/A                   |
| Reading Number:                            | N/A                   |
| Quasi-judicial Item (Disclosure Required): | No                    |
| Public Hearing:                            | No                    |
| Item Number:                               | C.15.                 |

**Subject:**

Items Removed from the Consent Agenda

**Background/Consideration:**



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |                                   |
|--------------------------------------------|-----------------------------------|
| Department:                                | Fire Department - Code Compliance |
| Presenter:                                 | Mark Herold                       |
| Council District:                          | 6                                 |
| Reading Number:                            | N/A                               |
| Quasi-judicial Item (Disclosure Required): | No                                |
| Public Hearing:                            | Yes                               |
| Item Number:                               | C.16.                             |

**Subject:**

Lien Rescission No. CE#2023-0112 - 2442 Empire Avenue.

**Background/Consideration:**

On November 17, 2023, a complaint was received concerning a residentially zoned (R1AA) property with excessive open storage in the backyard area along with several inoperable vehicles. Initial observations were taken from the front yard area and then from the Homeowners Association's (HOA) retention area located to the rear of the subject property. Through the rear yard chain-link fence, initial inspections revealed various items including, but not limited to, equipment from the property owner's "Icehouse" business (Mimsco Ice Company), tires, appliances, fencing, piping, metal, rusted inoperable bicycles, two utility trailers and a boat with accumulations of miscellaneous items of debris. Additionally, observed were five vehicles dispersed in the front and backyard areas with parts falling from them, debris surrounding them and on their windshields.

The property owner received a notice to comply on December 11, 2023. While the case was originally scheduled to come before the Code Enforcement Board on May 1, 2024, the case was postponed to the July 31, 2024 board meeting at which point the Board found the property owner in violation and the property owner was to bring the property into compliance by September 4, 2024. Despite the July 2024 Code Board's findings, seven (7) Board delays and extensions, progress towards compliance was unhurried and did not become significant until a year later and after fines were ordered in July 2025. Progress then became more significant and at the next Code Enforcement Board hearing in August 2025, the Board ordered a "Stay" of fine (\$1,250). The property was later found to be in compliance in October 2025. In summary, this complaint was open for a total of 690 days (approximately one year, ten months and 20 days) and received an incurred fine for 50 days (1.5 months), totaling \$1,250 dollars.

The property owner submitted to the City an application for Code Enforcement Fine Rescission / Reduction on March 11, 2026. The request was heard by the Code Enforcement Board at their June 3, 2026 meeting. Staff recommended denial of the request based on the property owner's failure to provide documentation, substantial information or reasoning required by City Council criteria, Resolution No. 1858. After review of the case facts and respondent's testimony, the Code Enforcement Board concurred with staff, and recommends City Council support denial of the respondents request. Specifically:

1. The applicant has not provided information regarding public benefit or interest.



2. The period for compliance was not reasonable, taking almost two years.
3. The applicant has not provided documentation of any other realistic good cause justification for reduction.
4. The total fine amount (\$1,250) is already below the recommended minimum reduction amount for judicious recovery of City cost (\$1,600).

Please Note: The applicant is an active Code Enforcement Board Member.

**Fiscal/Budget Impact:**

Recommendations for rescission or reduction have historically not been approved at below City cost (\$1,600.00), which is the minimum amount the City has incurred for enforcement of a typical case and is judicious for marginal recovery.

**Requested Action:**

Approval of the Code Enforcement Board's recommendation to deny the reduction of Lien No. CE#2023-01122 with the fine remaining at the current balance amount of \$1,250 against the subject property and cited respondent(s), until paid.

# Code Enforcement Section Memorandum

---



**TO:** Jenni Lamb, City Manager

**THRU:** Shane Leech, Fire Department Chief  
Steve Innes, Code Compliance Division Building Official

**FROM:** Mark Herold, Code Enforcement Official 

**SUBJECT:** **Code Enforcement Rescission / Reduction Request**  
Code Enforcement Case #: CE#2023-1122 (2442 Empire Ave)

**DATE:** 6/8/2026

---

The City has received a Code Enforcement rescission/reduction request for the above referenced Code Enforcement Case and address.

The Code Enforcement Board's recommendation has been placed on the City Council Agenda dated, 7/14/2026.

Attached is the staff report and the Code Enforcement Board's Recommendation for your review.

**Attached:**

1. Code Board's Recommendation
2. Rescission Application
3. City Council Meeting Notice
4. Case Timeline
5. Staff Report
6. Inspector's Affidavit
7. Fine & Administrative Cost Summary
8. Recorded Lien
9. Photos

C: City Attorney



# Code Enforcement Board



For the City of Melbourne, Florida  
900 E. Strawbridge Avenue, Melbourne, FL 32901  
(321) 608-7900  
Code.Compliance@mlbfl.org

## RESCISSION RECOMMENDATION TO CITY COUNCIL

For Code Enforcement Case: CE#2023-01122

To the City Council for the City of Melbourne:

**THIS CAUSE** came for public hearing before the City of Melbourne Code Enforcement Board on 6/3/2026 and was in response to an application requesting rescission of the code enforcement lien in Case CE#2023-01122. Said lien was recorded in the official records in and for Brevard County, Florida on 9/18/2025 Book / Page # 10434 / 857. The recorded lien is enforceable against any real or personal property owned by the respondent(s), and/or against the subject property located in the City of Melbourne, Florida known as:

|                                                                                            |                                    |
|--------------------------------------------------------------------------------------------|------------------------------------|
| <b>Cited Respondent(s), Owner(s) / Estate of, All Other Parties and Heirs of Interest:</b> | TEELE, JAMES P; TEELE, SHEILA M    |
| <b>TX. Acct. #:</b>                                                                        | 2701694                            |
| <b>Site Address:</b>                                                                       | 2442 EMPIRE AVE MELBOURNE FL 32934 |
| <b>Parcel ID:</b><br>(Tw-Rg.-Sec- Sub- Blk-Lt)                                             | 27-36-12-27-1-9                    |

**UPON CONSIDERATION** of the above styled proceeding and evidence and/or testimony submitted; the Code Enforcement Board, pursuant to a majority vote, recommends to City Council that the lien filed in the above-referenced code enforcement case **not be rescinded nor reduced** and the fine remain at the current amount of \$1,250.00 against the respondent(s) and/or the subject property, until paid. [Cited Respondent(s): James & Sheila Teele; Current Owner(s): James & Sheila Teele; Applicant(s): James & Sheila Teele; Address: 2442 Empire Ave.].

**DONE AND ORDERED** on 6/10/2026 at the City of Melbourne, Brevard County Florida.

**CODE ENFORCEMENT BOARD OF THE  
CITY OF MELBOURNE, FLORIDA**

**BY:**

Rick Dryden, Code Enforcement Board Chairperson or Authorized Representative  
MTH

Form Date: 11/10/2025

City of Melbourne Code Enforcement Board  
Order Acknowledging Compliance

---



**CE Complaint #: CE#2023-01122**

Address: 2442 Empire Ave., Melbourne, FL 32934

This Order is also being provided to:

**JAMES P & SHEILA M TEELE**  
2442 EMPIRE AVE  
MELBOURNE FL 32934

2023-01122 MH

# APPLICATION FOR CODE ENFORCEMENT FINE RESCISSION / REDUCTION

TO: City of Melbourne's Code Enforcement Board  
THRU: City of Melbourne Code Enforcement Section  
APPLICANT(S): James Teele  
SUBJECT: Rescission/Reduction Application for Code Enforcement Fine  
Case #: 2023-01122 Address: 2442 Empire Ave  
DATE: 3/11/2026

This is a request that the City's Code Enforcement Board consider a rescission and/or reduction recommendation to City Council regarding the City of Melbourne's Code Enforcement Lien(s) against the above property.

CE# 2023-01122

Lien Recording with Brevard County Clerk of Courts:

- Recording Date: 9/18/2025 Book / Page: 10434 / 857

## Applicant's Information:

Relationship To Property owner  
Mailing Address 2442 Empire Ave  
City, State Zip Melbourne, FL 32934  
Phone # 321-615-9090  
E-Mail mims20@cfl.rr.com

## Applicant's Comments / Reason for Rescission or Reduction Request:

VIOLATIONS were in my BACKYARD AND NOT SEEN FROM THE ROADWAY. I PURCHASED PROPERTY IN THE COUNTY (BREVARD) AND MOVED ALL OF MY OPERATIONS THERE.

Applicant's Signature: James P. Teele

Print Name: JAMES P. TEELE

☐ See Attached Other Comments, Documentation and/or Information.

---

**Re: CE#2023-01122 (2442 Empire Ave) Rescission Application**

---

**From** Mark Herold <Mark.Herold@mlbfl.org>

**Date** Thu 03/26/2026 8:10 AM

**To** mimsco@cfl.rr.com <mimsco@cfl.rr.com>

**Cc** Ralph Keller <Ralph.Keller@mlbfl.org>; Tammy L. Sisk <Tammy.Sisk@mlbfl.org>

**CE#2023-01122 (2442 Empire Ave)**

10-4

The City's recommendation will be based on your current application. Hearing date is proposed for June 3rd.

*Mark Herold*

City of Melbourne

Code Enforcement Official

**NOTE:** *The City does not provide legal advice.*

**DISCALIMER:** *General questions and answers via email or over the phone tend to be multifaceted and situational, are dependent on the question asked, the understanding of that question and other factors. Therefore, these types of communication tend to be basic, are not meant to be all inclusive, nor meant to be the City's official position.*

*We also recommend that any official City position should be in writing by authorized City staff having the authority to provide an official position. Any information outside this formal process is considered informal and should not be taken as the City's official position.*

---

**From:** mimsco@cfl.rr.com <mimsco@cfl.rr.com>

**Sent:** Tuesday, March 24, 2026 9:04 PM

**To:** Mark Herold <Mark.Herold@mlbfl.org>

**Subject:** RE: CE#2023-01122 (2442 Empire Ave) Rescission Application

**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.

Mark,

I stand by my original application.

Sincerely,

James P. Teele  
321-615-9090

---

**From:** Mark Herold <Mark.Herold@mlbfl.org>  
**Sent:** Thursday, March 19, 2026 8:00 AM  
**To:** mimsco@cfl.rr.com  
**Cc:** Ralph Keller <Ralph.Keller@mlbfl.org>; Tammy L. Sisk <Tammy.Sisk@mlbfl.org>  
**Subject:** CE#2023-01122 (2442 Empire Ave) Rescission Application

## **CE#2023-01122 (2442 Empire Ave) Rescission Application**

Mr. Teele,  
CE has reviewed your application for rescission and there are two concerns that we would like you to consider.

1. Your reasoning does not meet Council criteria for recommendation. Please review the attached criteria and revise your application to meet at least one of these requirements and then resubmit your application.
2. The City does not recommend fines be reduced below City Cost (\$1,600).
  - Your CE fine of \$1,250 is well below City Cost.

Sincerely,

*Mark Herold*

City of Melbourne  
Code Enforcement Official

**NOTE:** *The City does not provide legal advice.*

**DISCALIMER:** *General questions and answers via email or over the phone tend to be multifaceted and situational, are dependent on the question asked, the understanding of that question and other factors. Therefore, these types of communication tend to be basic, are not meant to be all inclusive, nor meant to be the City's official position.*

*We also recommend that any official City position should be in writing by authorized City staff having the authority to provide an official position. Any information outside this formal process is considered informal and should not be taken as the City's official position.*



# City of Melbourne



Code Compliance Division  
900 E. Strawbridge Avenue, Melbourne, FL 32901  
(321) 608-7905

## CITY COUNCIL MEETING NOTICE

Certified Mail #: N/A

### All Parties and Heirs of Interest

**JAMES P & SHEILA M TEELE**  
2442 EMPIRE AVE  
MELBOURNE FL 32934

2023-01122 MH

June 8, 2026

**Reference: Code Enforcement Case #: CE#2023-01122**

To Whom It May Concern:

**You are hereby notified** that the City of Melbourne has scheduled a **public hearing before the City Council**, to be held on:

**Tuesday, July 14, 2026 @ 6:30 p.m.**

### Location:

Council Chambers, Melbourne City Hall  
900 E Strawbridge Avenue  
Melbourne, Florida 32901

For the following property in the City of Melbourne, Florida and/or for the named Respondent(s) / Parties accountable:

|                                                |                                    |
|------------------------------------------------|------------------------------------|
| <b>Owner(s) / Respondent(s):</b>               | TEELE, JAMES P; TEELE, SHEILA M    |
| <b>TX. Acct. #:</b>                            | 2701694                            |
| <b>Site Address:</b>                           | 2442 EMPIRE AVE MELBOURNE FL 32934 |
| <b>Parcel ID:</b><br>(Tw-Rg.-Sec- Sub- Blk-Lt) | 27-36-12-27-1-9                    |

**Public Information:** <https://energovweb.mlbfl.org/EnerGovProd/SelfService#/search?m=5&ps=10&pn=1&em=true>

Form Date: 04/04/2024



**CE Complaint:**

Complaint Address:

**CE#2023-01122**

2442 Empire Ave., Melbourne, FL 32934

This Notice is being provided to the property owner(s), alleged violator(s), other responsible parties and / or their representative(s) at their known mailing addresses and the legally identified mailing address as identified by the Brevard County Property Appraiser's Office pursuant to Section 162.12, Florida Statutes.

Please contact this office **at (321) 608-7905** for further assistance.

Sincerely,  
**CITY OF MELBOURNE**

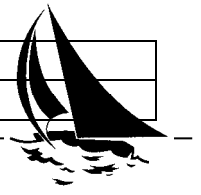
*Mark Herold*

---

Mark Herold, Code Enforcement Officer  
321-608-7946  
Mark.Herold@mlbfl.org  
MTH

This Notice is also being provided to:

|                                 |                                       |
|---------------------------------|---------------------------------------|
| <b>Code Enforcement Case #:</b> | <b>CE#2023-01122</b>                  |
| Address (or Parcel ID):         | 2442 Empire Ave., Melbourne, FL 32934 |



### **CE Case Timeline of Events**

| <b>DATE:</b>             | <b>-</b> | <b>EVENT:</b>                                                                                                                                                                           |
|--------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Compliance Period</b> |          | <b>1 Year, 10 Months. 20 Days</b>                                                                                                                                                       |
| 11/17/23                 | -        | Complaint Received - Junk vehicles / Junk & debris                                                                                                                                      |
| 11/21/23                 | -        | Initial Inspection of front yard. Inoperable vehicles observed                                                                                                                          |
| 11/28/23                 | -        | Inspection from HOA common retention area. Viewed through chain-link fence accumulations of open storage, overgrowth, 5 inoperable vehicles, accessory structure requiring maintenance. |
| <b>12/11/23</b>          | -        | <b>Notice mailed &amp; emailed with 12/21/23 Compliance date.</b> First Contact with property owner.                                                                                    |
| 01/02/24                 | -        | Inspection reveals continued excessive debris & inoperable vehicles                                                                                                                     |
| 02/21/24                 | -        | Hearing notice mailed for 05/01/24                                                                                                                                                      |
| 04/23/24                 | -        | Inspection reveals continued excessive debris & inoperable vehicles                                                                                                                     |
| <b>05/01/24</b>          | -        | <b>Hearing Postponed</b>                                                                                                                                                                |
| 06/13/24                 | -        | Hearing notice mailed for 07/31/24                                                                                                                                                      |
| <b>07/31/24</b>          | -        | <b>Code Board Findings Comply by 09/03/24</b>                                                                                                                                           |
| 09/04/24                 | -        | Inspection reveals additional progress.                                                                                                                                                 |
| <b>09/04/24</b>          | -        | <b>1<sup>st</sup> No Code Board quorum / Case moved to 10/23/24 Hearing</b>                                                                                                             |
| 09/05/24                 | -        | Carport permit issued                                                                                                                                                                   |
| 10/23/24                 | -        | Inspection reveals continued excessive debris & inoperable vehicles                                                                                                                     |
| <b>10/23/24</b>          | -        | <b>1<sup>st</sup> Code Board Extension of Compliance to 12/4/24.</b>                                                                                                                    |
| <b>12/04/24</b>          | -        | <b>2<sup>nd</sup> No Code Board quorum / Case moved to 01/22/25 Hearing</b>                                                                                                             |
| 01/22/25                 | -        | Inspection reveals continued excessive debris & inoperable vehicle                                                                                                                      |
| <b>01/22/25</b>          | -        | <b>3<sup>rd</sup> No Code Board quorum / Case moved to 03/05/25 Hearing</b>                                                                                                             |
| 03/05/25                 | -        | Inspection reveals continued excessive debris & inoperable vehicle                                                                                                                      |
| <b>03/05/25</b>          | -        | <b>2<sup>nd</sup> Code Board Extension of Compliance to 07/08/25.</b>                                                                                                                   |
| 07/09/25                 | -        | Inspection reveals continued excessive debris.                                                                                                                                          |
| <b>07/09/25</b>          | -        | <b>Code Board Orders \$25 a day fine to start with lien filed</b>                                                                                                                       |
| <b>08/27/25</b>          | -        | <b>1<sup>st</sup> Code Board Stay of fine \$1,250 until 11/12/25. Inspection reveals progress.</b>                                                                                      |
| <b>10/07/25</b>          | -        | <b>Violations Corrected.</b>                                                                                                                                                            |
| <b>11/24/25</b>          | -        | <b>Case Announced as Complied with fine of \$1,250.</b>                                                                                                                                 |
| 03/11/26                 | -        | Rescission application received                                                                                                                                                         |
| 04/06/26                 | -        | Hearing letter for rescission mailed for 06/03/26 Hearing.                                                                                                                              |
| <b>06/03/26</b>          | -        | <b>Rescission Hearing / Code Board Rescission Recommendation Deny</b>                                                                                                                   |
|                          |          |                                                                                                                                                                                         |

Staff Report  
Code Enforcement Rescission / Reduction Request



|                                 |                                       |
|---------------------------------|---------------------------------------|
| <b>Code Enforcement Case #:</b> | <b>CE#2023-01122</b>                  |
| Address (or parcel ID):         | 2442 Empire Ave., Melbourne, FL 32934 |

**Background/Consideration:**

On 11/17/2023, a complaint was received concerning a residentially zoned (R1AA) property with excessive open storage in the backyard area along with several inoperable vehicles. Initial observations were taken from the front yard area and then from the Homeowners Association's (HOA) retention area located to the rear of the subject property. Through the rear yard chain-link fence, initial inspections revealed various items including, but not limited to, equipment from the property owner's "Icehouse" business (Mimsco Ice Company), tires, appliances, fencing, piping, metal, rusted inoperable bicycles, two utility trailers and a boat with accumulations of miscellaneous items of debris. Additionally, observed were five vehicles dispersed in the front and backyard areas with parts falling from them, debris surrounding them and on their windshields.

The owner was fixedly resistant to code enforcement's investigation and action, objecting that the complaint came via the City's Building Section as they were reviewing a fence permit application and that the backyard could not be observed from the front of the property. The City explained that anyone can make a complaint and that the code enforcement officer's observations were made from a permissible and legal vantage point with a direct view of the backyard. The property owner also attempted to justify that the storage of commercial equipment and materials related to his "Icehouse" business were permissible under State of Florida law for homebased businesses. The City also rebutted this belief, explaining that the homebased business must meet certain City regulatory development improvements that cannot take away from the area's residential intent.

Despite the July 2024 Code Board's findings, seven (7) Board delays and extensions; progress towards compliance was unhurried and did not become significant until a year later when fines were ordered in July 2025. Progress then became more significant and at the very next Hearing in August 2025, the Board ordered a "Stay" of fine (\$1,250). The property was then found to comply, 50 days later, in October 2025.

In summary, this complaint was open for a total of 690 days (*appr. 1 yr., 10 mths., 20 days*), received an incurred fine for 50 days (*1.5 months*), totaling \$1,250 dollars.

[Cited Respondent(s): James & Sheila Teele; Current Owner(s): James & Sheila Teele; Applicant(s): James Teele; Address: 2442 Empire Ave.].

**Respondent's Application Summarized:**

It is the applicant's burden to provide evidence, documentation, statements or support that meets Council criteria for rescission. The applicant's statement for rescission was limited and did not include statements supporting a recommendation based on City Council criteria for rescission recommendations.

"Violations were in my backyard and not seen from the roadway. I purchased property in the County (Brevard) and moved all my operations there."

Application is attached for review.

Staff Report  
Code Enforcement Rescission / Reduction Request



|                                 |                                       |
|---------------------------------|---------------------------------------|
| <b>Code Enforcement Case #:</b> | <b>CE#2023-01122</b>                  |
| Address (or parcel ID):         | 2442 Empire Ave., Melbourne, FL 32934 |

**City Council Criteria:**

**A]** The city's recommendations for rescission are pursuant to city council Resolution No. 1858; which provides the criteria for reducing the amount of any fine that has been reduced to a lien.

**B]** It is the applicant's burden to provide and demonstrate, to the city, the reasoning for a rescission pursuant to Council resolution; by means of establishing one or more of the following justifications:

- (1) Is the applicant's request based on facts that the public would be at direct risk if the fine is not reduced, or the public would have a direct benefit if the fine were reduced?
- (2) Were the applicant's actions toward compliance reasonable and timely?
- (3) Is the applicant's request based on an exceptional, non-economic, unnecessary hardship?
- (4) Did the applicant provide any other realistic good cause to reduce the fine, for Code Board consideration?

**C]** If the applicant provides an applicable justification for rescission, the city's recommendation generally does not go below city cost (\$1600.00). This is the minimum amount the city has incurred for enforcement of a typical case and is judicious for marginal recovery.

---

**City Considerations:**

**Pursuant to Council resolution, did the applicant provide the minimum criteria Justifying a recommendation for rescission?**

- (1) Did the applicant provide documentation of public benefit or interest?
  - a. The applicant has not provided information regarding public benefit or interest.
- (2) Were the applicant's actions towards compliance reasonable and timely?
  - a. The property owner struggled with accountability, insisting the complainants should not have been able to submit a complaint and that the backyard was not visible from the front yard.
  - b. The property owner further delayed compliance by attempting to rely on a misrepresentation of the State's allowance for certain homebased businesses.
  - c. Genuine more advanced steps toward compliance did not begin until after fines were ordered by the Code Board.
  - d. The period for compliance was not reasonable, taking almost two years.
- (3) Did the applicant provide documentation of an exceptional hardship of a non-economic nature?
  - a. During testimony the applicant stated that certain family medical events prevented timely compliance.
- (4) Did the applicant provide documentation of any other realistic good cause to justify a reduction?
  - a. The applicant has not provided documentation of any other realistic good cause justification for reduction.
- (5) The total fine amount (\$1,250) is already below the recommended minimum reduction amount for judicious recovery of City cost (\$1,600).



|                                 |                                       |
|---------------------------------|---------------------------------------|
| <b>Code Enforcement Case #:</b> | <b>CE#2023-01122</b>                  |
| Address (or parcel ID):         | 2442 Empire Ave., Melbourne, FL 32934 |

**City Recommendation for Code Board:**

After reviewing the applicant's documentation, the case facts and other case information, the city concludes; there was no documentation or substantial information offered that met City Council criteria and justifying a recommendation from the City to reduce the fine.

The City recommended denying the applicants' request to reduce the total fine amount of \$1,250.

**Code Board Recommendation for City Council:**

After consideration of the applicant's and City staff's testimony, review of the documentation and the staff report, the Code Enforcement Board recommends the City Council deny the applicants request for rescission and the lien remain at the current balance of **\$1,250** until paid.

**Available City Council Motions**

**1. City Council Motion / Denial of Rescission Request:**

**UPON CONSIDERATION** of the Code Enforcement Board's recommendation; I motion City Council deny a reduction of Lien No. **CE#2023-01122** and the fine remain at the current balance amount of **\$1,250** against the subject property and cited respondent(s), until paid.

**2. City Council Motion / Reduction to Other Lien Amount (Fine **TBD**):**

**UPON CONSIDERATION** of the Code Enforcement Board's recommendation; I motion City Council reduce lien No. **CE#2023-01122** from the fine balance of **\$1,250** to **\$TBD**. The reduced amount to be paid within **60 days** of City Council approval. Once paid, the City Manager is authorized to satisfy Lien No. **CE#2023-01122** against the subject property and the cited respondent(s).

In the event the reduced amount of **\$TBD** is not paid in full within **60 days**, the code enforcement fine balance amount would revert to the full fine balance amount of **\$1,250**.

**3. City Council Motion / Reduction of Lien to \$0.00:**

**UPON CONSIDERATION** of the Code Enforcement Board's recommendation; I motion City Council reduce lien No. **CE#2023-01122**, from the fine balance of **\$1,250** to **\$0.00** and authorizing the City Manager to satisfy lien No. **CE#2023-01122** against the subject property and the cited respondent(s).

# City of Melbourne

## Code Enforcement



### ASSIGNED INSPECTOR'S CASE SUMMARY AFFIDAVIT

Reference Code Enforcement Case #: CE#2023-01122

**The Undersigned Code Enforcement Officer,  
Declares Under Penalty of Perjury, that the Following Is True and Correct.**

- ☒ 1. I personally was the assigned investigating officer for the above code enforcement case.
- ☒ 2. The attached foregoing staff report and associated documentation for the above City lien and rescission request, have been personally reviewed by me.
- ☒ 3. The same attached foregoing case history, report and associated documentation for the above City lien, is a truthful rendition of the case record as personally reported on and documented by me.

**By authorizing my automated signature below, I declare under penalty of perjury, that the foregoing is true and correct.**

***Ralph Keller***  *Digitally signed by Ralph Keller  
Date: 2026.04.07 08:13:46 -04'00'*

Ralph Keller, Code Enforcement Officer

|                                 |                                       |
|---------------------------------|---------------------------------------|
| <b>Code Enforcement Case #:</b> | <b>CE#2023-01122</b>                  |
| Address (or Parcel ID):         | 2442 Empire Ave., Melbourne, FL 32934 |



### Case Fine & Administrative Cost Summary

| 1. Fine Summary:                                                                                   |            |                 |            |                 |    |     |      |     |                   |
|----------------------------------------------------------------------------------------------------|------------|-----------------|------------|-----------------|----|-----|------|-----|-------------------|
| Fine Start Date:                                                                                   | 07/09/2025 | Fine Stop Date: | 08/27/2025 | Total Fine Days | 50 | (x) | \$25 | (=) | \$1,250           |
|                                                                                                    |            |                 |            |                 |    |     |      |     |                   |
|                                                                                                    |            |                 |            |                 |    |     |      |     |                   |
| Total Fine Amount<br>(See Billing Request Below):                                                  |            |                 |            |                 |    |     |      | (=) | \$1,250           |
| Payment(s)                                                                                         |            |                 |            |                 |    |     |      | (-) | \$0               |
| <b>Balance</b>                                                                                     |            |                 |            |                 |    |     |      | (=) | <b>\$1,250</b>    |
| <b>Recommended Minimum Fine Amount</b><br>(See Admin. Cost Summary Below - 10/16/2023 – 9/30/2024) |            |                 |            |                 |    |     |      | (=) | <b>\$1,600.00</b> |

CE#2023-01122 Billing Request Copy

| Code Enforcement Section Memorandum                                                                                                                                          |                                                                                                         |                 |          |                         |    |     |      |     |                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-----------------|----------|-------------------------|----|-----|------|-----|----------------|
| TO:                                                                                                                                                                          | Revenue Division                                                                                        |                 |          |                         |    |     |      |     |                |
| THRU:                                                                                                                                                                        | Steve Innes, Code Compliance Division Building Official                                                 |                 |          |                         |    |     |      |     |                |
| FROM:                                                                                                                                                                        | Mark Herold, Code Enforcement Official                                                                  |                 |          |                         |    |     |      |     |                |
| SUBJECT:                                                                                                                                                                     | Billing Request (Code Enforcement Board Fine)<br>Code Enforcement Case: CE#2023-01122 (2442 Empire Ave) |                 |          |                         |    |     |      |     |                |
| DATE:                                                                                                                                                                        | 011/13/2025                                                                                             |                 |          |                         |    |     |      |     |                |
| For Cited Subject Property Described as:                                                                                                                                     |                                                                                                         |                 |          |                         |    |     |      |     |                |
| Cited Respondent(s), Owner(s) / Estate of, All Other Parties and Heirs of Interest:                                                                                          | James P. Teele & Sheila M. Teele                                                                        |                 |          |                         |    |     |      |     |                |
| TX. Acct. #:                                                                                                                                                                 | 2701694                                                                                                 |                 |          |                         |    |     |      |     |                |
| Site Address:                                                                                                                                                                | 2442 Empire Ave., Melbourne, FL 32934                                                                   |                 |          |                         |    |     |      |     |                |
| Parcel ID:                                                                                                                                                                   | 27-36-12-27-1-9                                                                                         |                 |          |                         |    |     |      |     |                |
| (Tw-Rd-Sec-Sub-Blk-Lot)                                                                                                                                                      |                                                                                                         |                 |          |                         |    |     |      |     |                |
| Fine Amount Charged To:                                                                                                                                                      |                                                                                                         |                 |          |                         |    |     |      |     |                |
| Names(s):                                                                                                                                                                    | James P. Teele & Sheila M. Teele                                                                        |                 |          |                         |    |     |      |     |                |
| Mailing Address:                                                                                                                                                             | 2442 Empire Ave.                                                                                        |                 |          |                         |    |     |      |     |                |
| City, ST. Zip:                                                                                                                                                               | Melbourne, FL 32934                                                                                     |                 |          |                         |    |     |      |     |                |
| Code Enforcement Board Fine Summary:                                                                                                                                         |                                                                                                         |                 |          |                         |    |     |      |     |                |
| 1. Fine Summary:                                                                                                                                                             |                                                                                                         |                 |          |                         |    |     |      |     |                |
| Fine Start Date:                                                                                                                                                             | 07/09/2025                                                                                              | Fine Stop Date: | 08/27/25 | Total Current Fine Days | 50 | (x) | \$25 | (=) | \$1,250        |
| Total Current Fine Amount<br>(See Billing Request Below):                                                                                                                    |                                                                                                         |                 |          |                         |    |     |      | (=) | \$1,250        |
| Rescission / Reduction Amount                                                                                                                                                |                                                                                                         |                 |          |                         |    |     |      | (-) | N/A            |
| Payment(s)                                                                                                                                                                   |                                                                                                         |                 |          |                         |    |     |      | (-) | N/A            |
| <b>Current Balance</b>                                                                                                                                                       |                                                                                                         |                 |          |                         |    |     |      | (=) | <b>\$1,250</b> |
| <input checked="" type="checkbox"/> Complied w/ Fine <input type="checkbox"/> Paused Fine / Compliance Pending<br>Note: Total CE Fine Must Be Paid Prior to Release of Lien. |                                                                                                         |                 |          |                         |    |     |      |     |                |
| Attached: Code Enforcement Lien                                                                                                                                              |                                                                                                         |                 |          |                         |    |     |      |     |                |

|                                 |                                       |
|---------------------------------|---------------------------------------|
| <b>Code Enforcement Case #:</b> | <b>CE#2023-01122</b>                  |
| Address (or Parcel ID):         | 2442 Empire Ave., Melbourne, FL 32934 |



### Case Fine & Administrative Cost Summary

| <b>Code Officer Initial Investigation Cost:</b>             |         |   |   |                 |
|-------------------------------------------------------------|---------|---|---|-----------------|
| Initial Inspection / Case Activity                          | \$37.00 | x | 1 | = \$37.00       |
| Additional Inspection(s) / Case Activity (Prior to Hearing) | \$37.00 | x | 6 | = \$222.00      |
| <b>Code Officer Hearing Cost:</b>                           |         |   |   |                 |
| Initial Hearing Prep.                                       | \$37.00 | x | 2 | = \$74.00       |
| Initial Hearing Attendance (30 min. Presentation)           | \$28.00 | x | 1 | = \$28.00       |
| Additional Hearing Prep                                     | \$37.00 | x | 3 | = \$111.00      |
| Additional Hearing Attendance (30 min. Presentations)       | \$28.00 | x | 3 | = \$84.00       |
| <b>TOTAL CODE OFFICER COST \$</b>                           |         |   |   | <b>\$556.00</b> |

| <b>Clerical &amp; Code Official Initial Support Cost:</b>     |         |   |   |                 |
|---------------------------------------------------------------|---------|---|---|-----------------|
| Initial Support                                               | \$37.00 | x | 1 | = \$37.00       |
| Additional Support (Prior to Hearing)                         | \$37.00 | x | 3 | = \$111.00      |
| <b>Clerical &amp; Code Official Hearing Support Cost:</b>     |         |   |   |                 |
| Initial Support Hearing Prep.                                 | \$37.00 | x | 2 | = \$74.00       |
| Initial Support Hearing Attendance (30 min. Presentation)     | \$28.00 | x | 1 | = \$28.00       |
| Additional Support Hearing Prep                               | \$37.00 | x | 3 | = \$111.00      |
| Additional Support Hearing Attendance (30 min. Presentations) | \$28.00 | x | 3 | = \$84.00       |
| <b>TOTAL CODE OFFICER COST \$</b>                             |         |   |   | <b>\$445.00</b> |

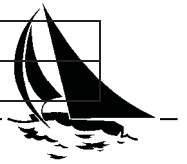
| <b>Other City Cost:</b>                                                                                                                                   |           |   |     |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---|-----|-----------------|
| <b>Operating Expenses:</b>                                                                                                                                |           |   |     |                 |
| Rescission Application                                                                                                                                    |           |   |     | = \$82.00       |
| File Printing, Maintenance and Storage                                                                                                                    |           |   |     | = \$53.00       |
| Photographic printing.                                                                                                                                    |           |   |     | = \$13.00       |
| 1 <sup>st</sup> Class Mailings                                                                                                                            | \$0.68    | x | 10  | = \$6.80        |
| Certified Mail Mailings                                                                                                                                   | \$8.69    | x | 6   | = \$52.14       |
| Postings                                                                                                                                                  |           |   |     | = \$28.00       |
| Vehicle Use & Maintenance Cost<br>(Median 3 miles per Inspection)                                                                                         | \$00.720  | x | 21  | = \$15.12       |
| Overhead Cost:                                                                                                                                            |           |   |     |                 |
| Misc. Other City Department Support & Activity<br>(Com. Dev., Eng. Streets, Revenue, etc....).                                                            | \$53.00   |   | 4   | = \$212.00      |
| <b>Overhead &amp; Replacement Cost:</b>                                                                                                                   |           |   |     |                 |
| Overhead for City buildings and Equipment (electrical, water, sewer, vehicle maintenance, tools, equipment, software etc.) 10% of the overall Case costs. | \$1372.60 | x | 10% | = \$136.94      |
| <b>TOTAL Other City COST \$</b>                                                                                                                           |           |   |     | <b>\$599.00</b> |

|                                                 |                      |          |                   |
|-------------------------------------------------|----------------------|----------|-------------------|
| <b>Minimum Recommended Fine Amount TOTAL \$</b> | <b>For Each Case</b> | <b>=</b> | <b>\$1,600.00</b> |
|-------------------------------------------------|----------------------|----------|-------------------|

**Code Enforcement Case #:****CE#2023-01122**

Address (or Parcel ID):

2442 Empire Ave., Melbourne, FL 32935

**Lien Copy**

Lien Recording Date: 09/18/2025

Book / Page: 10434 / 857

CFN 2025187903, OR BK 10434 Page 857, Recorded 09/18/2025 at 12:25 PM Rachel M. Sadoff, Clerk of Courts, Brevard County

OR BK 10434 PG 858

**Code Enforcement Board**

For the City of Melbourne  
900 E. Strawbridge Avenue, Melbourne, FL 32901  
Phone #: (321) 608-7900  
E-Mail: [Code.Compliance@mlbfl.org](mailto:Code.Compliance@mlbfl.org)

Office of City Clerk  
City of Melbourne  
900 E. Strawbridge Avenue  
Melbourne, Florida 32901

**ORDER IMPOSING FINE AND  
AUTHORIZING RECORDING OF LIEN**

Certified Mail #: 9589071052700140849245

**All Parties and Heirs of Interest**Reference: Code Enforcement Case: **CE#2023-01122**

To Whom It May Concern:

THIS CAUSE initially came for public hearing before the City of Melbourne Code Enforcement Board on **July 31, 2024**, after due notice to Respondent(s). The Board heard under oath, received evidence and rendered specific Board Order(s), which was furnished to Respondent(s). Said Order, or subsequent Order(s) required, **Corrective Action By July 8, 2025**. Said Order(s) identified the land for which the violation(s) exists at the following property in the City of Melbourne, Florida and/or for the named Respondent(s) accountable as:

|                                    |                                       |                   |           |
|------------------------------------|---------------------------------------|-------------------|-----------|
| Cited Owner(s) / Respondent(s):    | James P. Teele & Sheila M. Teele      |                   |           |
| TX. Acct. #:                       | 2701694                               |                   |           |
| Site Address:                      | 2442 Empire Ave., Melbourne, FL 32934 |                   |           |
| Parcel ID (Tr-Rg-Sec-Sub-Blk-Lot): | 27-36-12-27-1-9                       |                   |           |
| Land Description:                  | KINGSMILL LOT 9 BLK 1                 |                   |           |
| Property Use:                      | Residential                           | Zoning District:  | R1AA      |
| Plat Book / Page:                  | 0032/0058                             | Deed Book / Page: | 3063/4786 |

After due notice to Respondent(s), a public Hearing was held on **July 9, 2025**. Based on the evidence and testimony presented at the hearing, this Board hereby finds that the Respondent(s) **failed to comply** with previous Order(s) to Comply.

**BASED ON THE FOREGOING, IT IS HEREBY ORDERED:**

1. That, having found that the Respondent(s) did not fully comply with previous Board Order(s) to Comply; Respondent(s) shall pay to the City of Melbourne a fine of **\$25.00** per day beginning **July 9, 2025**.

Form Date 09/20/2024

**Code Enforcement Board's  
Order Imposing Fine and Authorizing Recording of Lien**CE Complaint: **CE#2023-01122**

Complaint Address 2442 Empire Ave., Melbourne, FL 32935

2. Said fine amount shall continue to accrue for each day the violation(s) exists and until full compliance is achieved or until the Code Enforcement Board orders the fine to be increased, stayed or capped at a date certain, as determined by supplemental Board Orders.

3. That a certified copy of this Order is authorized to be recorded in the Official Records of Brevard County, Florida, and Pursuant to §162.09(3), Florida Statutes the recorded copy of this Order shall constitute a lien against the subject property and upon any other real or personal property owned by the Respondent(s).

This Order is final. Pursuant to §162.11, Florida Statutes, Respondent(s) may seek to appeal, this Finding and Order, within thirty (30) days of the rendition date to the Circuit Court in and for Brevard County, Florida.

**No further Board action is required unless** otherwise **requested**. Upon request, the City and/or Respondent(s) may have this case scheduled for additional future Board action by contacting the Code Compliance Division at 321-608-7900.

**DONE AND ORDERED** on **7-10-25** at the City of Melbourne, Brevard County, Florida

**CODE ENFORCEMENT BOARD OF THE  
CITY OF MELBOURNE, FLORIDA**

*Timothy Loomer*  
Timothy Loomer, Code Enforcement Board Chairperson or Authorized Representative

This Fine &amp; Lien Recording Order is also being provided to:

**James P. & Sheila M. Teele**  
2442 Empire Ave.  
Melbourne, FL 32934

2023-01122/RK

**CERTIFIED COPY:** I hereby certify that this document is a true and correct copy of the original lien order as it was approved and entered by the City of Melbourne's Code Enforcement Board.

*Mark Herold*  
Mark Herold, Code Enforcement Official  
Code Enforcement Section

**7/16/2025**  
Date

Page 2 of 2

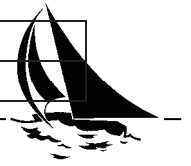
|                                 |                                       |
|---------------------------------|---------------------------------------|
| <b>Code Enforcement Case #:</b> | <b>CE#2023-01122</b>                  |
| <b>Address (or Parcel ID):</b>  | 2442 Empire Ave., Melbourne, FL 32935 |



### Photos



|                                 |                                       |
|---------------------------------|---------------------------------------|
| <b>Code Enforcement Case #:</b> | <b>CE#2023-01122</b>                  |
| <b>Address (or Parcel ID):</b>  | 2442 Empire Ave., Melbourne, FL 32935 |



### Photos



|                                 |                                       |
|---------------------------------|---------------------------------------|
| <b>Code Enforcement Case #:</b> | <b>CE#2023-01122</b>                  |
| <b>Address (or Parcel ID):</b>  | 2442 Empire Ave., Melbourne, FL 32935 |



### Photos





**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |             |
|--------------------------------------------|-------------|
| Department:                                | Engineering |
| Presenter:                                 | James Ennis |
| Council District:                          | 3           |
| Reading Number:                            | 1           |
| Quasi-judicial Item (Disclosure Required): | Yes         |
| Public Hearing:                            | Yes         |
| Item Number:                               | C.17.       |

**Subject:**

An ordinance to abandon and vacate a public alley right-of-way at 1710 Stockton Street.

**Background/Consideration:**

The applicant, Dwight Clark, has requested the vacation of the unimproved 10-foot-wide public alley right-of-way that abuts the west lot line of the applicant's property. The applicant is making this request to increase the size of the applicant's property and to prevent trespassing along the west lot line of the property. There are no known utilities located within the alley right-of-way and staff received no objections to this request.

**Fiscal/Budget Impact:**

N/A

**Requested Action:**

Approval of Ordinance No. 2026-27.

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** Joan Junkala-Brown, Deputy City Manager  
**Thru:** James Ennis, City Engineer  
**From:** Barry Baldwin, Engineering Technician  
**Date:** June 16, 2026  
**Re:** AV2026-0003 – Request to Abandon and Vacate a Public Alley Right of Way (1710 Stockton Street)

---

The applicant, Dwight Clark, has requested the vacation of the unimproved 10-foot-wide public alley right of way that abuts the west lot line of the applicant property. The applicant is making this request to increase size of the applicant property and to prevent trespassing along the west lot line of the property. Staff received no objections to this request.

Staff has reviewed this application according to the review criteria contained in Section 52-99 of the City Code of Melbourne and is recommending the vacation action for approval. Pursuant to Section 52-100(b), it has been determined that the vacation action will not compromise the public health, safety, welfare and aesthetics, and economic order.

Abandon and Vacate the 10.00-foot-wide public alley right of way, as described below:

All of the 10-foot-wide public alley that runs along the east lot line of Lots 1, 2, 3, and 4 to Lot 5; and runs along the west lot line of Lots 17, 16, 15, and 14 to Lot 13, Block 12 of the Resubdivision of Platt's Subdivision, as recorded in Plat Book 2, Page 50, of the Public Records of Brevard County, Florida.

Contains: 1,600 square feet, more or less

### Recommendation

Recommend approval of the Abandonment and Vacation of the above-described public alley right of way.

# AV2026-0003 AERIAL



## **Business Impact Estimate**

**To:** Jenni Lamb, City Manager  
**Thru:** Joan Junkala-Brown, Deputy City Manager  
**Thru:** James W. Ennis, City Engineer  
**From:** Barry Baldwin, Engineering Technician  
**Date:** June 16, 2026  
**Re:** Ordinance No. 2026-27 – [AV2026-0003]

---

### **Summary of the Proposed Ordinance**

This ordinance serves to abandon and vacate a platted public alley right of way. The portion of the public alley is unimproved, has no existing utilities, and is not required for public use.

This 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**

No businesses should incur compliance costs associated with this abandon and vacate ordinance as the alley is abutted only by four residential properties.

The requesting property owner shall gain the benefit of being able to use a portion of the unimproved alley for private use.

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

There are no businesses which should be impacted by the proposed ordinance.

ORDINANCE NO. 2026-27

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE VACATION OF THE UNIMPROVED TEN-FOOT-WIDE PUBLIC ALLEY RIGHT-OF-WAY THAT ABUTS THE WEST LOT LINE OF 1710 STOCKTON STREET; MAKING FINDINGS; PROVIDING THAT THIS ORDINANCE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (AV2026-0003)

WHEREAS, based on the review criteria in Section 52-99, City Code, and upon recommendation of the City Engineer, the City Council finds:

- (1) The right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed, is no longer needed.
- (2) The public health, safety, welfare, aesthetics, and economic order of the community will not be compromised by the vacation, termination, abandonment or permanent closure of the right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed.
- (3) The rights or anticipated and likely future needs of utilities, including, but not limited to, electric, gas, water, wastewater, telephone, and cable television, to use the right-of-way or easement will not be compromised, or acceptable and adequate alternatives have been provided.
- (4) All properties abutting and utilizing the portion of the right-of-way or easement to be vacated, abandoned, terminated, or permanently closed will have adequate alternative right-of-way or easement available to serve said abutting properties.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the vacation of the unimproved ten-foot-wide public alley right-of-way that abuts the west lot line of 1710 Stockton Street, is hereby abandoned and vacated. The property is more particularly described as:

All of the 10-foot-wide public alley that runs along the east lot line of Lots 1, 2, 3, and 4 to Lot 5; and runs along the west lot line of Lots 17, 16, 15, and 14 to Lot 13, Block 12 of the Resubdivision of Platt's Subdivision, as recorded in Plat Book 2, Page 50, of the Public Records of Brevard County, Florida.

Contains: 1,600 square feet, more or less

SECTION 2. No Vacation of Private Rights. That this ordinance does not vacate and is not intended to have any effect on any private property rights that may exist in the above-described property. Only any public rights existing as a result of the plat have been vacated by this ordinance.

SECTION 3. That the City Clerk shall record this ordinance in the Public Records of Brevard County, Florida.

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 the first reading at a regular meeting of the City Council on the                      day of                      , 2026 and adopted on the second and final reading at a regular meeting of the City Council on the    day of                      , 2026.

BY: \_\_\_\_\_  
Paul Alfrey, Mayor

ATTEST: \_\_\_\_\_  
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A

Ordinance No. 2026-27





**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |             |
|--------------------------------------------|-------------|
| Department:                                | Engineering |
| Presenter:                                 | James Ennis |
| Council District:                          | 3           |
| Reading Number:                            | 1           |
| Quasi-judicial Item (Disclosure Required): | Yes         |
| Public Hearing:                            | Yes         |
| Item Number:                               | C.18.       |

**Subject:**

An ordinance to vacate a 12-foot-wide unimproved public alley right-of-way that runs through the applicant's property.

**Background/Consideration:**

The applicant, 30 E New Haven LLC, has requested the vacation of an approximately 121-foot-long portion of the 12-foot-wide unimproved public alley right-of-way that runs through the applicant's property. The applicant is making this request as part of the proposed development of the property. Staff received no objections to this request.

This abandon and vacate is being pursued in order to replace Ordinance 2018–37 that was approved and recorded as part of AV 384. Ordinance 2018-37 contained conditional language requiring the applicant to grant and record a gas line easement within 180 days of recording of the ordinance for a gas line that was within the alley. This condition was not met within the 180 timeframe, rendering Ordinance 2018-37 void.

The Florida City Gas line that was within the alley has since been relocated as part of the development of the property, eliminating the need for the condition. The proposed Ordinance does not contain similar conditional language requiring a gas line utility easement to be recorded prior to the abandon and vacate becoming effective.

**Fiscal/Budget Impact:**

N/A

**Requested Action:**

Approval of Ordinance No. 2026-28.

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** Joan Junkala-Brown, Deputy City Manager  
**Thru:** James Ennis, City Engineer  
**From:** Barry Baldwin, Engineering Technician  
**Date:** June 16, 2026  
**Re:** AV2026-0005 – Request to Abandon and Vacate a Public Alley Right of Way (22 E New Haven Avenue)

---

The applicant, 30 E New Haven LLC, has requested the vacation of an approximately 121-foot-long portion of the 12-foot-wide unimproved public alley right of way that runs through the applicant property. The applicant is making this request as part of proposed development of the property. Staff received no objections to this request.

This abandon and vacate is being pursued in order to replace Ordinance 2018- 37 that was approved and recorded as part of AV 384. Ordinance 2018-37 contained condition language requiring the applicant to grant and record a gas line easement within 180 days of recording of the ordinance for a gas line that was within the alley. That condition was not met within the deadline rendering the ordinance void.

The Florida City Gas line that was within the alley has since been relocated as part of the development of the property eliminating the need for the condition. The proposed replacement ordinance does not contain the previous condition language.

Staff has reviewed this application according to the review criteria contained in Section 52-99 of the City Code of Melbourne and is recommending the vacation action for approval. Pursuant to Section 52-100(b), it has been determined that the vacation action will not compromise the public health, safety, welfare and aesthetics, and economic order.

Abandon and Vacate the 121-foot-long portion of the 10.00-foot-wide public alley right of way, as described below:

Begin at the southwest corner of Lot 6, Block 4, of the Re-Subdivision of Platt's Subdivision of the SW ¼ of the NW ¼ of Section 3, Township 28S, Range 37E, as recorded in the Plat Book 2, Page 50 of the Public Records of Brevard County, Florida; said point being the Point of Beginning; thence run S 89°50'35" E a distance of 121 feet; thence run S 01°38'35" E a distance of 12 feet; thence run N 89°50'35" W a distance of 121 feet; Thence run N 01°38'35" W a distance of 12 feet to the Point of Beginning.

Contains: 0.03 ac., more or less

### Recommendation

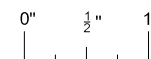
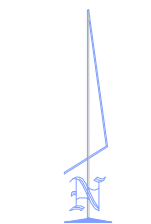
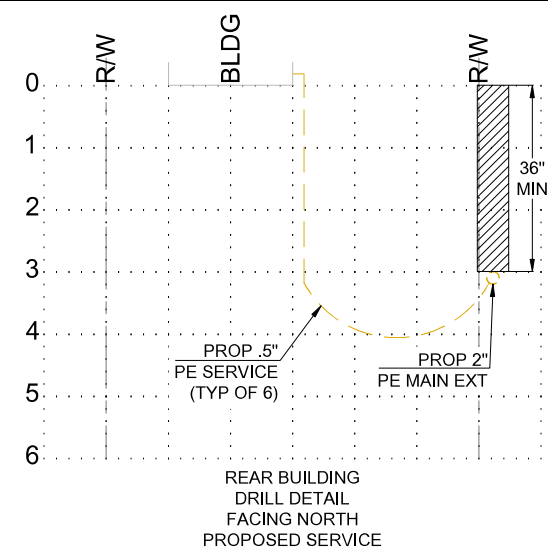
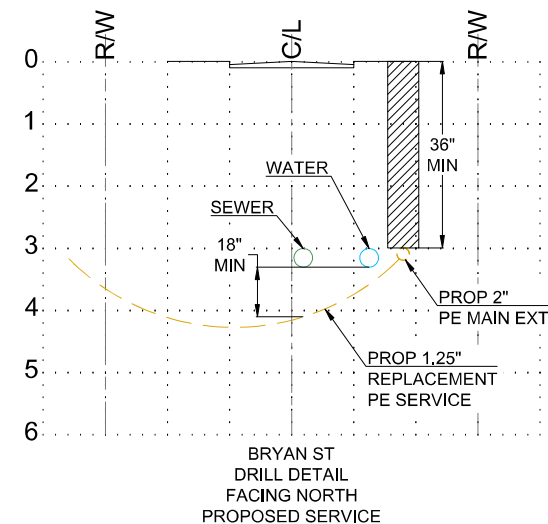
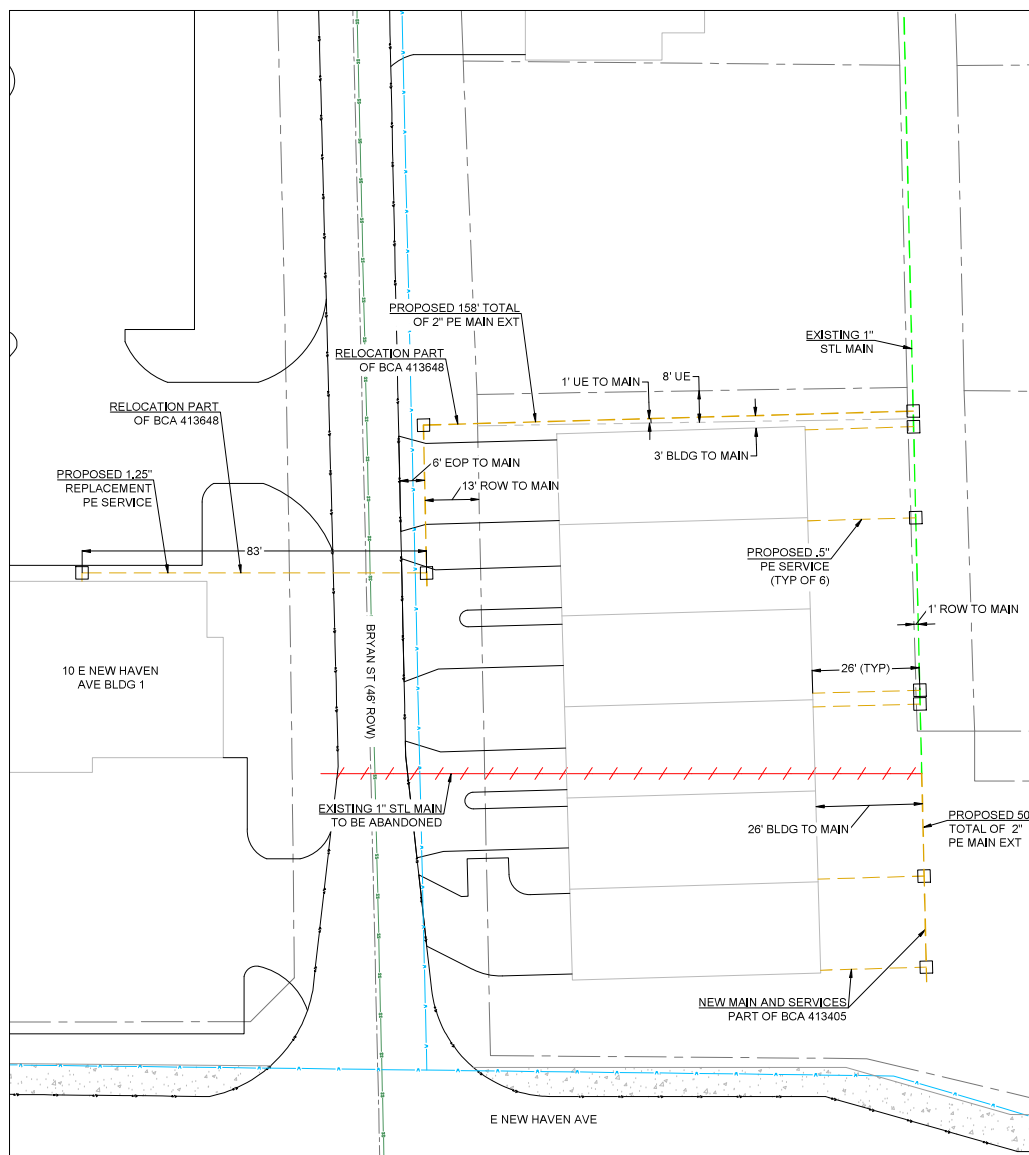
Recommend approval of the Abandonment and Vacation of the above-described public alley right of way.

# AV2026-0005 AERIAL



# AV 384 AERIAL





IF THIS SCALE BAR IS NOT ONE (1) INCH IN LENGTH, THIS DWG IS NOT TO SCALE

## LEGEND

- PROPOSED P.E. GAS MAIN
- EXIST. P.E. GAS MAIN
- ● PROPOSED AND EXISTING VALVE
- EXIST HP GAS TRANSMISSION
- RIGHT OF WAY
- E/P --- EDGE OF PAVEMENT
- EXISTING GAS MAIN TO BE PLACED OUT-OF-SERVICE
- WATER MAIN
- VRCL RECLAIMED WATER MAIN
- SS SEWAGE
- FM FORCE MAIN
- SD STORM DRAIN
- FOC FIBER OPTIC CABLE
- A A SIDEWALK
- BORE PIT
- SPOT PIT

|                                                                                                                                                                                                                     |                     |               |                 |      |       |      |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------|-----------------|------|-------|------|----------|
|                                                                                                                                                                                                                     | COORDINATOR: DEUBLE | SEC:          | TWP:            | RGE: | DATE: | REV: | REVISION |
|                                                                                                                                                                                                                     | DIVISION: BRE       | DGFCR:        | 10 #            |      |       |      |          |
|                                                                                                                                                                                                                     | DESIGNED BY: SM     | MAOP: 60 PSIG | SCALE: 1" = 30' |      |       |      |          |
|                                                                                                                                                                                                                     | CHECKED BY: BT      | DATE: 4/8/24  | BCA#: 413405    |      |       |      |          |
| PROJECT DESCRIPTION: INSTALLING 158' OF 2" PE MAIN AS PART OF BCA 413648 RELOCATION. INSTALLING 50' OF 2" PE MAIN AND 6 RUNS OF 26" OF .5" PE SERVICE VIA HDD AS PART OF BCA 413405. SET RISERS AT 2' FROM CORNERS. |                     |               |                 |      |       |      |          |

PROJECT NAME:  
RNC 23 30 E NEW HAVEN AVE MELBOURNE 32901

SHEET TITLE:  
UTILITY DESIGN

SHEET NUMBER:  
1 OF 3

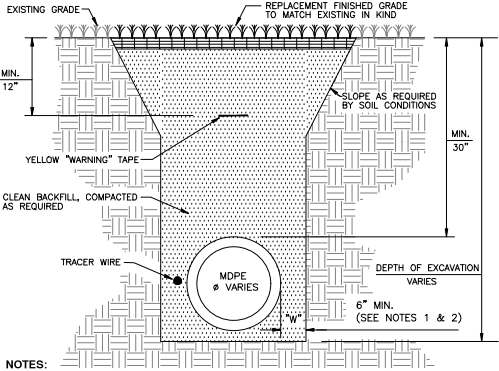
GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION PRACTICES UNDER THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST STANDARDS, CODES AND SPECIFICATIONS OF PART 192 TITLE 49 OF THE CODE OF FEDERAL REGULATIONS (CFR) AND FLORIDA CITY GAS OPERATIONS PROCEDURE MANUAL (OPM).
2. THE CONTRACTOR SHALL COORDINATE PRE-CONSTRUCTION MEETING AND MAKE CONTACT WITH THE APPROPRIATE REGULATORY AGENCY RESPONSIBLE FOR THE CORRESPONDING RIGHTS OF WAY AT LEAST TWO (2) WEEKS PRIOR TO COMMENCEMENT OF WORK.
3. THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA, INC. AT 811, AT LEAST TWO (2) FULL BUSINESS DAYS PRIOR TO PROPOSED START DATE OF CONSTRUCTION.
4. THE LOCATIONS OF EXISTING FACILITIES SHOWN ON PLANS ARE BASED ON A LIMITED INVESTIGATION AND/OR BEST AVAILABLE DATA PROVIDED BY APPROPRIATE UTILITY AGENCY/OWNER THROUGH SUNSHINE STATE ONE CALL OF FLORIDA, INC. DESIGN LOCATES AND SHOULD THEREFORE BE CONSIDERED APPROXIMATIONS. FLORIDA CITY GAS ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN OR FOR ANY FACILITY NOT SHOWN. THE CONTRACTOR SHALL, BY EXPLORATORY EXCAVATION, VERIFY THE EXACT LOCATION, TYPE, ELEVATION AND SIZE OF THE EXISTING FACILITIES PRESENT WITHIN PROPOSED WORK AREAS THAT ARE SHOWN AND NOT SHOWN ON PLANS. THE CONTRACTOR SHALL NOTIFY FLORIDA CITY GAS IMMEDIATELY WHEN CONFLICT BETWEEN PLANS AND ACTUAL CONDITIONS ARE DISCOVERED.
5. WHEN APPLICABLE, EROSION AND SEDIMENTATION CONTROL DEVICES AND BEST MANAGEMENT PRACTICES (BMP) SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE ENVIRONMENTAL PROTECTION AGENCY, THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARDS.
6. ALL TRENCH EXCAVATIONS SHALL BE PERFORMED IN FULL COMPLIANCE WITH THE PROVISIONS OF THE TRENCH SAFETY ACT, AND PER OSHA STANDARDS.
7. RESTORATION OF PAVEMENT FOR TRENCHES AND FITS WITHIN ROADWAY SHALL BE IN ACCORDANCE WITH INDEX 307 OF THE LATEST EDITION OF THE FDOT DESIGN STANDARDS.
8. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO MATCH OR EXCEED EXISTENT CONDITIONS.

9. UNLESS OTHERWISE NOTED OR SHOWN, DEPTH OF COVER FOR PROPOSED GAS MAINS SHALL BE THREE (3) FEET. DEPTH OF COVER SHALL BE MEASURED AS THE SHORTEST DIMENSION FROM THE TOP OF THE PIPE TO THE NORMAL GROUND LEVEL.
10. ALL PROPOSED GAS FACILITIES SHALL BE PRESSURE TESTED, PRIOR TO ACTIVATION, IN ACCORDANCE WITH FLORIDA CITY GAS OPM AND PART 192 TITLE 49 OF THE CFR.
11. ALL PROPOSED POLYETHYLENE GAS FACILITIES SHALL HAVE TRACER WIRE INSTALLED ALONG THE PIPELINE IN ACCORDANCE WITH FLORIDA CITY GAS OPM AND PART 192 TITLE 49 OF THE CFR, UNLESS OTHERWISE NOTED. TRACER WIRE SHALL BE #10 AMERICAN WIRE GAUGE (AWG) COATED COPPER WIRE.
12. WHEN APPLICABLE, THE CONTRACTOR SHALL SUBMIT FLOW INTERRUPTION PLAN AND PROCEDURE TO FLORIDA CITY GAS AT LEAST ONE (1) WEEK PRIOR TO PROPOSED START DATE OF CONSTRUCTION.
13. WHEN APPLICABLE, PRESSURE MONITORING GAUGES SHALL BE INSTALLED AND CONTINUOUSLY MONITORED BOTH UPSTREAM AND DOWNSTREAM OF EVERY PROPOSED STOPPER. IN ACCORDANCE WITH FLORIDA CITY GAS OPM AND PART 192 TITLE 49 OF THE CFR.
14. THE CONTRACTOR SHALL MAINTAIN HORIZONTAL AND VERTICAL CLEARANCES BETWEEN ALL PROPOSED FACILITIES AND EXISTING FACILITIES IN ACCORDANCE WITH FLORIDA CITY GAS OPM AND PART 192 TITLE 49 OF THE CFR.

ABBREVIATIONS

|        |                                       |
|--------|---------------------------------------|
| AG     | ASBESTOS CEMENT / ALTERNATING CURRENT |
| ADCL   | ADDITIONAL                            |
| ADJ    | ADJUSTABLE                            |
| ALLOW  | ALLOWABLE                             |
| APPROX | APPROXIMATE                           |
| ASPH   | ASPHALT                               |
| AVE    | AVENUE                                |
| AWG    | AMERICAN WIRE GAUGE                   |
| B      | BASELINE                              |
| BLK    | BLOCK                                 |
| BM     | BENCHMARK                             |
| BCC    | BACK OF CURB                          |
| CB     | CATCH BASIN                           |
| C/C    | CENTER TO CENTER                      |
| C & G  | CURB AND GUTTER                       |
| CF     | CUBIC FOOT                            |
| CFH    | CUBIC FOOT PER HOUR                   |
| CI     | CAST IRON                             |
| CL     | CENTERLINE                            |
| CONC   | CONCRETE                              |
| CONST  | CONSTRUCTION                          |
| CU     | COPPER                                |
| CY     | CUBIC YARD                            |
| DC     | DIRECT CURRENT                        |
| DEG    | DEGREE                                |
| DIP    | DUCTILE IRON PIPE                     |
| EA     | EACH                                  |
| ELEV   | ELEVATION                             |
| ELEC   | ELECTRIC                              |
| ELL    | ELBOW                                 |
| EOP    | EDGE OF PAVEMENT                      |
| EW     | EACH WAY                              |
| EXC    | EXCAVATION                            |
| EXST   | EXISTING                              |
| FCG    | FLORIDA CITY GAS                      |
| FD     | FRENCH DRAIN                          |
| FI     | FIRE HYDRANT                          |
| FW     | FORCE MAIN                            |
| FT     | FEET                                  |
| FOC    | FIBER OPTIC CABLE                     |
| GALV   | GALVANIZED                            |
| GS     | GAS MAIN                              |
| GV     | GAS VALVE                             |
| HDD    | HORIZONTAL DIRECTIONAL DRILL          |
| HDD    | HIGH DENSITY POLYETHYLENE             |
| HH     | HANDHOLE                              |
| Hwy    | HIGHWAY                               |
| ID     | INSIDE DIAMETER                       |
| IN     | INCH                                  |
| KV     | KILOVOLTS                             |
| LAT    | LATERAL                               |
| LAT    | LEFT                                  |
| LF     | LINEAL FEET                           |
| MAINT  | MAINTENANCE                           |
| MATL   | MATERIAL                              |
| MAOP   | MAXIMUM ALLOWABLE OPERATING PRESSURE  |
| MAX    | MAXIMUM                               |
| MH     | MANHOLE                               |
| N      | NATURAL                               |
| MIN    | MINIMUM                               |
| NAT    | NATURAL                               |
| NAVD   | NORTH AMERICAN VERTICAL DATUM         |
| NOVD   | NATIONAL GEODETIC VERTICAL DATUM      |
| NO     | NUMBER                                |
| NOM    | NOMINAL                               |
| NOP    | NORMAL OPERATING PRESSURE             |
| NTS    | NOT TO SCALE                          |
| OC     | ON CENTER                             |
| OD     | OUTSIDE DIAMETER                      |
| PCF    | POUNDS PER CUBIC FOOT                 |
| PE     | POLYETHYLENE                          |
| PL     | PROPERTY LINE                         |
| PRKG   | PARKING                               |
| PROP   | PROPOSED                              |
| PRV    | PRESSURE RELIEF VALVE                 |
| PSIG   | POUNDS PER SQUARE INCH GAUGE          |
| PVMT   | PAVEMENT                              |
| QTY    | QUANTITY                              |
| RCF    | REINFORCED CONCRETE PIPE              |
| RED    | REDUCER                               |
| REINF  | REINFORCING                           |
| REM    | REMOVE                                |
| ROW    | RIGHTS OF WAY                         |
| RT     | RIGHT                                 |
| SL     | SERVICE LINE                          |
| S      | SECTION LINE                          |
| SD     | SLAB COVERED TRENCH                   |
| SD     | STORM DRAIN                           |
| SEW    | SEWER                                 |
| SF     | SQUARE FEET                           |
| SS     | SANITARY SINKER                       |
| SST    | STAINLESS STEEL                       |
| ST     | STREET                                |
| STA    | STATION                               |
| STL    | STEEL                                 |
| SWK    | SIDEWALK                              |
| TEL    | TELEPHONE                             |
| TRANS  | TRANSITION                            |
| TYP    | TYPICAL                               |
| UG     | UNDERGROUND                           |
| UNK    | UNKNOWN                               |
| UTIL   | UTILITY                               |
| VCP    | VITRIFIED CLAY PIPE                   |
| WM     | WATER MAIN                            |
| WT     | WALL THICKNESS OR WEIGHT              |

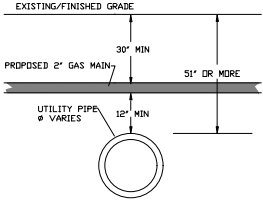


- NOTES:
1. THE TRENCH SHALL BE FREE OF ROCKS AND OTHER OBJECTS WHICH WOULD DAMAGE THE PLASTIC PIPE. WHERE THE TRENCH BOTTOM IS ROCKY, THE TRENCH SHALL BE UNDERCUT 6" AND THE BOTTOM 6" FILLED WITH CLEAN, COMPACTED MATERIAL. FURTHER, THE TRENCH SHALL BE GRADED TO PROVIDE A FIRM, CONTINUOUS BEARING SURFACE FOR THE PIPE. PLASTIC PIPE SHALL BE INSPECTED FOR DAMAGE BEFORE BACKFILLING AND ANY PIPE SECTIONS CONTAINING CUTS OR GOUGES MUST BE CUT OUT. THE FIRST 6" OF BACKFILL MATERIAL SHALL BE FREE OF ROCK AND OTHER MATERIAL THAT WOULD DAMAGE THE PIPE.
2. "W" SHALL BE A MINIMUM OF 6" WIDE AND OF SUFFICIENT WIDTH TO ACCOMMODATE NECESSARY COMPACTION EFFORTS. IN THE EVENT THE REQUIRED MINIMUM DENSITY IS NOT ACHIEVED, LOOSE MATERIAL SHALL BE REMOVED, REPLACED AND COMPACTED TO THE REQUIRED DENSITY.

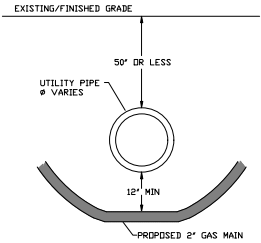
OPEN TRENCH-GAS TIE IN DETAIL

NOTE: CONTRACTOR MUST CONTACT SUNSHINE STATE ONE-CALL (811) PRIOR TO START OF CONSTRUCTION FOR LOCATES

- NOTE:
1. ANY EXCAVATION WITHIN 8' OF THE EOP OR 3' FROM THE EDGE OF SIDEWALK WILL REQUIRE SHORING TO PREVENT UNDERMINING.
2. BORE TO EXTEND A MINIMUM OF 3' PAST SIDEWALKS OR DRIVEWAYS AND 8' PAST THE EOP OR EDGE OF COMMERCIAL DRIVEWAYS.
3. ALL UTILITY CROSSINGS TO BE EXPOSED PRIOR TO AND DURING HORIZONTAL DIRECTIONAL DRILL OPERATIONS TO ENSURE 18" MINIMUM CLEARANCES ARE MAINTAINED, DISTANCE FROM REUSE WATER MAIN TO MAINTAIN A MINIMUM DISTANCE OF 36" WHERE PRACTICAL.
4. ANY EXCAVATION NEEDED WITHIN THE SIDEWALK OR PAVEMENT REQUIRE PRE-APPROVAL FROM CITY OF MELBOURNE WORKS ENGINEERING. PLEASE CONTACT THE CITY OF MELBOURNE.
5. SERVICE LATERALS PRESENT BETWEEN RESIDENTS AND SANITARY MAIN THAT ARE NOT SHOWN ON PLANS, EXTRA CAUTION NEEDS TO BE USED TO ENSURE THEY ARE NOT DAMAGED.
6. ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION SHALL BE REPAIRED TO EXISTING CONDITIONS. THIS SHALL INCLUDE SAW CUTTING AND REPLACING OF CONCRETE BLOCKS AS REQUIRED AND TO INVOLVE FULL-PANEL SIDEWALK REPLACEMENT.
7. MAINLINES TO BE INSTALLED AT A DEPTH OF 36" OF COVER FROM THE TOP OF PIPE UNLESS REQUIRED TO INCREASE DEPTH DUE TO MAINTAINING NECESSARY SEPARATION FROM FOREIGN UTILITIES.



ABOVE DIRECTIONAL DRILL INSTALLATION



BELOW DIRECTIONAL DRILL INSTALLATION



|                                                                                                                                                                                                                     |               |              |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------|------|
| COORDINATOR: DEABLE                                                                                                                                                                                                 | SEC:          | TWP:         | RSE: |
| DIVISION: BRE                                                                                                                                                                                                       | DGFCR:        | 10 #:        |      |
| DESIGNED BY: SM                                                                                                                                                                                                     | MAOP: 60 PSIG | SCALE: N/A   |      |
| CHECKED BY: BT                                                                                                                                                                                                      | DATE: 4/8/24  | BCAR: 413405 |      |
| PROJECT DESCRIPTION: INSTALLING 158' OF 2" PE MAIN AS PART OF BCA 413648 RELOCATION. INSTALLING 50' OF 2" PE MAIN AND 6 RUNS OF 24" OF .5" PE SERVICE VIA HDD AS PART OF BCA 413405. SET RISERS AT 2' FROM CORNERS. |               |              |      |

| DATE | REV | REVISION |
|------|-----|----------|
|      |     |          |
|      |     |          |
|      |     |          |
|      |     |          |
|      |     |          |
|      |     |          |
|      |     |          |
|      |     |          |
|      |     |          |

|                                           |
|-------------------------------------------|
| PROJECT NAME:                             |
| RNC 23 30 E NEW HAVEN AVE MELBOURNE 32901 |

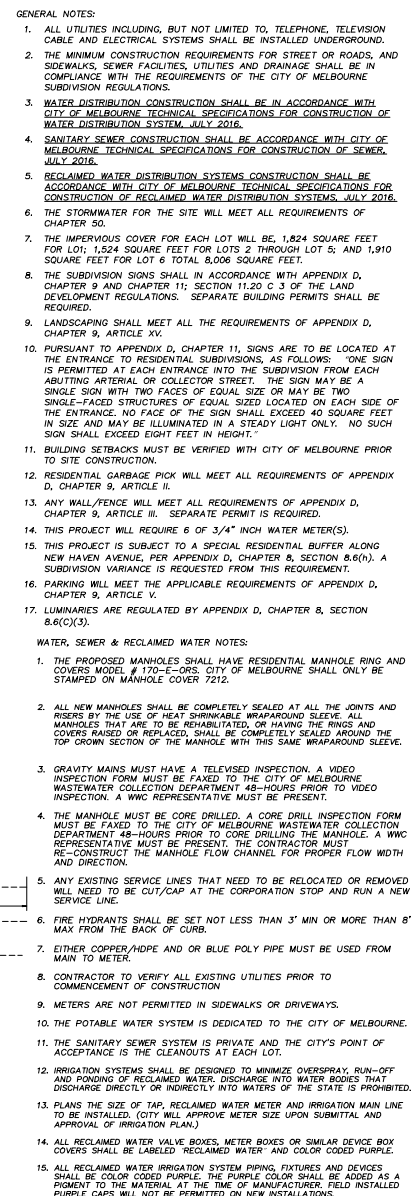
|              |
|--------------|
| SHEET TITLE: |
| NOTES        |

|               |
|---------------|
| SHEET NUMBER: |
| 2 OF 3        |

| HOUSE NUMBER | STREET PREFIX | STREET NAME | STREET TYPE | METER NUMBER | SIZE PROPOSED | MATERIAL PROPOSED | SHORT/LONG SIDE | PREMISE ID |
|--------------|---------------|-------------|-------------|--------------|---------------|-------------------|-----------------|------------|
| 10           | E             | NEW HAVEN   | AVE         | 3420529      | 1-1/4"        | PE                | LONG SIDE       | 90323      |

PART OF RELOCATION BCA 413648  
TIJUANA FLATS CONTACT:  
10 E NEW HAVEN AVE, STE 103  
MELBOURNE, FL 32901  
(321) 373-4022

|                                                                                    |                                                                                                                                                                                                                     |               |              |      |      |     |          |                                                            |                                |                         |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------|------|------|-----|----------|------------------------------------------------------------|--------------------------------|-------------------------|
|  | COORDINATOR: DEUBLE                                                                                                                                                                                                 | SEC:          | TWP:         | RGE: | DATE | REV | REVISION | PROJECT NAME:<br>RNC 23 30 E NEW HAVEN AVE MELBOURNE 32901 | SHEET TITLE:<br>CUSTOMER SHEET | SHEET NUMBER:<br>3 OF 3 |
|                                                                                    | DIVISION: BRE                                                                                                                                                                                                       | DGFCR:        | 10 #         |      |      |     |          |                                                            |                                |                         |
|                                                                                    | DESIGNED BY: SM                                                                                                                                                                                                     | MAOP: 60 PSIG | SCALE: N/A   |      |      |     |          |                                                            |                                |                         |
|                                                                                    | CHECKED BY: BT                                                                                                                                                                                                      | DATE: 4/8/24  | BCA#: 413405 |      |      |     |          |                                                            |                                |                         |
|                                                                                    | PROJECT DESCRIPTION: INSTALLING 158' OF 2" PE MAIN AS PART OF BCA 413648 RELOCATION. INSTALLING 50' OF 2" PE MAIN AND 6 RUNS OF 26" OF .5" PE SERVICE VIA HDD AS PART OF BCA 413405. SET RISERS AT 2' FROM CORNERS. |               |              |      |      |     |          |                                                            |                                |                         |



SCALE: 1"= 20'

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | S89°50'35"E | 12.00  |
| L2         | S01°38'35"E | 12.01  |
| L3         | S89°50'35"E | 53.00  |
| L4         | S01°38'35"E | 72.99  |
| L5         | N89°50'35"W | 21.21  |
| L6         | N76°38'02"W | 63.59  |
| L7         | N45°44'35"W | 0.67   |

**TELMOURI & Associates, Inc.**  
*Consulting Engineers*  
32 East New Haven Avenue  
Melbourne, Florida 32901  
Email: [valued@telmouri.com](mailto:valued@telmouri.com)  
T 321-729-4362 C 321-408-5422  
CERTIFICATE OF AUTHORIZATION # 32263

[illegible]

**MAGNOLIA POINTE TOWNHOME  
SUBDIVISION  
LOT LAYOUT & UTILITIES PLAN**

PREPARED FOR:  
30 E NEW HAVEN LLC  
22 E NEW HAVEN AVENUE, MELBOURNE

|              |            |
|--------------|------------|
| PROJECT NO:  | 2023-125   |
| FILE NO:     | 2023125C1  |
| DESIGNED BY: | VBT        |
| DRAWN BY:    | VBT        |
| CHECKED BY:  |            |
| DATE:        | 12-12-2023 |
| DRAWING NO:  |            |

**C-3**  
SHEET 3 OF 9



## **Business Impact Estimate**

**To:** Jenni Lamb, City Manager  
**Thru:** Joan Junkala-Brown, Deputy City Manager  
**Thru:** James W. Ennis, City Engineer  
**From:** Barry Baldwin, Engineering Technician  
**Date:** June 16, 2026  
**Re:** Ordinance No. 2026-28 – [AV2026-0005]

---

### **Summary of the Proposed Ordinance**

This ordinance serves to abandon and vacate platted public alley right of way. The portion of the public alley is unimproved, has no existing utilities, and is not required for public use.

This 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**

No businesses should incur compliance costs associated with this abandon and vacate ordinance as it only impacts the requesting party (property owner).

The requesting property owner shall gain the benefit of being able to move forward with the proposed development of the property.

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

There are no businesses which should be impacted by the proposed ordinance.

ORDINANCE NO. 2026-28

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE VACATION OF A 121-FOOT-LONG PORTION OF THE 12-FOOT-WIDE UNIMPROVED PUBLIC ALLEY RIGHT-OF-WAY THAT RUNS THROUGH 22 EAST NEW HAVEN AVENUE; MAKING FINDINGS; PROVIDING THAT THIS ORDINANCE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (AV2026-0005)

WHEREAS, on August 28, 2018, Ordinance No. 2018-37 (A&V #384) was approved by the City Council, said ordinance providing for the vacation of the same referenced alleyway; and

WHEREAS, Ordinance No. 2018-37 included a condition of approval that required the conveyance and recordation of an easement to Florida Gas Transmission Company, LLC within 180 days from the date of the adoption of the ordinance; and

WHEREAS, this condition was not met by the applicant and since the adoption of Ordinance No. 2018-37, the gas line that was within the alley has since been relocated as part of the proposed development of the property, eliminating the need for the original condition; and

WHEREAS, based on the review criteria in Section 52-99, City Code, and upon recommendation of the City Engineer, the City Council finds:

- (1) The right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed, is no longer needed.
- (2) The public health, safety, welfare, aesthetics, and economic order of the community will not be compromised by the vacation, termination, abandonment or permanent closure of the right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed.
- (3) The rights or anticipated and likely future needs of utilities, including, but not limited to, electric, gas, water, wastewater, telephone, and cable television, to use the right-of-way or easement will not be compromised, or acceptable and adequate alternatives have been provided.
- (4) All properties abutting and utilizing the portion of the right-of-way or easement to be vacated, abandoned, terminated, or permanently closed will have adequate alternative right-of-way or easement available to serve said abutting properties.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the 121-foot-long portion of the 12-foot-wide unimproved public alley right-of-way that runs through 22 East New Haven Avenue is hereby abandoned and vacated.

The property is more particularly described as:

Begin at the southwest corner of Lot 6, Block 4, of the Re-Subdivision of Platt's Subdivision of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 3, Township 28S, Range 37E, as recorded in the Plat Book 2, Page 50 of the Public Records of Brevard County, Florida; said point being the Point of Beginning; thence run S 89°50'35" E a distance of 121 feet; thence run S 01°38'35" E a distance of 12 feet; thence run N 89°50'35" W a distance of 121 feet; Thence run N 01°38'35" W a distance of 12 feet to the Point of Beginning.

Contains: 0.03 ac., more or less

SECTION 2. No Vacation of Private Rights. That this ordinance does not vacate and is not intended to have any effect on any private property rights that may exist in the above-described property. Only any public rights existing as a result of the plat have been vacated by this ordinance.

SECTION 3. That the City Clerk shall record this ordinance in the Public Records of Brevard County, Florida.

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 the first reading at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 and adopted on the second and final reading at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

BY: \_\_\_\_\_  
Paul Alfrey, Mayor

ATTEST: \_\_\_\_\_  
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A

Ordinance No. 2026-28

### Legend

-  - Road
-  - Parcel
-  - AV2026-0005
-  - Applicant Property



BRYAN ST

FLETCHER ST

22

E NEW HAVEN AV



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |             |
|--------------------------------------------|-------------|
| Department:                                | Engineering |
| Presenter:                                 | James Ennis |
| Council District:                          | 5           |
| Reading Number:                            | 1           |
| Quasi-judicial Item (Disclosure Required): | Yes         |
| Public Hearing:                            | Yes         |
| Item Number:                               | C.19.       |

**Subject:**

An ordinance vacating a portion of a 15-foot-wide public utility easement with conditions.

**Background/Consideration:**

The applicant, Wal-Mart Stores East LP, has requested the vacation of a portion of the 15-foot-wide public utility easement that encompasses the Walmart building on the parcel. The applicant is making this request as part of proposed building renovations. The portion of the easement in question obstructs the renovations.

Staff initially received one objection to this request:

1. The Public Works Water/Sewer Division objected due to the water located within the easement. The line is owned and maintained by the City. The Water/Sewer Division stated the objection would be withdrawn if the new easement was centered over the water line.

The applicant has agreed to redraft the location of the new easement and is prepared to sign and grant the new easement thus resolving the objection.

Due to the need to preserve access to the waterline in the existing easement, the City Attorney's Office recommends that the vacation of the portion of the existing 15 foot wide public utility easement be conditioned upon a new 15 foot wide public utility easement over the center of the water line being granted in place of the existing easement. Conditions to the abandonment and vacation to this effect are included in the proposed ordinance for Council's review and approval.

**Fiscal/Budget Impact:**

N/A

**Requested Action:**

Approval of Ordinance No. 2026-29.

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** Joan Junkala-Brown, Deputy City Manager  
**Thru:** James Ennis, City Engineer  
**From:** Barry Baldwin, Engineering Technician  
**Date:** June 16, 2026  
**Re:** AV2025-0007 – Request to Abandon and Vacate a Portion of a Public Utility Easement (1000 N Wickham Rd)

The applicant, Wal-Mart Stores East LP, has requested the vacation of a portion of the 15-foot-wide public utility easement that encompasses the Walmart building on the parcel. The applicant is making this request as part of proposed building renovations. The portion of the easement in question obstructs the renovations.

Staff initially received one objection to this request:

1. The Public Works Water/Sewer Division objected due to the water line located within the easement. The line is owned and maintained by the City. The Water/Sewer Division stated the objection would be withdrawn if the new easement was centered over the water line.

The applicant has agreed to redraft the location of the new easement and is prepared to sign and grant the new easement.

Due to the need to preserve access to the waterline in the existing easement, the City Attorney's Office recommends that the vacation of the portion of the existing 15 foot wide public utility easement be conditioned upon a new 15 foot wide public utility easement over the center of the water line being granted in place of the existing easement. Conditions to the abandonment and vacation to this effect are included in the proposed ordinance for Council's review and approval.

Staff has reviewed this application according to the review criteria contained in Section 52-99 of the City Code of Melbourne and is recommending the vacation action for approval. Pursuant to Section 52-100(b), it has been determined that the vacation action will not compromise public health, safety, welfare and aesthetics, and economic order.

Abandon and Vacate the portion of the 15-foot-wide public utility easement, as described below:

ALL THAT PIECE OR PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, AS RECORDED IN THE PLAT OF WAL-MART AT MELBOURNE, RECORDED IN PLAT BOOK 43, PAGE 86, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY

LINE OF SARNO ROAD;

THENCE ALONG THE SOUTH LINE OF SAID LOT 5 AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SARNO ROAD, SOUTH 87° 09' 09" WEST A DISTANCE OF 489.84 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF A PUBLIC UTILITY EASEMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3188, PAGE 1849, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

THENCE DEPARTING THE SOUTH LINE OF SAID LOT 5 AND SAID NORTHERLY RIGHT OF WAY LINE OF SARNO ROAD, AND ALONG THE EASTERLY LINE OF SAID PUBLIC UTILITY EASEMENT THE FOLLOWING SIX (6) COURSES:

THENCE NORTH 00° 21' 22" WEST A DISTANCE OF 160.87 FEET TO A POINT;

THENCE NORTH 89° 38' 38" EAST A DISTANCE OF 14.00 FEET TO A POINT;

THENCE NORTH 00° 21' 22" WEST A DISTANCE OF 15.00 FEET TO A POINT;

THENCE SOUTH 89° 38' 38" WEST A DISTANCE OF 14.00 FEET TO A POINT;

THENCE NORTH 00° 21' 22" WEST A DISTANCE OF 144.99 FEET TO A POINT;

THENCE NORTH 44° 38' 38" EAST A DISTANCE OF 9.65 FEET TO A POINT;

THENCE DEPARTING THE EASTERLY LINE OF SAID PUBLIC UTILITY EASEMENT, NORTH 04° 58' 14" EAST A DISTANCE OF 23.50 FEET TO A POINT ON THE WESTERLY LINE OF SAID PUBLIC UTILITY EASEMENT;

THENCE ALONG THE WESTERLY LINE OF SAID PUBLIC UTILITY EASEMENT THE FOLLOWING TWO (2) COURSES:

THENCE SOUTH 44° 38' 38" WEST A DISTANCE OF 33.94 FEET TO A POINT;

THENCE SOUTH 00° 21' 22" EAST A DISTANCE OF 327.73 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5 AND SAID NORTHERLY RIGHT OF WAY LINE OF SARNO ROAD;

THENCE ALONG THE SOUTH LINE OF SAID LOT 5 AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SARNO ROAD, NORTH 87° 09' 09" EAST A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINING 5,399 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

### **Recommendation**

Recommend approval of the Abandonment and Vacation of the above-described portion of the public utility easement.

## Legend

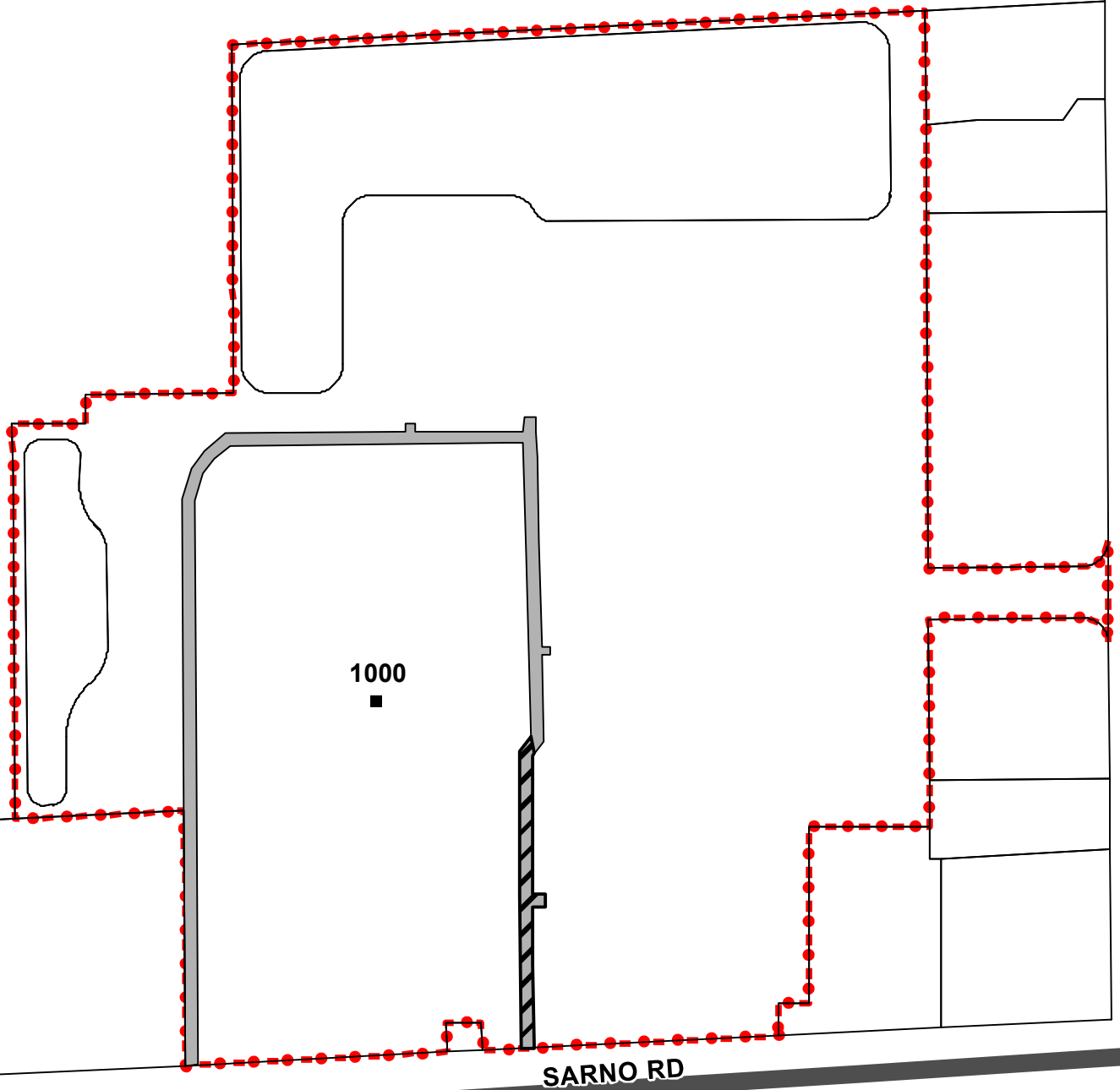
 - Road

 - Parcel

 - AV2025-0007

 - Applicant Property

 - 15 ft Public Utility Easement



# AV2025-0007 AERIAL

## Legend



- AV2025-0005



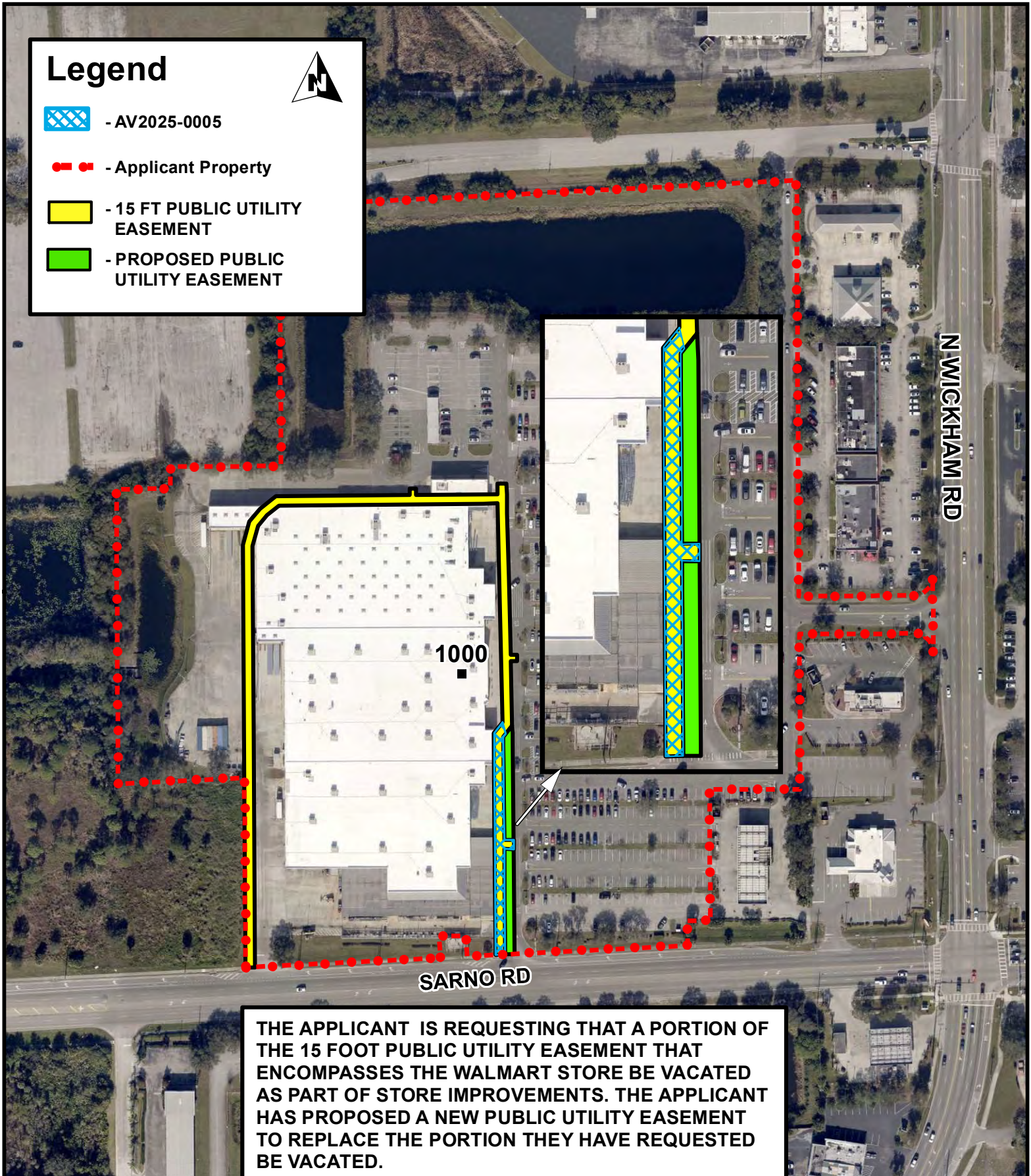
- Applicant Property



- 15 FT PUBLIC UTILITY EASEMENT



- PROPOSED PUBLIC UTILITY EASEMENT



THE APPLICANT IS REQUESTING THAT A PORTION OF THE 15 FOOT PUBLIC UTILITY EASEMENT THAT ENCOMPASSES THE WALMART STORE BE VACATED AS PART OF STORE IMPROVEMENTS. THE APPLICANT HAS PROPOSED A NEW PUBLIC UTILITY EASEMENT TO REPLACE THE PORTION THEY HAVE REQUESTED BE VACATED.



## **Business Impact Estimate**

**To:** Jenni Lamb, City Manager  
**Thru:** Joan Junkala-Brown, Deputy City Manager  
**Thru:** James W. Ennis, City Engineer  
**From:** Barry Baldwin, Engineering Technician  
**Date:** June 16, 2026  
**Re:** Ordinance No. 2026-29 – [AV2025-0007]

---

### **Summary of the Proposed Ordinance**

This ordinance serves to abandon and vacate a portion of a public utility easement. The request has been made as part of proposed building renovations. The public utility easement has existing utilities and the applicant is prepared to sign and grant a new public utility easement for the existing utilities to replace of the portion being vacated.

This 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**

No businesses should incur compliance costs associated with this abandon and vacate ordinance as it only impacts the requesting party (property owner).

The requesting property owner is gaining the benefit of being able to move forward with the proposed building renovations based on the abandon and vacate request.

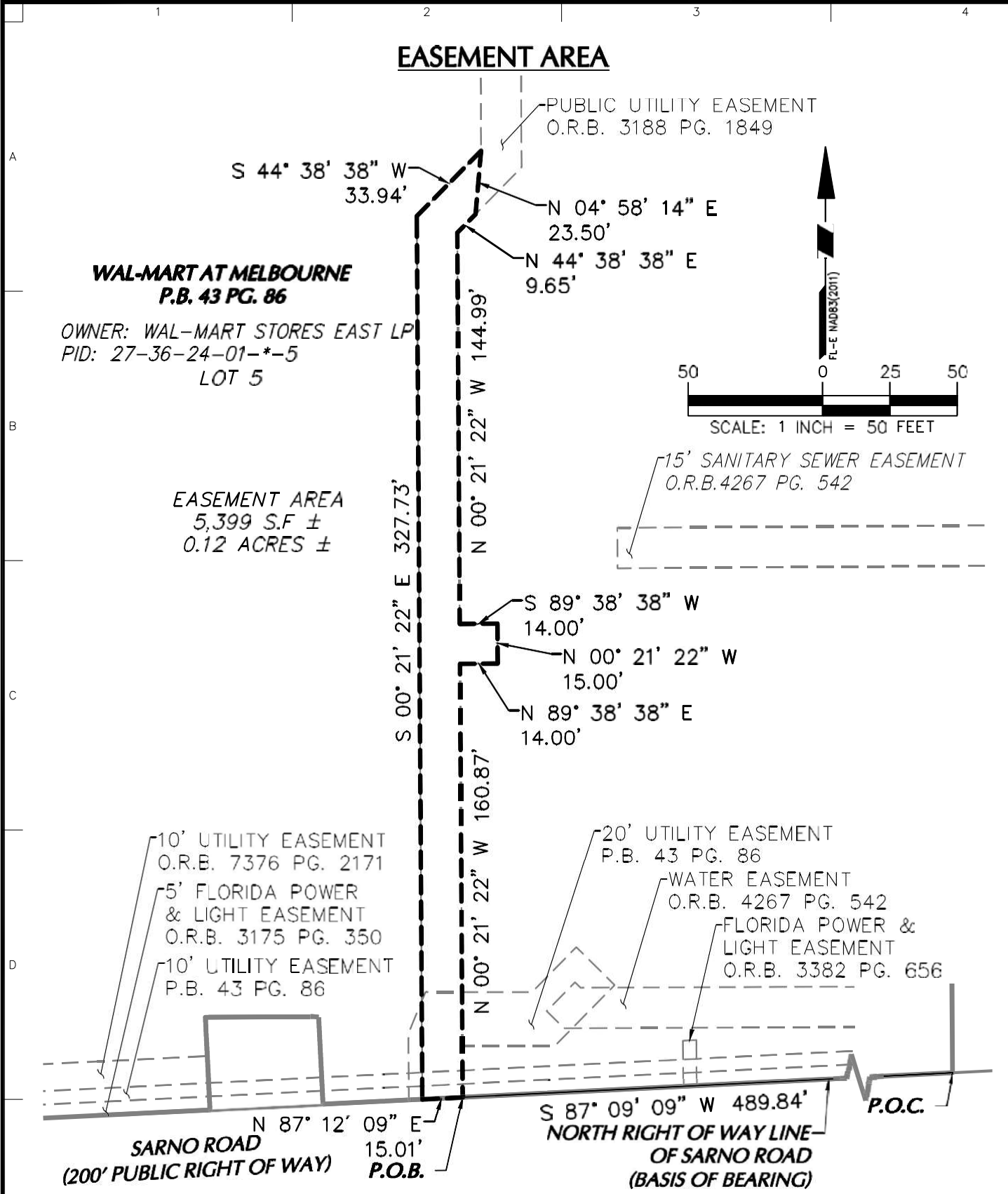
### **Good Faith Estimate of Number of Businesses Likely to Be Impacted by the Proposed Ordinance**

There are no businesses which should be impacted by the proposed ordinance.

## D

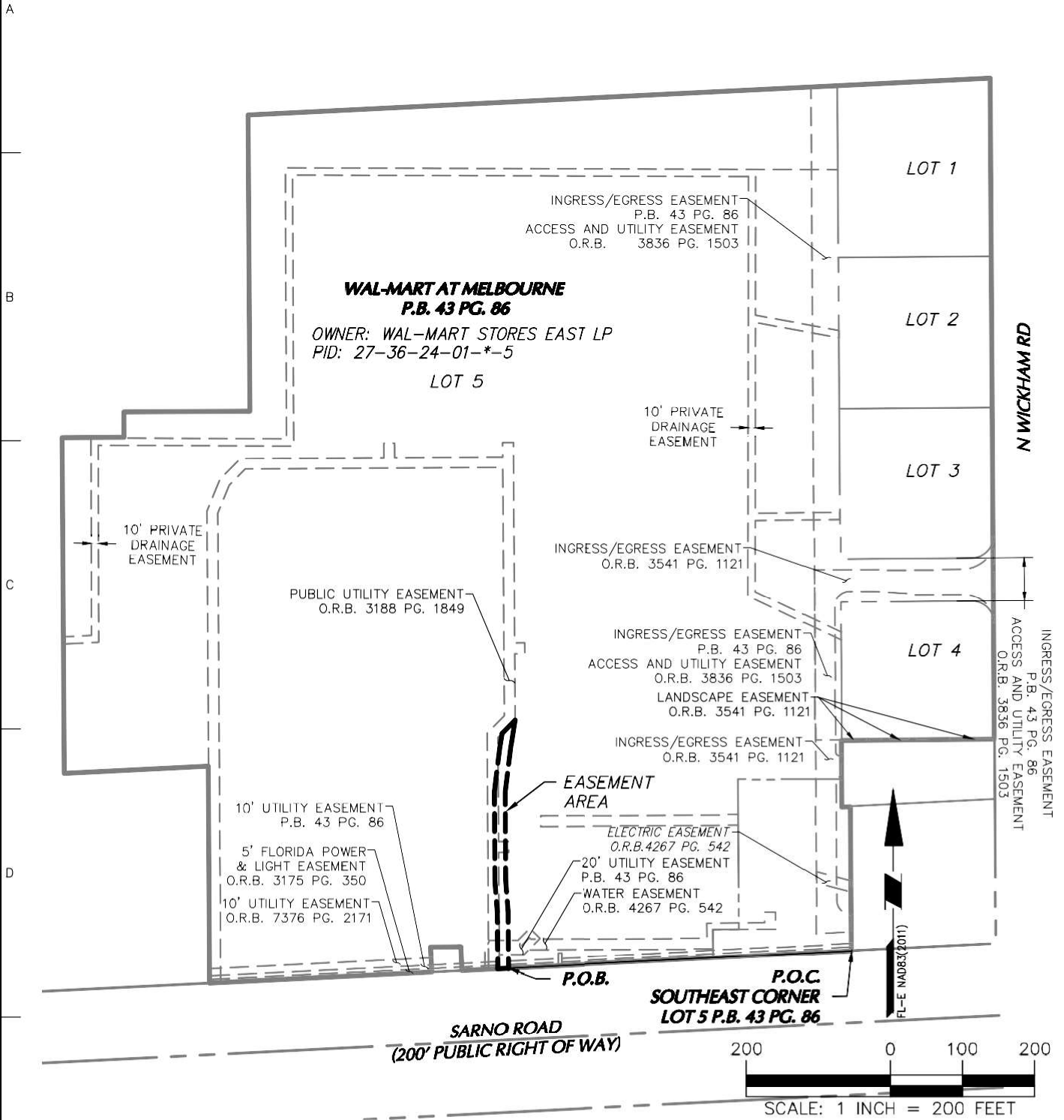


Sheet 4 of 5



|                                                                                                                                                                                                                                               |                                                                                            |                                           |                                                                                                                                                     |                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <p><b>LANGAN</b></p> <p>Langan Engineering and Environmental Services, LLC.</p> <p>13485 Veterans Way, Suite 120<br/>Orlando, FL 32827</p> <p>T: 407.974.2900 F: 407.974.2901 www.langan.com<br/>FBPE Registry No. 00006601/LB6172/LB8196</p> | <p>Project</p> <p><b>WALMART MELBOURNE</b></p> <p>MELBOURNE<br/>BREVARD COUNTY FLORIDA</p> | <p>Drawing Title</p> <p><b>SKETCH</b></p> | <p>Project No.</p> <p><b>342027901</b></p> <p>Date</p> <p><b>05/06/2025</b></p> <p>Drawn By</p> <p><b>RH</b></p> <p>Checked By</p> <p><b>GM</b></p> | <p>Drawing No.</p> <p><b>VB101</b></p> <p>Sheet 5 of 5</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|

# OVERALL VIEW



THIS IS NOT A SURVEY.

|                                                                                                                                                                                                                                                  |                                                                                                             |                                           |                                                                                                                                                     |                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <p><b>LANGAN</b></p> <p>Langan Engineering and Environmental Services, LLC.</p> <p>13485 Veterans Way, Suite 120<br/>Orlando, FL 32827</p> <p>T: 407.974.2900 F: 407.974.2901 www.langan.com</p> <p>FBPE Registry No. 00006601/LB8172/LB8198</p> | <p>Project</p> <p><b>WALMART MELBOURNE</b></p> <p><b>MELBOURNE FLORIDA</b></p> <p><b>BREVARD COUNTY</b></p> | <p>Drawing Title</p> <p><b>SKETCH</b></p> | <p>Project No.</p> <p><b>342027901</b></p> <p>Date</p> <p><b>05/13/2026</b></p> <p>Drawn By</p> <p><b>RH</b></p> <p>Checked By</p> <p><b>GM</b></p> | <p>Drawing No.</p> <p><b>VB101</b></p> <p>Sheet 4 of 5</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|



ORDINANCE NO. 2026-29

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE VACATION OF A PORTION OF THE 15-FOOT-WIDE PUBLIC UTILITY EASEMENT THAT ENCOMPASSES THE BUILDING LOCATED AT 1000 NORTH WICKHAM ROAD; MAKING FINDINGS; PROVIDING FOR A CONDITION OF APPROVAL; PROVIDING THAT THIS ORDINANCE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (AV2025-0007)

WHEREAS, based on the review criteria in Section 52-99, City Code, and upon recommendation of the City Engineer providing the condition set forth in Section 2. below is met, the City Council finds:

- (1) The right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed, is no longer needed.
- (2) The public health, safety, welfare, aesthetics, and economic order of the community will not be compromised by the vacation, termination, abandonment or permanent closure of the right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed.
- (3) The rights or anticipated and likely future needs of utilities, including, but not limited to, electric, gas, water, wastewater, telephone, and cable television, to use the right-of-way or easement will not be compromised, or acceptable and adequate alternatives have been provided.
- (4) All properties abutting and utilizing the portion of the right-of-way or easement to be vacated, abandoned, terminated, or permanently closed will have adequate alternative right-of-way or easement available to serve said abutting properties.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That a portion of the 15-foot-wide a public utility easement that encompasses the building located at 1000 North Wickham Road, is hereby abandoned and vacated. The portion of easement to be vacated is more particularly described in Exhibit "B".

SECTION 2. That this ordinance is adopted subject to the following condition:

- a. Easement to be conveyed. All owners and applicable mortgage/security interest holders of the property located at 1000 North Wickham Rd., must convey a new 15-foot-wide public utility easement in perpetuity over, under, and across the area described in Exhibit "C". This easement must be conveyed to the City of Melbourne and for use by public utility companies, including but not limited to cable television, electric, telephone, water, stormwater, wastewater, and gas companies, and the City of Melbourne, Florida, a Florida Municipal Corporation. This easement shall be recorded concurrent with this ordinance in the Public Records of Brevard County, Florida.

SECTION 3. No Vacation of Private Rights. That this ordinance does not vacate and is not intended to have any effect on any private property rights that may exist in the above-described property. Only any public rights existing as a result of the plat have been vacated by this ordinance.

SECTION 4. That the City Clerk shall record this ordinance in the Public Records of Brevard County, Florida.

SECTION 5. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne. Additionally, the abandonment and vacation set forth in Section 1. shall not become effective until this ordinance and concurring easement set forth in Section 2. have been recorded in the Public Records of Brevard County, Florida.

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

BY: \_\_\_\_\_  
Paul Alfrey, Mayor

ATTEST: \_\_\_\_\_  
Kevin McKeown, City Clerk

[CITY SEAL]

Attachments:       Exhibit A – Map  
                          Exhibit B – Portion of public utility easement to be vacation legal description  
                          Exhibit C – New public utility easement to be conveyed legal description

Ordinance No. 2026-29

## Legend

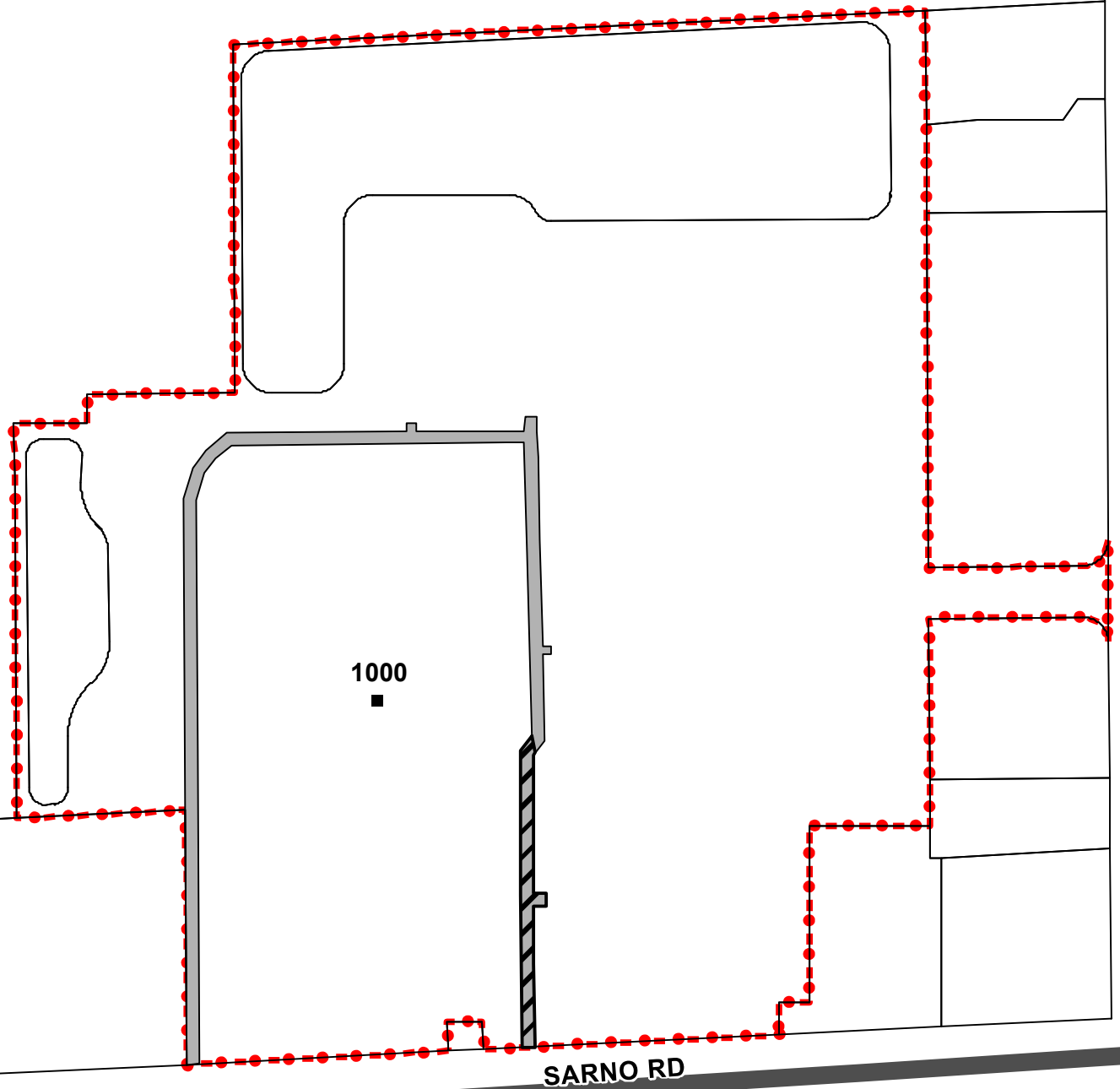
 - Road

 - Parcel

 - AV2025-0007

 - Applicant Property

 - 15 ft Public Utility Easement



## **Exhibit B**

### Portion of public utility easement to be vacated legal description:

ALL THAT PIECE OR PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, AS RECORDED IN THE PLAT OF WAL-MART AT MELBOURNE, RECORDED IN PLAT BOOK 43, PAGE 86, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SARNO ROAD;

THENCE ALONG THE SOUTH LINE OF SAID LOT 5 AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SARNO ROAD, SOUTH 87° 09' 09" WEST A DISTANCE OF 489.84 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF A PUBLIC UTILITY EASEMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3188, PAGE 1849, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

THENCE DEPARTING THE SOUTH LINE OF SAID LOT 5 AND SAID NORTHERLY RIGHT OF WAY LINE OF SARNO ROAD, AND ALONG THE EASTERLY LINE OF SAID PUBLIC UTILITY EASEMENT THE FOLLOWING SIX (6) COURSES:

THENCE NORTH 00° 21' 22" WEST A DISTANCE OF 160.87 FEET TO A POINT;

THENCE NORTH 89° 38' 38" EAST A DISTANCE OF 14.00 FEET TO A POINT;

THENCE NORTH 00° 21' 22" WEST A DISTANCE OF 15.00 FEET TO A POINT;

THENCE SOUTH 89° 38' 38" WEST A DISTANCE OF 14.00 FEET TO A POINT;

THENCE NORTH 00° 21' 22" WEST A DISTANCE OF 144.99 FEET TO A POINT;

THENCE NORTH 44° 38' 38" EAST A DISTANCE OF 9.65 FEET TO A POINT;

THENCE DEPARTING THE EASTERLY LINE OF SAID PUBLIC UTILITY EASEMENT, NORTH 04° 58' 14" EAST A DISTANCE OF 23.50 FEET TO A POINT ON THE WESTERLY LINE OF SAID PUBLIC UTILITY EASEMENT;

THENCE ALONG THE WESTERLY LINE OF SAID PUBLIC UTILITY EASEMENT THE FOLLOWING TWO (2) COURSES:

THENCE SOUTH 44° 38' 38" WEST A DISTANCE OF 33.94 FEET TO A POINT;

THENCE SOUTH 00° 21' 22" EAST A DISTANCE OF 327.73 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5 AND SAID NORTHERLY RIGHT OF WAY LINE OF SARNO ROAD;

THENCE ALONG THE SOUTH LINE OF SAID LOT 5 AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SARNO ROAD, NORTH 87° 09' 09" EAST A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINING 5,399 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

### **Exhibit C**

#### **New public utility easement to be conveyed legal description:**

ALL THAT PIECE OR PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 27SOUT, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT E AS RECORDED IN THE PLAT OF WAL-MART AT MELBOURNE, RECORDED IN PLAT BOOK 43, PAGE 86, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT BEING ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF SARNO ROAD;

THENCE ALONG THE SOUTH LINE OF SAID LOT 5 AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF SARNO ROAD, SOUTH 89°09'09" WEST A DISTANCE OF 489.84 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING THE SOUTH LINE OF SAID LOT 5 AND SIAD NORTHERLY RIGHT OF WAY LINE OF SARNO ROADNORHT 00°27'46" WEST A DISTANCE OF 78.08 FEET TO A POINT;

THENCE NORTH 04°24'10" WEST A DISTANCE OF 43.42 FEET TO A POINT;

THENCE NORTH 00°19'36" WEST A DISTANCE OF 123.59 FEET TO A POINT;

THENCE NORTH 07°08'58" EAST A DISTANCE OF 63.79 FEET TO A POINT;

THENCE NORTH 09°02'57" EAST A DISTANCE OF 37.19 FEET TO A POINT ON THE EASTERLY SIDE OF A PUBLIC UTILITY EASEMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3188, PAGE 1849, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

THENCE ALONG THE EASTERLY LINE OF SAID PUBLIC UTILITY EASEMENT, SOUTH 44°38'38" WEST A DISTANCE OF 25.77 FEET TO A POINT;

THENCE DEPARTING THE EASTERLY LINE IF SAID PUBLIC UTILITY EASEMENT, SOUTH 09°02'57" WEST A DISTANCE OF 16.48 FEET TO A POINT;

THENCE SOUTH 07°08'58" WEST A DISTANCE OF 65.02 FEET TO A POINT;

THENCE SOUTH 00°19'36" EAST A DISTANCE OF 125.10 FEET TO A POINT;

THENCE SOUHT 04°24'10" EAST A DISTANCE OF 43.44 FEET TO A POINT;

THENCE SOUTH 00°27'46" EAST A DISTANCE OF 77.57 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5;

THENCE ALONG THE SOUTH LINE OF SAID LOT 5 AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SARNO ROAD, NORTH 87°09'09" EAST A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINING 5,048 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |             |
|--------------------------------------------|-------------|
| Department:                                | Engineering |
| Presenter:                                 | James Ennis |
| Council District:                          | 5           |
| Reading Number:                            | N/A         |
| Quasi-judicial Item (Disclosure Required): | No          |
| Public Hearing:                            | No          |
| Item Number:                               | C.20.       |

**Subject:**

A resolution authorizing an Agreement of Purchase and Sale between the City of Melbourne and Otto S. Boozer, as Trustee of the Otto S. Boozer Restated Revocable Trust Agreement, for property located on Sarno Road and west of Wickham Road, Melbourne, FL for Fire Station No. 72, Project No. 10321 - \$1,000,000 plus closing costs.

**Background/Consideration:**

At the May 26, 2026 Council Meeting, City Council authorized staff to negotiate the purchase of a 2.6-acre parcel located on Sarno Road and west of Wickham Road, specifically Parcel ID 27-36-24-00-11 / Tax Account 2703576, owned by Otto S Boozer Revocable Trust. This purchase is intended to serve as a new site for the relocation of Fire Station No. 72 (FS 72) currently located on the north-west corner of Jimmy Moore Park.

As presented to City Council on July 8, 2025 and again on October 14, 2025, FS 72 was built in 1966 and no longer meets the minimum standards set by the National Fire Protection Association (NFPA). The structure is aging and has been remodeled multiple times over several decades; however, the footprint has not changed. Current call volumes and projected development have proven the current site and configuration is no longer suitable for the level of services warranted.

On November 19, 2025, the City received an appraised value of \$1 million for the parcel, which does not include soil removal, replacement, and engineering costs. Further, the appraisal acknowledges existing wetlands on site. On December 12, 2025, the City received a preliminary subsurface exploration report which confirms approximately 1.25 acres of organic muck and shallow groundwater levels. It is estimated that site remediation will cost approximately \$1 million.

The attached Agreement of Purchase and Sale was fully executed on June 13, 2026 with a purchase price of \$1,000,000 and providing for an Investigation Period of 90 days from the effective date. On June 16, 2026, the City wired a deposit of \$25,000 to the escrow agent. Per the Agreement, closing shall be 30 days following the Investigation Period.

**Fiscal/Budget Impact:**

Funding is sufficient in Capital Improvement Project No. 10321 (Fire Station No. 72).

**Requested Action:**

Approval of Resolution No. 4423.



**REAL ESTATE APPRAISAL REPORT  
OF 2.60-ACRES  
VACANT COMMERCIAL LAND PARCEL  
LOCATED AT:  
3000 BLOCK SARNO ROAD,  
MELBOURNE, BREVARD COUNTY, FL 32935  
CLIENT PURCHASE ORDER NUMBER: 26000463-00**

**Prepared For:**  
City of Melbourne  
C/O Mr. James Ennis, PE, PMP  
City Engineer  
900 E. Strawbridge Ave.  
Melbourne, FL 32901

**Effective Date of the Appraisal:**  
November 3, 2025

**Date of the Report:**  
November 17, 2025

**Prepared by:**  
TUTTLE-ARMFIELD-WAGNER APPRAISAL & RESEARCH, INC.  
Matthew Jehs, MAI, Trainee Appraiser RZ2806  
Jason Malick, Trainee Appraiser RI25267

File Name: AC25-2601

Tuttle-Armfield-Wagner Appraisals & Research, Inc.  
412 E. New Haven Avenue, Melbourne, FL 32901

Matthew W. Jehs, MAI, Cert Gen RZ2806  
Email: [taw@t-a-w.com](mailto:taw@t-a-w.com)  
Phone: (321) 723-7010

Gary DiGiacomo Cert Gen RZ1630  
Email: [tawres@t-a-w.com](mailto:tawres@t-a-w.com)  
Fax: (321) 723-4375

---

November 17, 2025

City of Melbourne  
c/o Mr. James W. Ennis, PE, PMP  
City Engineer  
900 E. Strawbridge Ave.  
Melbourne, FL 32901

Re: Real Estate Appraisal Report of 2.6-Acres  
Vacant Commercial Land Parcel  
Located on the 3000 Block Sarno Road,  
Melbourne, Brevard County, FL 32935  
File Name: AC25-2601 Client P.O. #: 26000463-00

At your request, we have prepared an appraisal for the above referenced property. The subject property is legally described in the accompanying report, of which this letter is hereby made a part of and incorporated therein. This report is for your exclusive use and we are not responsible for any unauthorized use.

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). It presents a discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in our file.

The subject consists of 2.60-Acres of vacant commercial land with frontage along Sarno Road in the City of Melbourne. The property is not located in a flood zone and appears to have 1.38-acres of jurisdictional wetlands on the northern elevation of the site with the remaining land being considered uplands with frontage along Sarno Road. The property is zoned C-P, Commercial Parkway District, in the City of Melbourne with a comprehensive commercial and residential permitted use allowance. The property is currently listed for sale at \$1,080,000 equating to \$415,385 on a price per acre basis or \$9.54 per land square foot. The listing agents have the property also marketed as a 'split' lot with each half (side A and side B) having approximately 1.3-acres and offered at \$540,000 via separate listings. There has been considerable interest in the property for retail commercial and governmental uses. The property is not currently under contract for purchase.

The property is further identified as the 3000 Block Sarno Road, Melbourne, Brevard County, FL 32935, and Brevard County Property Appraiser as Parcel ID 27-36-24-00-11.

At the request of the client, the purpose of this appraisal is to estimate the Current Market Value of the subject property's Fee Simple estate, effective November 3, 2025. This letter of transmittal is not an appraisal report; however, the attached report sets forth the data, research, and analyses that support our value conclusions. Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Extraordinary Assumptions, we have made the following value conclusions:

| Value Conclusions    |                    |                |                  |
|----------------------|--------------------|----------------|------------------|
| Premise              | Interest Appraised | Effective Date | Value Conclusion |
| Current Market Value | Fee Simple         | 11/3/2025      | \$1,000,000      |

***Appraiser's Note: We have made an extraordinary assumption that the 1.38 acres of jurisdictional wetlands on the subject property will be mitigated and have included a deduction of \$140,000 (approximately \$100,000 per acre) for mitigation costs. This is assuming that the geotechnical survey indicates that the wetlands are mid-quality and isolated and not more substantial requiring additional mitigation costs. Additionally, this deduction does not include soil removal, soil replacement, site engineering costs. It is expected that the subject site WILL NEED these costs to physically address the wet soils affecting the northern portion of the subject, but engineering and cost estimates were not available of the appraisal report date. Any user of the report should be aware these atypical costs will impact the market value conclusion.***

Please reference Page 8 of this report for important information regarding the Limiting Conditions and Assumptions; Page 11 for Extraordinary Assumptions, and Page 19 for scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

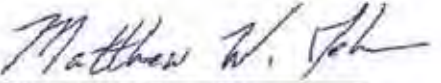
| Hypothetical Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| We employ a Hypothetical Condition that 100% of the analyzed subject land is usable after mitigation. Any atypical costs inclusive of site engineering and additional soil replacement costs associated with the wetlands affecting the parcel are outside the scope of this appraisal assignment as geotechnical and cost reports were not available as of the completion of this report. Any user should be aware this costs would affect the market value conclusion. |

Acceptance of this report constitutes an agreement with these conditions and assumptions. We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any prior services regarding the subject within the previous three years of the effective date of this appraisal.

The intended user of this report is City of Melbourne, c/o Mr. James Ennis, PE, PMP, City Engineer, and is intended only for use by them in estimating the market value of the subject property. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

We believe you will find this report to be self-explanatory; however, you are invited to contact us should you have any questions or require further information relative to this matter. We thank you for the opportunity to provide our professional services.

Respectfully submitted,  
Tuttle-Armfield-Wagner Appraisal & Research, Inc.

  
Matthew W. Jehs, MAI  
Cert Gen RZ2806  
Jason Christopher Malick  
Trainee, RI25267

## TABLE OF CONTENTS

|                                                  |    |
|--------------------------------------------------|----|
| Summary of Important Facts and Conclusions ..... | 6  |
| Limiting Conditions and Assumptions .....        | 8  |
| Extraordinary Assumptions .....                  | 11 |
| Hypothetical Condition .....                     | 12 |
| Identification of Subject .....                  | 13 |
| Purpose of the Appraisal .....                   | 13 |
| Client .....                                     | 13 |
| Intended Use and User of Appraisal .....         | 14 |
| Existing Leases, Rentals or Use Agreements ..... | 14 |
| Owner of Record and Sales History .....          | 14 |
| Legal Description .....                          | 16 |
| Scope of Work .....                              | 19 |
| Location Maps .....                              | 21 |
| Neighborhood Analysis .....                      | 23 |
| Zoning .....                                     | 39 |
| Assessment and Taxes .....                       | 41 |
| Property Description .....                       | 42 |
| Highest and Best Use .....                       | 55 |
| Valuation Methodology .....                      | 59 |
| Sales Comparison Approach – Land Valuation ..... | 60 |
| Land Comparables – As Is .....                   | 60 |
| Analysis Grid .....                              | 68 |
| Sales Comparison Approach Conclusion .....       | 72 |
| Final Reconciliation .....                       | 73 |
| Certification .....                              | 75 |
| Addenda .....                                    | 76 |
| Definitions .....                                | 77 |
| Professional Qualifications .....                | 79 |

## Summary of Important Facts and Conclusions

| Report Dates    |            |
|-----------------|------------|
| Report Date     | 11/17/2025 |
| Inspection Date | 11/3/2025  |
| Date of Value   | 11/3/2025  |

| Subject Summary     |                                                                                                      |
|---------------------|------------------------------------------------------------------------------------------------------|
| Property Name       | 18286   Vacant Land   3000 Block Sarno Rd.                                                           |
| Property Major Type | Land                                                                                                 |
| Address             | 3000 Block Sarno Road                                                                                |
| City                | Melbourne                                                                                            |
| County              | Brevard                                                                                              |
| State               | FL                                                                                                   |
| Zip                 | 32935                                                                                                |
| Tax ID              | 27-36-24-00-11                                                                                       |
| Owner               | Otto S. Boozer, As Trustee of Otto S. Boozer Restated Revocable Trust Agreement Dated March 31, 2003 |
| Land SF             | 113,256                                                                                              |
| Acres               | 2.60                                                                                                 |
| Usable Acres        | 1.22                                                                                                 |
| Usable Land SF      | 53,143                                                                                               |
| Wetland Acres       | 0.00                                                                                                 |
| Wetlands Type       | Freshwater Emergent Wetland & Forested/Shrub Riparian                                                |
| Zoning              | C-P                                                                                                  |

### Intended Use and Users

#### Intended Use

The client will rely upon this appraisal for internal use, including but not limited to, rendering a decision relative to purchase of all or a portion of the property rights of the subject property.

#### Intended Users

Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

| Real Estate Assessment and Taxes |                     |                     |                     |                         |          |                       |
|----------------------------------|---------------------|---------------------|---------------------|-------------------------|----------|-----------------------|
| Tax ID                           | Total<br>Assessment | Millage Tax<br>Rate | Ad Valorem<br>Taxes | Non Ad<br>Valorem Taxes | Tax Rate | Total Parcel<br>Taxes |
| 27-36-24-00-11                   | \$340,200           | 17.6765             | \$6,013.55          | \$23.76                 | 17.6765  | \$6,037.31            |

| Land Summary   |                            |                            |                             |                             |                  |         |
|----------------|----------------------------|----------------------------|-----------------------------|-----------------------------|------------------|---------|
| Parcel ID      | Gross Land<br>Area (Acres) | Gross Land<br>Area (Sq Ft) | Usable Land<br>Area (Acres) | Usable Land<br>Area (Sq Ft) | Traffic<br>Count | Access  |
| 27-36-24-00-11 | 2.60                       | 113,256                    | 1.22                        | 53,143                      | 13,200           | Average |

| Value Conclusions    |                    |                |                  |
|----------------------|--------------------|----------------|------------------|
| Premise              | Interest Appraised | Effective Date | Value Conclusion |
| Current Market Value | Fee Simple         | 11/3/2025      | \$1,000,000      |

***Appraiser's Note: We have made an extraordinary assumption that the 1.38 acres of jurisdictional wetlands on the subject property has been mitigated and have included a deduction of \$140,000 (approximately \$100,000 per acre) for mitigation costs. This is assuming that the geotechnical survey indicates that the wetlands are mid-quality and isolated and not more substantial requiring additional mitigation costs. Additionally, this deduction does not include soil removal, soil replacement, site engineering costs. It is expected that the subject site WILL NEED these costs to physically address the wet soils affecting the northern portion of the subject, but engineering and cost estimates were not available of the appraisal report date. Any user of the report should be aware these atypical costs will impact the market value conclusion.***

| Hypothetical Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| We employ a Hypothetical Condition that 100% of the analyzed subject land is usable after mitigation. Any atypical costs inclusive of site engineering and additional soil replacement costs associated with the wetlands affecting the parcel are outside the scope of this appraisal assignment as geotechnical and cost reports were not available as of the completion of this report. Any user should be aware this costs would affect the market value conclusion. |

## Limiting Conditions and Assumptions

1. Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.
2. The values given in this appraisal report represent the opinion of the signers as to the values as of the dates specified herein. Values of real estate are affected by an enormous variety of forces and conditions which will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.
3. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however similar the same may be.
4. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.
5. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.
6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.
7. Possession of any copy of this report does not carry with it the right of publication, nor may it be used, or relied upon, for any purpose by anyone other than the client without prior written authorization of the client and identified as such herein, and in any event, only in its entirety. Parties who receive a copy of this report as a consequence of disclosure requirements applicable to our client do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such by our client at the time of engagement for services.
8. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.
9. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.
10. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.

11. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless noncompliance is stated, defined and considered in the appraisal report. Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.
12. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.
13. All data relating to land sales, improved property sales, and comparable rentals used in this report are considered to be proprietary; that is, owned by Tuttle-Armfield-Wagner. It is provided to the client for use within this report only. Any other use or distribution of this data without the prior written consent of Tuttle-Armfield-Wagner is specifically prohibited.
14. An environmental assessment was not provided for use in this assignment. No evidence of contamination was observed during our inspection, nor did we note the presence of commonly known toxic chemicals/hazardous materials. Nonetheless, we are not qualified to inspect/evaluate a site for potential hazards or contamination. Therefore, lacking contrary information, we assume that no contamination or environmental hazards exist that would adversely affect the subject utility and/or market value. Accordingly, the market value estimate contained herein is based on the accuracy of this assumption (subject to verification via a current environmental assessment as conducted by a duly qualified environmental scientist or engineer).
15. There are no proposed judgments or pending or threatened litigation that could affect the value of the property.
16. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
18. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
19. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

20. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Maps and plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.
21. Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.
22. It is assumed there are no encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.
23. This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.
24. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to ADA. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

## Extraordinary Assumptions

An assumption is a statement or condition which is presumed or assumed to be true and from which a conclusion can be drawn. An extraordinary assumption is an assumption which if found to be false could alter the resulting opinion or conclusion. We note that the use of the following Extraordinary Assumptions might have an effect on assignment results if later found out to be untrue or faulty.

### Extraordinary Assumptions

A current professional title search was not available for our use in this assignment. Therefore, we assume that no easements, encroachments, or deed restrictions exist which would adversely affect the subject utility and hence market value, other than as described herein.

Brevard County Department of Natural Resource maps indicate the presence of two wetland areas totaling approximately 1.38 acres. We were not provided with any documentation by ownership regarding wetlands delineation and are not qualified to determine exactly how much of the site is wetlands and of what quality and type. However, we assume the information provided by Brevard County Department of Natural Resources is accurate and for our analysis there are 1.38 acres of wetlands.

Representatives of the Client, Mr. James Ennis, PE, PMP, City Engineer, reported that the site is likely affected by mid quality, isolated wetlands and mitigation costs to mitigate this type of wetlands is approximately \$100,000 per acre. For our analysis, and the indicated 1.38 acres, we have utilized \$138,000 or \$140,000 rounded, for costs to mitigate the wetlands. We assume this information is accurate and if not, could adversely affect the value indication presented in this appraisal analysis.

## Hypothetical Condition

A Hypothetical Condition is defined as follows: That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical Conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. A Hypothetical Condition may be used in an assignment only if:

- Use of the Hypothetical Condition is clearly required for legal purposes, for purposes of reasonable analysis or for purposes of comparison;
- Use of the Hypothetical Condition results in a credible analysis;
- The appraiser complies with the disclosure requirements set forth in USPAP for Hypothetical Conditions.

### Hypothetical Conditions

We employ a Hypothetical Condition that 100% of the analyzed subject land is usable after mitigation. Any atypical costs inclusive of site engineering and additional soil replacement costs associated with the wetlands affecting the parcel are outside the scope of this appraisal assignment as geotechnical and cost reports were not available as of the completion of this report. Any user should be aware this costs would affect the market value conclusion.

---

## Identification of Subject

The subject consists of 2.60-Acres of vacant commercial land with frontage along Sarno Road in the City of Melbourne. The property is not located in a flood zone and appears to have 1.38-acres of jurisdictional wetlands on the northern elevation of the site with the remaining land being considered uplands with frontage along Sarno Road. The property is zoned C-P, Commercial Parkway District, in the City of Melbourne with a comprehensive commercial and residential permitted use allowance. The property is currently listed for sale at \$1,080,000 equating to \$415,385 on a price per acre basis or \$9.54 per land square foot. The listing agents have the property also marketed as a 'split' lot with each half (side A and side B) having approximately 1.3-acres and offered at \$540,000 via separate listings. There has been considerable interest in the property for retail commercial and governmental uses. The property is not currently under contract for purchase.



The property is further identified as the 3000 Block Sarno Road, Melbourne, Brevard County, FL 32935, and Brevard County Property Appraiser as Parcel ID 27-36-24-00-11 with Account Number 2703576.

## Purpose of the Appraisal

At the request of the client, the purpose of this appraisal is to estimate the Current 'As Is' Market Value of the subject property's Fee Simple estate, effective November 3, 2025. The "Market Value," and "Fee Simple" interests are defined in the Addendum.

## Client

This appraisal report has been prepared for City of Melbourne, c/o Mr. James Ennis, PE, PMP, City Engineer, located at 900 E. Strawbridge Ave. Melbourne, FL 32901.

## Intended Use and User of Appraisal

The Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services. The client will rely upon this appraisal for internal use, including but not limited to, rendering a decision relative to purchase of all or a portion of the property rights of the subject property.

This report is not intended for any other use or user. No one other than the named client or any other party not identified as an intended user should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use.

## Existing Leases, Rentals or Use Agreements

The subject is a vacant, commercial land parcel. No leases, rental, or use agreements of the subject were made known to the appraisers. Therefore, no such agreements have been considered as part of this assignment.

## Owner of Record and Sales History

The Brevard County Property Appraiser's Record Card indicates current ownership is listed as Otto S. Boozer, As Trustee of Otto S. Boozer Restated Revocable Trust Agreement Dated March 31, 2003. The property was acquired by current ownership on October 26, 2021 for \$375,000 from Richard Mishaan, Individually and as Trustee of the 12 Acres Property Land Trust as recorded in Brevard County Official Record Book 9303, Page 1517. The property was purchased as a speculative land investment.

The property was listed on February 28, 2025 by One Sotheby's and One Commercial Real Estate for \$1,080,000 for the entire 2.6-acre subject parcel and was simultaneously listed for sale with a hypothetical condition that the parcels could be split into two "halves" each having 1.3-acres for a "split price" of \$540,000 each. Below is the listing from the Space Coast Flex MLS for the site in its entirety with the MLS listings for the "split" lot scenario and the offering memorandum presented in the addenda of this appraisal report:

|                                                                                     |  |                                                                                                                                                                                                                                                |                           |                                             |            |
|-------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------|------------|
| <b>Land Active</b><br><b>MLS# 1043354</b><br><b>DOM/CDOM: 202/202</b>               |  | <b>3400 Sarno Road, Melbourne, FL 32935</b><br>County: Brevard                                                                                                                                                                                 |                           | <b>\$1,080,000</b><br><b>Private Report</b> |            |
|  |  | <b>Property Sub Type:</b>                                                                                                                                                                                                                      | Unimproved Land           | <b>Number Of Lots:</b>                      | 1          |
|                                                                                     |  | <b>MLS Area Major:</b>                                                                                                                                                                                                                         | 330 - Melbourne - Central | <b>Subdivision Name:</b>                    | None       |
|                                                                                     |  | <b>Waterfront YN:</b>                                                                                                                                                                                                                          | No                        | <b>Zoning Description:</b>                  | Commercial |
|                                                                                     |  | <b>Lot Size Dimensions:</b>                                                                                                                                                                                                                    | 378x300                   | <b>Land Lease YN:</b>                       | No         |
|                                                                                     |  | <b>Lot Size Acres:</b>                                                                                                                                                                                                                         | 2.6                       | <b>Senior Community YN:</b>                 | No         |
|                                                                                     |  | <b>Road Frontage Feet:</b>                                                                                                                                                                                                                     | 378                       | <b>Tax Account:</b>                         | 2703576    |
|                                                                                     |  | <b>General County</b>                                                                                                                                                                                                                          | South                     |                                             |            |
|                                                                                     |  | <b>Location:</b>                                                                                                                                                                                                                               |                           |                                             |            |
|                                                                                     |  | <b>Public Remarks:</b> Vacant Commercial Parcel located directly to the West of Super Walmart. The lot is 2.6 acres that can be split to 2 commercial parcels of 1.3 acres each. The total road frontage is 378 feet with a depth of 300 feet. |                           |                                             |            |
|                                                                                     |  |                                                                                                                                                                                                                                                |                           |                                             |            |

| Subject Sale History        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Transaction Type            | Listing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Price                       | \$1,080,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Date                        | 2/28/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Days on Market              | 248                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Book/Page or Reference Doc. | Listing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Grantor                     | Otto S. Boozer, As Trustee of Otto S. Boozer Restated Revocable Trust Agreement Dated March 31, 2003                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Grantee                     | Listing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Property Rights             | Fee Simple                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Financing                   | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Conditions of Sale          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Verification Source         | Gibbs Baum, Gregory Zimmerman, and Mel Howard (Listing Agents with One Sotheby's International)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Comments                    | <p>This is the listing of 2.6 Acres of Vacant, Commercial Land Adjacent to the Walmart SuperCenter Property directly west of the property with direct road frontage/access from Sarno Road. The parcel is mostly wooded.</p> <p>The property last sold for \$375,000 According to the Brevard Clerk of Court to Otto Boozer Trust. According to the National Wetland Inventory, at least 50% of the property is considered wetlands (1.3 + Acres) with Freshwater Forested/Shrub Wetland and Freshwater Emergent Wetland.</p> <p>The property was listed in February 2025 for \$1,080,000 equating to \$415,385 on a price per acre basis or \$9.54 per land square foot. The listing agent is Mel Howard of One Commercial Real Estate.</p> |

The property has had significant interest from prospective buyers according to the listing agents Gibbs Baum, Gregory Zimmerman, and Melvin Howard. According to Mr. Baum, the property has one offer for a half of the subject parcel for \$450,000 with a counter offer from the sellers to the prospective buyers of \$1,000,000 for the site in its entirety. This was reported to be a verbal and/or text correspondence with the listing agents and the confidential prospective buyer.

The City of Melbourne, c/o Mr. James W. Ennis, PE, PMP, City Engineer, and the client of this appraisal report, has expressed interest in acquiring the property for utilization and development of a City Fire Department Facility, Fire Station #72. According to Mr. Ennis, this appraisal analysis will help establish cost feasibility and aide in helping the city council decide to move forward with site plans. The City of Melbourne has conducted preliminary research on the subject site in regards to ordering, and having completed, a Phase I Environmental Site Assessment from PPM Consultants (completed October 14, 2025) and has subsequently ordered a Phase II Assessment to be conducted. Additionally, a Geotech report has been ordered to identify further environmental concerns, namely wetlands, that are likely present on the site as the Brevard County Natural Resources identifies approximately 1.38-acres of jurisdictional wetlands on the site with no indicated mitigations occurring historically based upon lack of contrary information from the St. Johns River Water Management District. In speaking with Mr. James Ennis, PE, PMP, City Engineer with the City of Melbourne, it was indicated that although a geotechnical was ordered with Ardaman & Associates, Inc. and Jason Manning, PE, it was suspected that the site likely has mid-quality isolated wetlands and that the costs would be approximately \$100,000 to mitigate per acre. Additionally, it was noted that there would be additional soil costs (removing wetland soil and replacing it with adequate/developable soil), site planning, and additional costs that are outside the scope of this appraisal assignment.

Additionally, Mr. Howard, also a co-listing agent, reported that there are two other interested parties that are waiting to see what happens with the current offers. There are no formal, written offers or purchase agreements as of the effective date of the appraisal of November 3, 2025.

Based on Information obtained from the client, various recognized published data sources and / or the county assessor's records, the subject property ownership history has no prior sales in the last three years.

This information was verified with the Brevard County Property Appraiser records. We assume this information is accurate as described by ownership and public records, however, if further verification is required, we strongly suggest it be obtained via a current title search.

## Legal Description

We were not provided a survey of the subject. The following Legal Description was obtained via Brevard County Clerk of Court recorded as ORB 9349 Page 1344. We assume it is correct but strongly advise obtaining a current title policy if further verification is necessary.

Address: 3000 Block Sarno Road, Melbourne, Brevard County, FL 32935  
Parcel ID: 27-36-24-00-11.

A part of the Northeast One-quarter (NE 1/4) of Section 24, Township 27 South, Range 36 East, more particularly described as follows:

Begin at the West right of way line of Wickham Road (said right of way line lying 50 feet West of and parallel with the East line of the Northeast One-quarter (NE 1/4) of said Section 24) and the North right of way line of Sarno Road as how established; thence run South 87°22'46" West a distance of 400 feet to the Point of Beginning; thence run North 0°07'45" West a distance of 300 feet; thence run South 87°22'46" West a distance of 1070 feet; thence run South 0°07'45" East a distance of 300 feet to a point on the North right of way of Sarno Road; thence North 87°22'46" East a distance of 1070 feet to the Point of Beginning

Less and Except

A tract of land in Section 24, Township 27 South, Range 36 East, Brevard County, Florida, being the North 300 feet of the South 400 feet of the West 692 feet of the East 1050 feet of the Northeast 1/4 of said Section 24 lying North of Sarno Road, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 24; thence N 00°07'45" W along the East line of said Section 24 and the centerline of Wickham Road a distance of 100.09 feet; thence S 87°22'46" W a distance of 50.05 feet to the intersection of the North right of way of Sarno Road with the West right of way of Wickham Road; thence continue S 87°22'46" W along the said North right of way of Sarno Road a distance of 400.43 feet to the Point of Beginning of this description; thence continue S 87°22'46" W along said right of way a distance of 692.66 feet; thence N 00°07'45" W parallel with the East line of the Northeast 1/4 of said Section 24 a distance of 300.28 feet; thence N 87°22'46" E parallel with the South line of the Northeast 1/4 of said Section 24 a distance of 692.66 feet; thence S 00°07'45" E a distance of 300.28 feet to the North right of way of Sarno Road and the Point of Beginning.

## Plat Map



### Aerial Map



### Eagle View



*The above aerial depictions are from the Brevard County Property Appraiser records. The property boundaries are not exact. They are for illustrative purposes only.*

## Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user. Therefore, the appraiser must identify and consider:

- the client and intended users of the report as well as the intended use;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

### Scope Summary - Definition of the Problem

#### Problem

The purpose of the appraisal is to estimate the Current Market Value of the Fee Simple interest of the subject property on an 'As Is' basis.

#### Intended Use

The client will rely upon this appraisal for internal use, including but not limited to, rendering a decision relative to purchase of all or a portion of the property rights of the subject property.

#### Intended User(s)

Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

#### Appraisal Report

Based on the intended users understanding of the subject's physical, economic and legal characteristics, and the intended use of this appraisal, an appraisal report format was used.

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). It presents a discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in our file.

### Utilized Approaches to Value

#### Cost Approach

☐

The subject is vacant land and this method does not accurately reflect market participant actions.

#### Sales Comparison Approach

☒

There is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

#### Income Approach

☐

The subject is vacant land and this method does not accurately reflect market participant actions.

---

**Scope of Work**

---

**Property Identification**

---

The subject has been identified by the assessors' parcel number, legal description, and address.

**Is this a 'Land Only' appraisal?**

---

yes

**Inspection**

---

An inspection of the subject property has been made, with photographs.

**Zoning**

---

A review of zoning and applicable land use controls has been made.

**Market Analysis**

---

The subject marketing area and surrounding neighborhoods within the county were examined in order to determine factors that significantly affect the subject property. Local land use policies, community support facilities, traffic patterns, demographics, and development trends were considered. A summary of the most pertinent details is presented.

**Highest and Best Use Analysis**

---

An "As Vacant" and "As Improved" H&BU analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the most reasonably probable and maximally productive use was concluded.

**Information Sources**

---

The appraiser maintains a comprehensive database for this market area and has reviewed the market for sales, rentals and listings relevant to this analysis. In addition, market data acquired in the course of previous appraisal work is retained in the appraiser's work files. Other sources include, but are not limited to the following: Multiple Listing Services, public records, interviews with brokers, buyers, and sellers, appraisal files, published articles and surveys. Information pertaining to this data was verified by one or more parties involved with, or having reliable knowledge of, each individual transaction when possible.

**Information Not Available**

---

We had sufficient information to conclude a reliable value conclusion.

**Comments**

---

The employed methods and level of analysis provides a credible value conclusion for the subject property.

**Competency Comment**

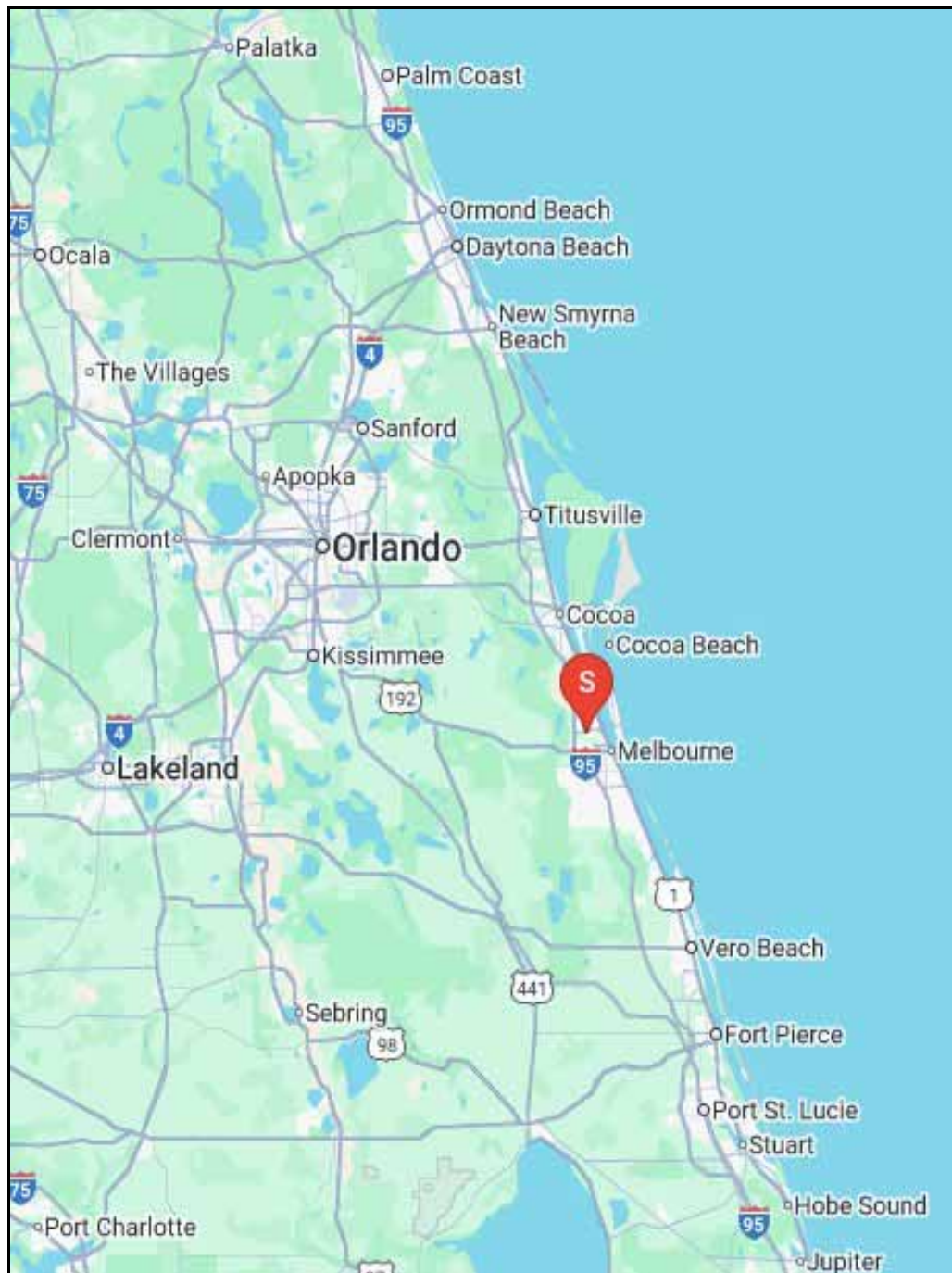
---

The person(s) signing this report are licensed to appraise real property in the state the subject is located. They affirm they have the experience, knowledge, and education to value this type property. They have previously appraised similar real estate.

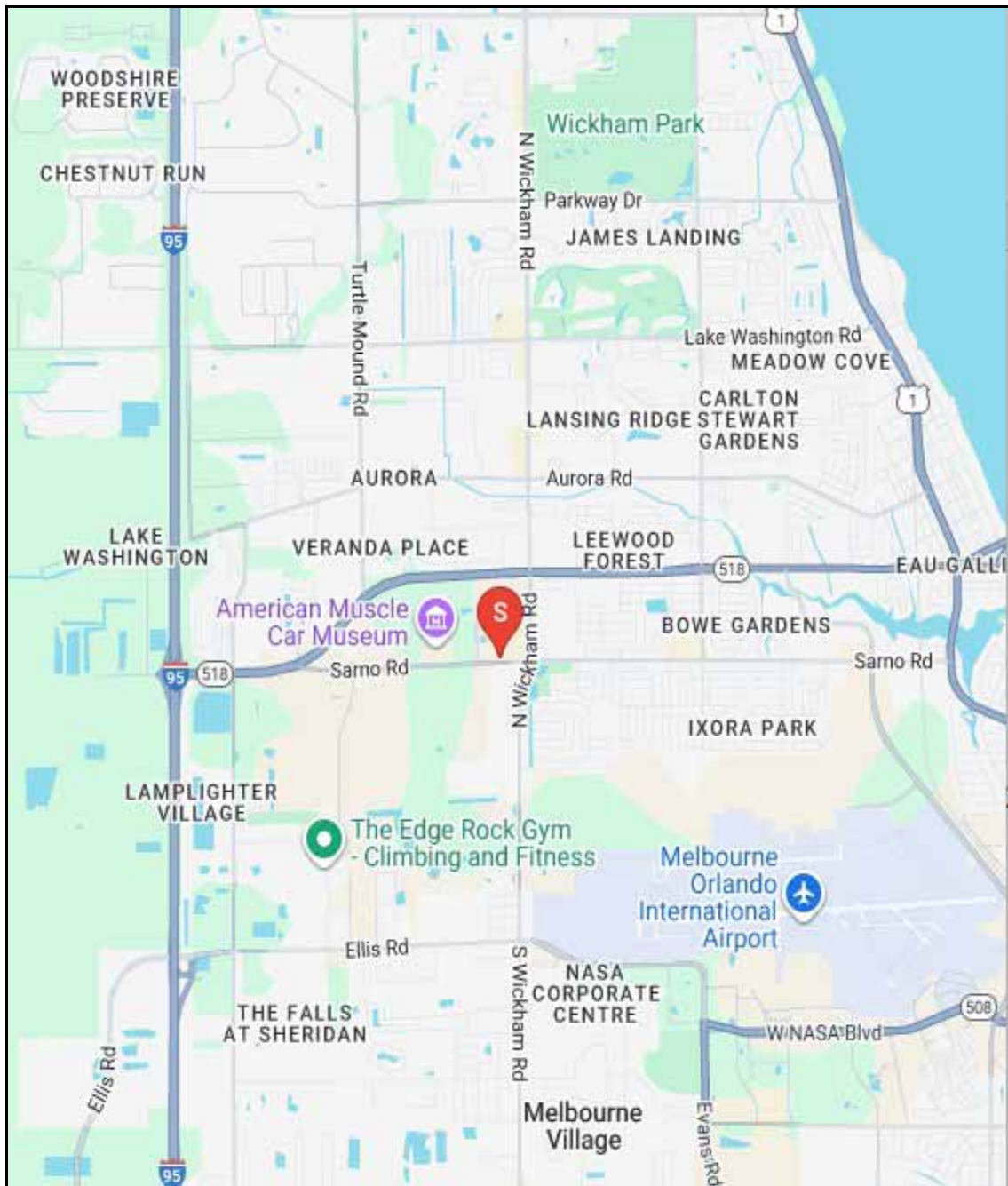
---

## Location Maps

### Regional Perspective



## Neighborhood Perspective



## Neighborhood Analysis

### Location and General Data

The subject is located in the City of Melbourne, on the coast of east central Florida. Melbourne is about an hour's drive south of the Kennedy Space Center and 1½ hour's drive due east of Disney World. Melbourne is approximately 41 square miles in size, with about 80% of this land area in use. As of April 2021, the City of Melbourne's population stands at approximately 85,788. According to data published on January 31, 2022, by the Bureau of Economic and Business Research at the University of Florida, the population continues to grow at a modest rate.

The following boundaries best define the subject's market area: Eau Gallie Blvd. to the north, the Indian River to the east, New Haven Avenue (US Route 192) to the south, and Interstate 95 to the west. This defined area encompasses approximately 20 square miles and is approximately 80% developed.

The market area has a variety of land uses, including light industrial, commercial retail, and office, as well as residential in both low-density single-family and medium-high-density apartments and condos.

### Industrial Development

The Sarno Land Fill and Transfer Station is located south of the subject site. At the time of site visit, the visibility was the only indication that a landfill was nearby. There were no odors, noise, or other potential nuisances observed.

Industrial properties are primarily concentrated located along NASA Boulevard, Ellis Road, and John Rodes Boulevard, as well as within the light industrial subdivisions accessed off of these roads. Several industrial parks are located within the defined area including Skyway Industrial Park, Sarno Road Industrial Park, Industrial Plaza, Ellis Road Industrial Park, Fortune Cookie Park, Woodland Park, Dow Central Park, Industrial Centre, and the Industrial Centre East among others.

Industrial uses within the area include large industrial facilities, manufacturing and assembly, warehouses (multi-bay service warehouses and storage), automotive repair facilities, small engine repair/sales, and construction industry uses (plumbing, tile, carpet, appliances, air conditioning, etc.). The industrial uses in the area are predominantly light industrial in nature and do not appear to adversely affect the surrounding development.

Primary characteristics for buildings in this Industrial area are typified by the following:

- Users generally prefer one-story buildings of concrete block masonry or prefabricated metal construction. Floors are typically concrete slab and exteriors occasionally feature stucco facades to increase appeal.
- Building sizes range from approximately 4,500 square feet to approximately 250,000 square feet and exhibit a median building size of 12,000 square feet and an average of 15,962 square feet. The percentage office space in office/warehouse buildings generally ranges from 10% to 25% of building area.
- Loading doors are most often overhead drive-in doors. At a minimum, warehouse and light manufacturing properties generally have at least two drive-in doors.

- Some properties have loading docks, but it is more to serve the needs of a particular user and is not typical of the market. Depressed loading docks are rare. The best facilities have parking and loading of 6'' concrete or deeper and can support easy ingress-egress for semi-trailer traffic.
- Buildings feature ceiling clear heights ranging from a low of 14' to a high of 31'. The low-end of the range is representative of older or smaller office/warehouse buildings. Conversely, the higher ceiling heights are generally found in newer or larger storage warehouses. Typical heights are 14' to 18'. Storage warehouse buildings range in height from a low of 15' to a high of 26' and average 20 feet.
- Median site coverage rate is 21%.
- Parking ratios range from 1.10 space per 1,000 square feet of building area to 2.10 spaces per 1,000 square feet of building area. The median parking ratio within the area is 1.70 space per 1,000 square feet of building area. The minimum off-street parking ratio under the current zoning classification is 1 space/1,200 SF of warehouse area and 1 space/300 SF office use.

### **Melbourne landfill to soon reach capacity**

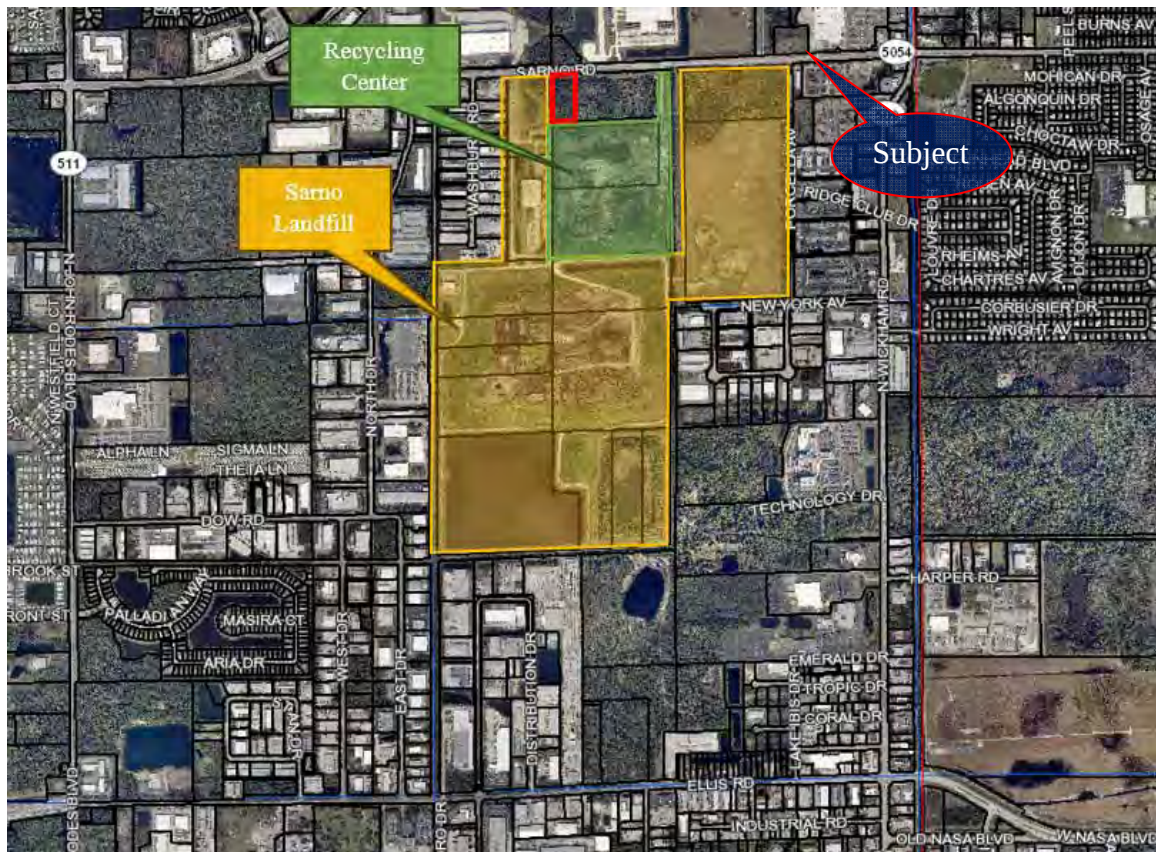
The landfill at Brevard County's Solid Waste Department Sarno Facility, located at 3379 Sarno Rd. in Melbourne, is expected to be at capacity within the next two months, according to Don Walker, communications director for Brevard County Government in an e-mail to Hometown News. Mr. Walker also noted that the facility was originally expected to be at capacity in November 2022.

According to [brevardfl.gov](http://brevardfl.gov), the facility also has a transfer station and a household hazardous waste collection center as well.

To that end, there are now signs posted at the Melbourne landfall to "alert haulers that they will soon be having to take some materials to the Cocoa landfill (the Brevard County Central Landfill, located at 2250 Adamson Rd.)," said Mr. Walker, in an effort to avoid a situation where they show up only to realize the Melbourne landfill is full.

The existing Melbourne facility is what is referred to as a Class III landfill, Mr. Walker said. "Once the landfill can no longer accept Class III waste, all waste that would have been disposed at the Sarno Road Landfill will need to be disposed at the Central Disposal Facility in Cocoa." Mr. Walker said. "Class III waste, all waste that would have been disposed at the Sarno Road Landfill cannot be brought into the Class I transfer station. The Sarno Road facility will continue to operate the Class I transfer station and household hazardous waste collection center, and will continue to accept vegetative waste, metals, waste tires, and white goods." Mr. Walker also noted that construction will begin in the weeks ahead on a new landfill just off U.S. 192 near the Brevard/Osceola County line that is expected to open in 2026.

*Source: Hometown News, "Melbourne landfill to soon reach capacity". Chris Bonanno, January 26, 2023.*



The above map shows the proximity of the subject to the Sarno Landfill & Transfer Station and the Florida Recyclers of Brevard recycling center.

We interviewed Zachary Ullian of the Ullian Realty Group in regards to a property that sold nearby on September 3, 2021. He stated that their sale was nearly an acre and instantly had 3-4 offers. Further, he stated that the Sarno Landfill had no external influence in regards to any of the potential buyers and that the bigger issue was that the industrial property was not connected to sewer and was dependent on an on-site septic system. Additionally, Zachary stated that the Sarno Landfill was predominantly used as a construction waste facility along with household chemicals that did not have an impact on adjacent land uses. The property was located at 598 Washburn Road and is located northwest of the property on the opposite side of the landfill. The property sold for \$287,500 or \$6.60 on a price per land square foot. Another agent, Alan King with One Commercial, sold a 13.2-acre parcel on the corner of Eau Gallie Blvd. & John Rodes Blvd. on January 3, 2023 for \$4,600,000 or \$8.00 per square foot of land area. He stated that in all of his 40+ years in the real estate industry, no one has ever mentioned the Sarno Landfill being a negative drawback or deal breaker; in fact, he says coincidentally it has never been brought up.

### **Amazon Distribution Center**

West of the subject along Sarno Road is an Amazon Distribution Center that opened in August 2024. This 141,360 square foot facility features an electric vehicle charging yard with the capacity to charge up to 737 vans simultaneously.



### **Holmes Regional Medical Center**

The defined area also contains a concentration of medical offices, due to the presence of the Holmes Regional Medical Center. This hospital is the primary care provider for South Brevard and has become a major magnet for neighborhood growth. Within a one-mile radius around Holmes a large medical office park has developed. The medical office market is predominately comprised of numerous freestanding buildings occupied by physician specialists that are on staff or support the hospital.

Within the past 15 years, the hospital was expanded by 50,000 SF to house 12 new operating suites, a pharmacy, a pre-surgical testing center and a new Heart Institute. A new birthing wing was also added. Hospital expansion is continuing with major improvements at the north end of the facility that have necessitated a realignment of Sheridan Road. Also, HealthFirst has 40 acres along Gateway Drive, south of NASA Boulevard, that is improved with a 200,000 square foot medical office project.

### **Orlando Health Melbourne Hospital and Emergency Room**

In October 2024, Orlando Health acquired several hospital properties from a private group that went bankrupt. Included was a hospital located at 250 N. Wickham Road and is now known as Orlando Health Melbourne Hospital that is a 119-bed comprehensive medical and surgical facility with all private rooms. This facility is located approximately one mile south of the subject.



### ***Melbourne-Orlando International Airport***

The subject is primarily comprised of professional office space. Its close proximity to the Orlando-Melbourne International Airport (identified by FAA as MLB) and nearby high tech and aerospace users is the primary influence within the subject's market area (as well as much of the County). MLB serves Florida's Space and Treasure Coasts with domestic and international passengers as well as air freight service. Melbourne-Orlando International Airport is responsible for generating more than \$1 billion per year in economic activity. The airport has three runways and a 200,000-square-foot terminal. Scheduled daily passenger service is provided by Delta Air Lines and Delta Connection, along with limited service by Apex Executive Jet Center. The Melbourne-Orlando International Airport is also home to Melbourne's Greyhound bus terminal which provides daily trips to Florida cities and beyond.

MLB is a thriving hub for aviation, aerospace, and high-technology business. The airport's infrastructure and engineering-oriented workforce have attracted businesses that contribute over \$1 billion of annual economic impact. Brevard County has one of the largest Foreign Trade Zones in the United States, including hubs at MLB, and offers five transportation options: space, sea, highway, rail, and air.

### ***Recent Airpot Growth and Development***

In recent years, the airport has experienced tremendous growth with new and/or expanded facilities by its major tenants, including:

- Sheltair Aviation – a hangar developer at MLB since 1988. The company has constructed numerous T-hangar buildings and several aircraft storage and maintenance hangars at the airport.
- Apex Executive Jet Center (FBO) – established a new FBO facility and aircraft maintenance hangar in 2008 (formerly Baer Air) and then expanded with another hangar and additional apron space in 2017.
- Embraer Executive Jets – the company selected MLB in 2008 to establish its North American Phenom 100 and Phenom 300 assembly and showroom facility. In 2012, the company announced a major expansion of its campus at MLB with the addition of new facilities and the Embraer Engineering and Technology Center USA for research and product development, in effect doubling its initial presence.
- Florida Institute of Technology Research Park (Florida Tech Research Park) – in 2009, the Melbourne Airport Authority and FIT set aside a 100-acre parcel for use as a technology park to enhance and expand Brevard County's technology-research infrastructure and create jobs for the Space Coast. FIT actively promotes the Florida Tech Research Park to attract business, government, and academic allies to identify, facilitate, and accelerate innovation so it can more rapidly be brought to market.
- Kindred Hospital – the long-term, acute care hospital was opened within the Airport Industrial Park (2010)
- Discovery Aviation – since 2011, the company manufactures aircraft (Discovery XL-2 and Discovery 201) and produces aerospace composite structures at MLB
- Florida Institute of Technology (Aviation Programs) – located at the airport since 1968, FIT Aviation relocated and modernized its education, flight training, research, and FBO facilities (2009)

- AeroMod International – established a maintenance, repair, and overhaul (MRO) station at MLB in 2016, primarily servicing commercial service airline aircraft. They took over the recently constructed 83,000 square foot state-of-the-art hangar at MLB that was originally occupied by MidAir USA.
- Northrop Grumman Corporation – located at MLB since 1987, is currently undergoing a \$500 million capital investment to expand its aerospace and defense-related research, engineering, development, testing, production facilities at MLB (ongoing)
- Harris Corporation’s continued investment in its headquarters located adjacent to MLB
- Other notable MLB tenants include AAR Corporation (aircraft maintenance), Southeast Aerospace (aerospace components and services), Circles of Care (hospital), Rockwell-Collins (aerospace and defense), and several technology firms, such as Ricoh USA and Revolutions Technologies.

Recently, in September 2025, the Melbourne Orlando International Airport acquired 176-acres to expand its property for future growth for \$28 million dollars. Below is a map of the recently acquired area:



Melbourne Orlando International Airport to purchase 176 acres of adjacent land for future developments.  
Melbourne Orlando International Airport

## **Additional Airport Recent and Proposed Construction Projects**

### ***Hyatt Place “Fly-In Hotel”***

The new Hyatt Place hotel is a 5-story building that includes 143 rooms, a rooftop bar, and a pool. The location of the fly-in hotel allows aircraft to land and taxi right outside the hotel, allowing air travelers to step straight off the tarmac and into the hotel. The new hotel serves the general public and air travelers. This hotel opened in June of 2023.



### ***Dassault Falcon Jet***

In October 2022, this company announced the planned construction of a maintenance facility at Melbourne Orlando International Airport. The 175,000-square-foot complex is expected to bring more than 400 high-tech, high-paying jobs to the city. The facility will accommodate all current Falcon models (including the new, ultra-long-range Falcon 10X). The state-of-the-art facility will be capable of performing major maintenance and modifications on up to 18 Falcon models simultaneously. Additionally, the site will be home to a 54,000-square-foot paint shop. Construction began in the second quarter of 2023, with the opening set for end of year-2025.



### ***New Police Headquarters Building***

The City of Melbourne broke ground on the new police headquarters on September 14, 2022. The facility is located at the northeast corner of the intersection of Martin Luther King Jr. Boulevard and W. NASA Boulevard. The Joseph Pellicano Law Enforcement Center is a two-story, 76,390-square facility that will house all police divisions in the same location. The new facility is able to withstand a Category 5 Hurricane and key features include concrete tilt wall construction, an emergency generator with a 10,000-gallon fuel tank that can run the facility for two weeks, the ability to easily connect an additional generator and air conditioning system if needed, a backup water system, and a backup sanitary sewer system. The new facility was estimated to cost \$32 million and was completed in November of 2024. The Melbourne Police Department moved into the new facility in early February 2025.



### **Neighborhood Residential Market Activity**

**A quick recap of the Brevard County Residential Report for September 2025:**



Source: Space Coast Association of Realtors

While still undoubtedly a sellers' market, this data suggests a softening of the residential real estate market. This change is likely due to macroeconomic headwinds related to near-record-high inflation rates, increases in borrowing costs, and looming fears of recession. Though the real estate market on a national level has clearly shifted, it is still unclear what impact softening macroeconomic indicators will have on the MSA, given the high levels of immigration that continues to bolster local demand for residential real estate.

## **Access and Linkages**

### ***Transportation and Traffic Patterns***

Interstate 95 is an arterial highway that traverses the east coast of the United States from Maine southward to south Florida. This road also serves as a commuter route for local traffic from Palm Bay to Titusville and beyond. There are currently 16 interchanges serving Brevard County and three servicing Melbourne. The most proximate interchange to the subject is at Eau Gallie Blvd.

Eau Gallie Boulevard is a major east/west arterial highway within the City of Melbourne. Eau Gallie Boulevard connects the Melbourne area with the beaches to the east and Wickham Road and Interstate 95 to the west. Part of the east-bound traffic is siphoned off to Sarno Road, which results in lower average traffic volume on the stretch of Eau Gallie Boulevard. It is noted the subject parcel has frontage along Sarno Road.

Wickham Road, located a short distance west of the subject, is a major north-south collector for much of south Brevard County. It begins in Palm Bay as Minton Road, crosses New Haven Avenue, and extends nearly 10 miles north to its terminus just past Interstate 95 in Viera. Wickham Road features four traffic lanes as well as a center turning lane.

Babcock Street is a four-lane asphalt paved artery with center turn lanes that connects the neighborhood with Palm Bay to the south and with U.S.1 to the northeast.

Highway U.S.1 is a six lane, north-south artery that connects the Melbourne area with Cocoa to the north, Palm Bay to the south, and points beyond. In the subject's neighborhood, this roadway is known as Harbor City Boulevard.

Hibiscus Boulevard is a four-lane east-west collector street that extends from Evans Road to U.S. Highway 1. The street features a center turning lane, increasing access to adjacent parcels from both directions.

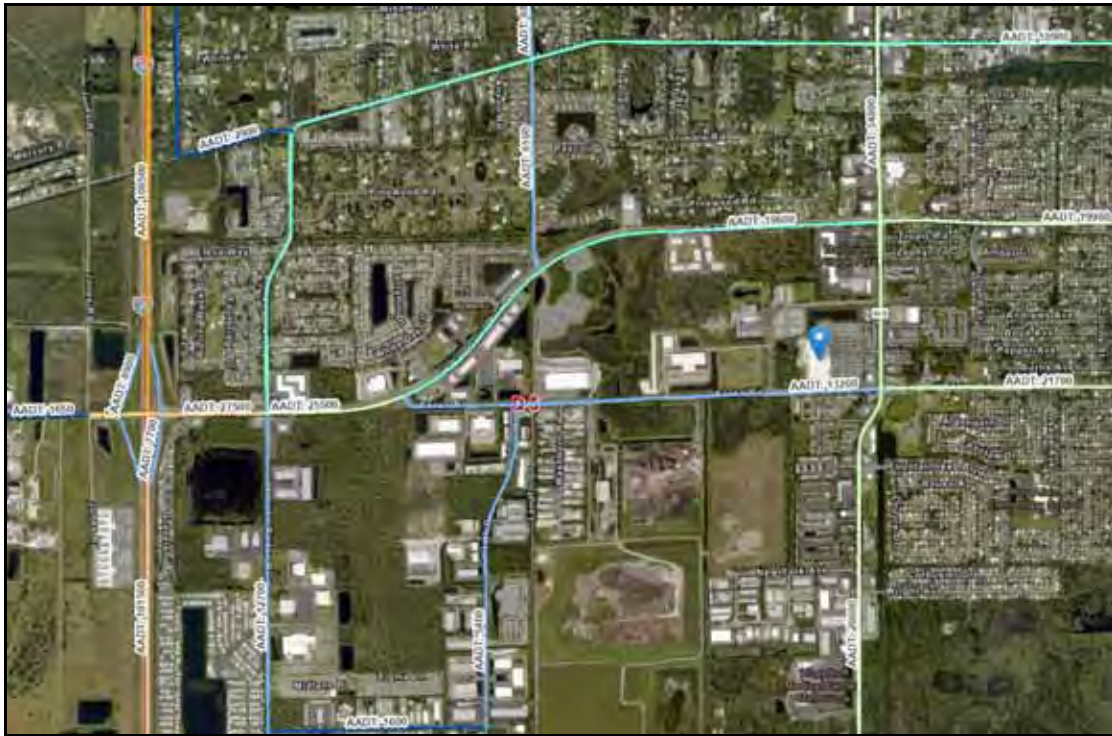
Apollo Boulevard is a secondary traffic artery. At its southern end, Apollo Boulevard is a two-lane road providing access to the medical office district, just west of the regional hospital. It becomes a four-lane road north of NASA Boulevard and continues northwestward across the eastern portion of the Melbourne International Airport property. The road currently ends at the Eau Gallie River, just north of Sarno Road. Eventual plans are to extend the road across the Eau Gallie River to intersect with Eau Gallie Boulevard to alleviate traffic congestion on U.S.1.

NASA Boulevard is a significant east-west feeder street. It runs from Evans Boulevard to U.S. Highway 1. NASA Boulevard accommodates job-related traffic and serves as a traffic-avoiding shortcut.

New Haven Avenue (U.S. 192) is a four-lane, east-west artery with center turn lanes that connects Melbourne with the south Brevard beach communities to the east and with the St. Cloud/Kissimmee area and points between to the west.

## Traffic Count Map

A traffic count map is illustrated below. The subject has frontage along Sarno Road that has traffic levels tracked at 13,200 vehicles per day.



## Brightline High Speed Rail Line

The F.E.C. Railway system is just west of the subject. In Brevard, crews are adding a second set of tracks along the north-south Florida East Coast Railway railbed. Construction has been completed on the Brightline-Orlando extension route. Previously named Virgin Trains, Brightline has completed the second phase of its privately-owned rail network, which will lead through Brevard County.

Company officials planned to launch the Orlando-to-Miami rail service in 2022, though those plans have been delayed. The ribbon cutting ceremony for the Orlando Station is scheduled for April 2023, however, this will not mark the beginning of service. In Brevard County, 110 MPH testing from Post Rd. to Gus Hipp Rd. is scheduled to begin in the third week of March 2023, with opening of service planned for Q2 2023.

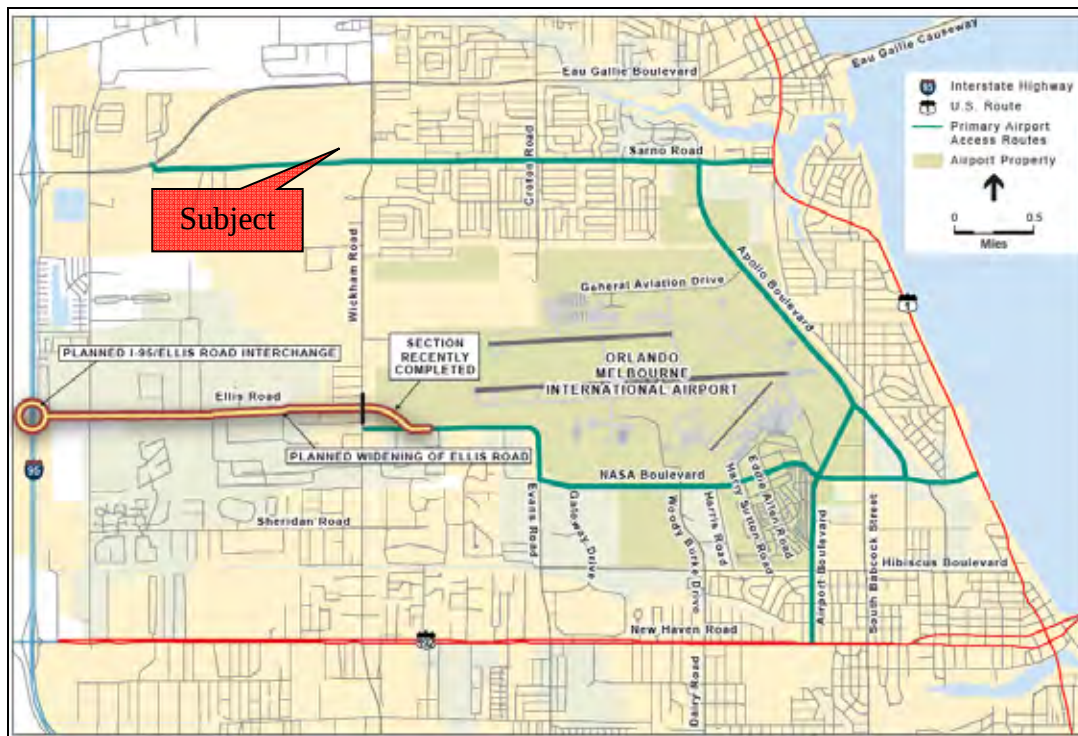
There are plans for stops in Brevard County. In April 2021 Brightline purchased approximately 33 acres in the northeast corner of the subject neighborhood. The \$12.5M purchase has fueled speculation that this will be the location of the Brevard Station. As of June 2022, the location is yet to be finalized. The Interstate 95 cloverleaf is approximately 4 miles west of the property purchased in 2021. Trains will take a second Beachline tunnel to overpasses above I-95 and Pine Street before following the south side of the expressway to an Orlando International Airport rail station.



### St. John's Heritage Parkway / Ellis Road Expansion & I-95 Interchange

The St. John's Heritage Parkway is located in the western portion of the market area. Upon completion, this linkage will wrap around the southern and western portion of Palm Bay and extend into the western part of West Melbourne and Melbourne. This will be a 40-mile roadway. This project is also expected to enhance the development potential of adjoining and nearby properties.

The FDOT has recently completed and opened a new interchange with I-95 at Ellis Road and the widening and upgrading Ellis Road from John Rhodes Blvd to Wickham Road. The project is planned to connect to NASA Blvd at the southwest corner of MLB and provide improved access between MLB and I-95. The project was funded under the State of Florida's Strategic Intermodal System (SIS) program. The following map depicts the location of the new interchange and road widening project in relation to MLB.



This allows Ellis Road to connect and pass over I-95 continuing west and south to St John's Heritage Parkway, which connects U.S. 192 to Malabar Road in Palm Bay.

It is anticipated that this parkway will significantly change the traffic patterns in the West Melbourne area and land parcels within vicinity of this roadway providing convenient access to areas to I-95 alleviating traffic from the two other interchanges on Eau Gallie and U.S. 192 this will additionally allow the west Palm Bay area to navigate to the West Melbourne, Melbourne commercial areas in addition to the direct access to the Orlando-Melbourne International Airport.

Future widening of Ellis Road between Wickham Road and John Rodes Boulevard to four traffic lanes has been mentioned is the Space Coast Transportation Planning Organization's (TPO) top priority reported Florida Today in their article dated June 13, 2023. This project is listed in the 2035 Long Range Transportation Plan. Currently, a Project Development and Environment Study is underway.

The first phase of planning involved a drainage, development and environmental study for the canal that parallels Ellis Rd. The proposed widening resulted in impacts to the canal, requiring relocation and increased costs and impacts to adjacent properties. The proposal has since been changed to enclose the canal within a 48" wide drainage pipe. The changes reduced construction and right of way acquisition costs by an estimated \$10,000,000, though current cost estimates of \$81,100,000 are still considerable higher than last years estimate of approximately \$55,000,000.

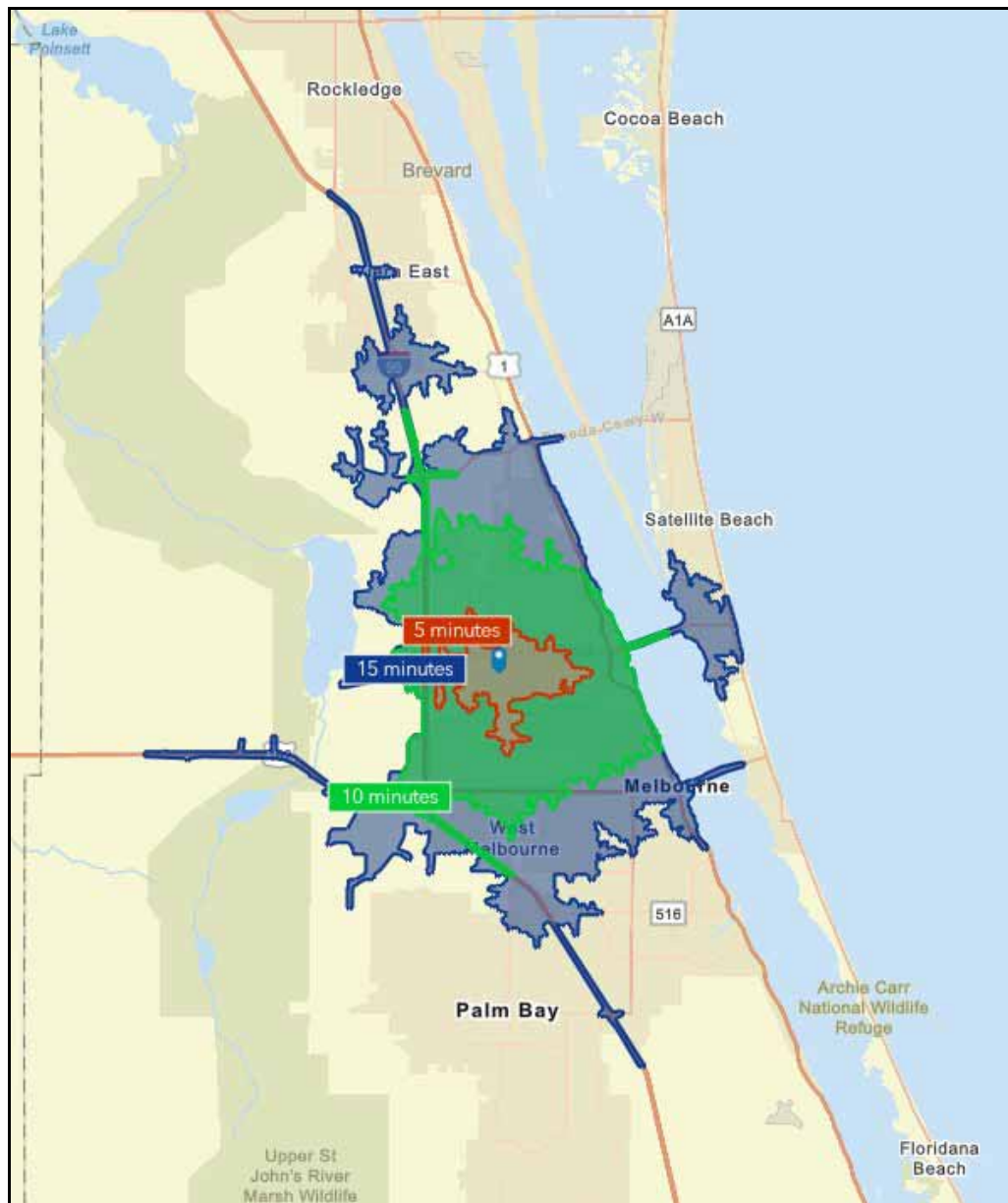
Officials hope construction will begin sometime in the 2025-2026 fiscal year. This schedule depends on several significant variables. The project has current funding of approximately \$30,300,000. Planners hope the majority of the funding gap can be covered by a USDOT Infrastructure for Rebuilding America Grant of approximately \$48,000,000. Another major hurdle is the acquisition of parcels needed for the right of way. Currently, only 14 of 80 required parcels have been acquired.

Construction is expected to take 30-36 months, but could be reduced by 6 months if utilities are moved prior to start of the widening project.

## Demographics

For demographic data, we have included a detailed analysis of the neighborhood provided by ESRI, the endorsed GIS firm utilized by both the Appraisal Institute and CCIM members. This data incorporates information reported by U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI then makes credible forecasts for 2020 and 2025. ESRI converted 1990 Census data into 2000 geography. Due to the geographical factors presented by the Indian River Lagoon, the most appropriate study areas are 5, 10, and 15-minute drive times.

Population and income information for the five, ten and fifteen-minute drive times are shown on the following tables. All three study areas have slight increases forecast for population levels. The fifteen-minute drive time area has the greatest income levels.



Source: Site to Do Business, ESRI, 5-10-15-Minute Drive-Times)

## Community Profile

3130 Sarno Rd, Melbourne, Florida, 32935

Drive time: 5, 10, 15 minute radii



| Population Summary             | 5 minutes | 10 minutes | 15 minutes |
|--------------------------------|-----------|------------|------------|
| 2010 Total Population          | 12,618    | 55,507     | 115,602    |
| 2020 Total Population          | 14,149    | 59,989     | 129,033    |
| 2020 Group Quarters            | 166       | 1,019      | 3,176      |
| 2025 Total Population          | 14,133    | 62,447     | 136,516    |
| 2025 Group Quarters            | 169       | 1,051      | 3,392      |
| 2030 Total Population          | 14,384    | 65,017     | 142,124    |
| 2025-2030 Annual Rate          | 0.35%     | 0.81%      | 0.81%      |
| 2025 Total Daytime Population  | 16,947    | 81,530     | 168,876    |
| Workers                        | 9,466     | 48,147     | 95,476     |
| Residents                      | 7,481     | 33,383     | 73,400     |
| <b>Household Summary</b>       |           |            |            |
| 2010 Total Households          | 5,325     | 24,733     | 50,056     |
| 2010 Average Household Size    | 2.34      | 2.22       | 2.27       |
| 2020 Total Households          | 5,807     | 26,239     | 55,126     |
| 2020 Average Household Size    | 2.41      | 2.25       | 2.28       |
| 2025 Total Households          | 5,892     | 27,651     | 59,028     |
| 2025 Average Household Size    | 2.37      | 2.22       | 2.26       |
| 2030 Total Households          | 6,045     | 28,967     | 61,953     |
| 2030 Average Household Size    | 2.35      | 2.21       | 2.24       |
| 2025-2030 Annual Rate          | 0.51%     | 0.93%      | 0.97%      |
| 2025 Families                  | 3,511     | 15,988     | 35,445     |
| 2025 Average Family Size       | 2.97      | 2.83       | 2.87       |
| 2030 Families                  | 3,588     | 16,784     | 37,164     |
| 2030 Average Family Size       | 2.94      | 2.81       | 2.85       |
| 2025-2030 Growth Rate          | 0.4%      | 1.0%       | 0.9%       |
| <b>Median Household Income</b> |           |            |            |
| 2025                           | \$77,994  | \$80,241   | \$84,522   |
| 2030                           | \$88,212  | \$90,391   | \$96,290   |
| <b>Per Capita Income</b>       |           |            |            |
| 2025                           | \$38,208  | \$43,269   | \$46,640   |
| 2030                           | \$43,694  | \$49,166   | \$52,624   |

## Summary and Conclusion

The defined area has a mix of uses. Single and multi-family uses dominate most interior neighborhood locations, and commercial/light industrial uses dominate along arterial boundaries and crossing thoroughfares. No adverse neighborhood conditions are known to exist (nor were any observed) that would preclude or severely limit subject utilization according to its highest and best use as determined herein.

In comparison to other areas in the region, the market area is rated as follows:

| MARKET AREA ATTRIBUTE RATINGS             |                                                                          |
|-------------------------------------------|--------------------------------------------------------------------------|
| Highway Access                            | Average                                                                  |
| Demand Generators                         | Above Average                                                            |
| Convenience to other supporting land uses | Above Average                                                            |
| Convenience to Public Transportation      | Average                                                                  |
| Employment Stability                      | Above Average                                                            |
| Police and Fire Protection                | Above Average                                                            |
| General Appearance of Properties          | Good                                                                     |
| Appeal to Market                          | Good                                                                     |
| Prices/Value Trend                        | Stable for Residential<br>Stable for Commercial<br>Stable for Industrial |

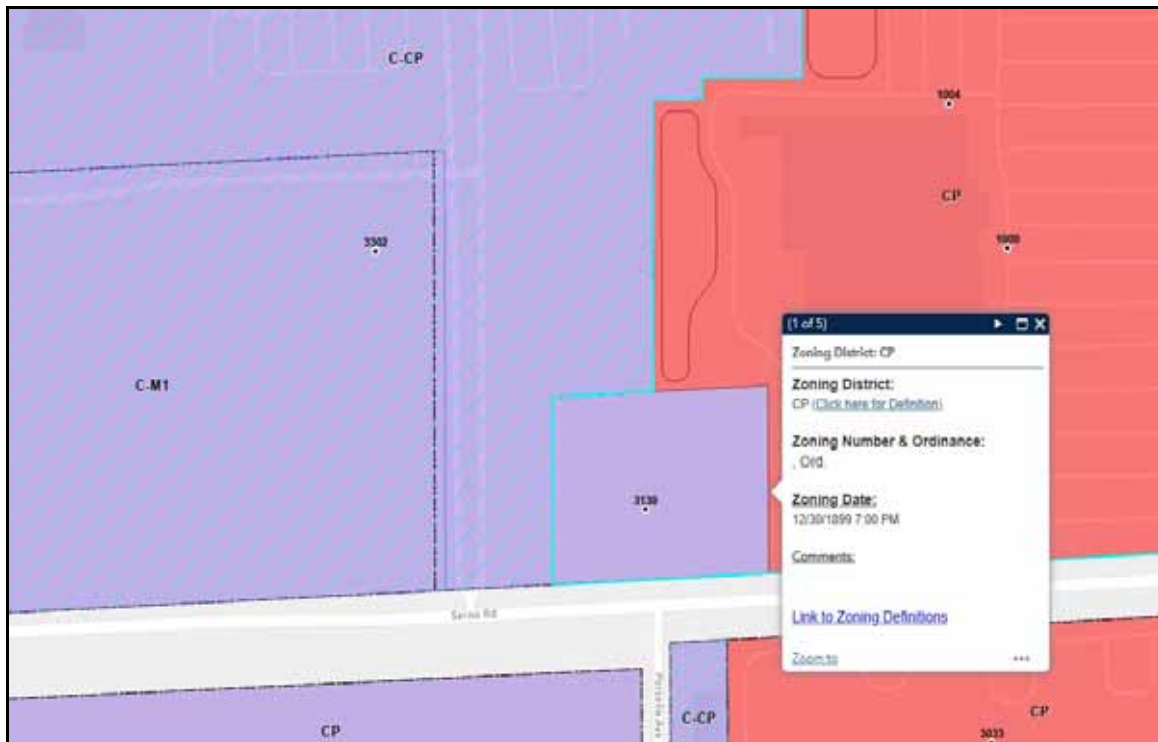
## Zoning

The requirements noted below are not intended to represent all applicable aspects of the ordinance. They do provide the reader with knowledge of general legal parameters.

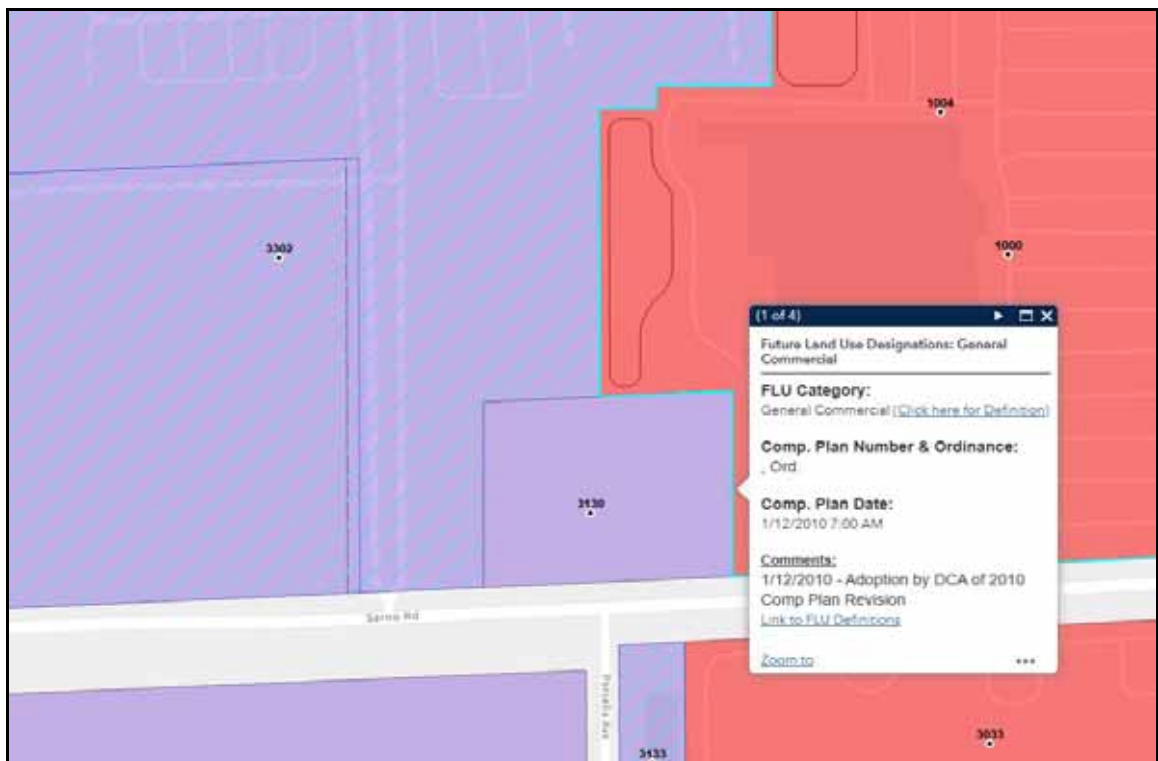
| Zoning Summary                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Zoning Authority</b>              | Melbourne                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Zoning District</b>               | Commercial                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Zoning Code</b>                   | C-P                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Zoning Type/Description</b>       | C-P - Commercial Parkway District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Zoning Intent/Summary</b>         | The provisions of this district are intended to apply to areas located adjacent to a main highway. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the city. Large lot sizes and other restrictions are intended to minimize frequent ingress and egress to the highway from abutting uses, thereby allowing the thoroughfare to serve its primary function of carrying an uninterrupted flow of traffic.                                                                                                                                                                                                                                                                                                                   |
| <b>Permitted Uses</b>                | Permitted uses include but are not limited to: amusement center, assisted living facilities, brewpub, child care facilities, clubs and lodges, community center building, domestic violence shelter, dormitory, multifamily dwellings, single-family dwellings, duplex/triplex dwellings, townhouse dwellings, electronic assembly, hospitals, hotels/motels, house of worship, laboratories (research, medical, and dental) and clinics, nursing and convalescent homes, office/financial institutions, parking facilities as a principal use, plant nurseries, public use, indoor recreation, restaurants, retail, schools, school (non-academic institution), service (business and personal), studio (art), temporary labor agency, vehicle sales and rental with accessory services, veterinary facility. |
| <b>Future Land Use</b>               | Heavy Commercial                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Maximum Site Coverage</b>         | 40% (non-residential & single/two/three/multifamily); 60% (townhome)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Minimum Lot Area</b>              | 22,500 SF (non residential), 12,500 SF (multifamily residential)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Minimum Lot Width</b>             | Width: 150 ft. (non-residential); 120 ft. (multifamily residential)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Minimum Lot Depth</b>             | Depth: 150 ft. (non-residential), 100 ft. (multifamily residential)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Front Set Back Distance</b>       | 50 ft.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Side Yard Distance</b>            | 25 ft. (side interior); 40 ft. (side corner)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Back Yard Distance</b>            | 30 ft.; 10 ft. (rear-abutting alley)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Maximum Building Height</b>       | 4 Floors with a Maximum Height of 48 ft.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Zoning Parking Requirements</b>   | Police/Fire Station - one (1) space per employee on the largest working shifts plus two (2) additional spaces for the public.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Deed Restrictions/Moratoriums</b> | To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Entitlements</b>                  | We were provided no information by ownership that the subject site possesses any Entitlements which would affect the subject site. We assume that the subject does not have Entitlements in place which would significantly affect the value.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Zoning Data Source</b>            | City of Melbourne Code of Ordinances                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Zoning Comments</b>               | Min. Building Area: 300 SF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

**Appraiser's Note:** The client of this appraisal, The City of Melbourne, is proposing a City of Melbourne Fire Station. This would be a permitted use within the C-P Zoning District as it would be considered a Public Use. Further, no discussions have been made on the "plans" to "split" the parcel into two individual parcels but a Planner confirmed that this could be a potential scenario.

## Zoning Map



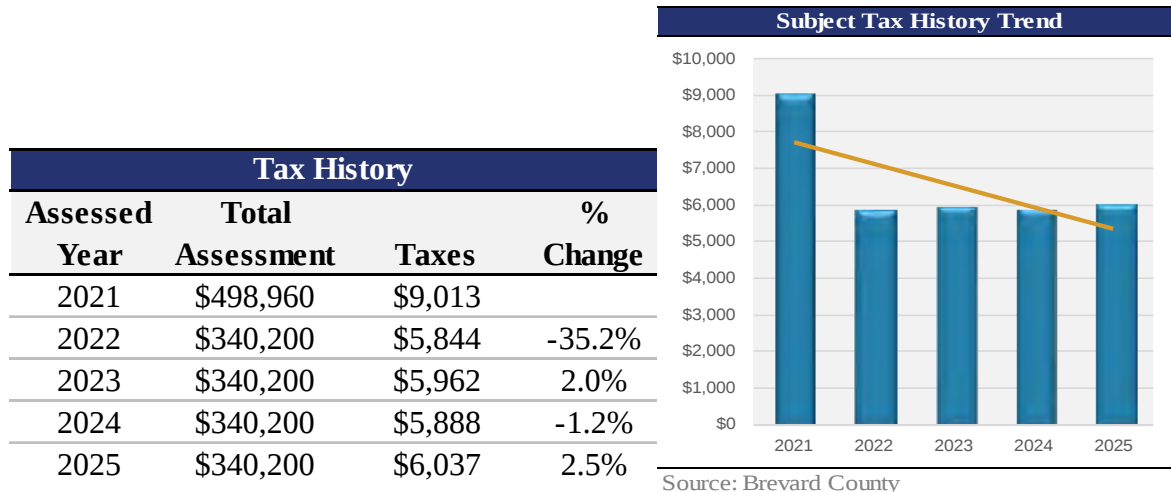
## Future Land Use (FLU) Map



## Assessment and Taxes

| Real Estate Assessment and Taxes |                  |                  |                  |                      |          |                    |
|----------------------------------|------------------|------------------|------------------|----------------------|----------|--------------------|
| Tax ID                           | Total Assessment | Millage Tax Rate | Ad Valorem Taxes | Non Ad Valorem Taxes | Tax Rate | Total Parcel Taxes |
| 27-36-24-00-11                   | \$340,200        | 17.6765          | \$6,013.55       | \$23.76              | 17.6765  | \$6,037.31         |

The tax year runs from January 1st to December 31st. Real estate taxes in Brevard County are paid one year in arrears (2026 taxes are paid in 2027), and are due and payable November 1st of each year or as soon thereafter as the certified tax roll is received by the Tax Collector from the Property Appraiser. Properties in Brevard County are assessed Ad Valorem Taxes and Non-Ad Valorem Taxes. Ad valorem taxes, or real property taxes, are based on the value of such property. Non-ad valorem assessments are NOT based on value but are set amounts. The Non-Ad Valorem Taxes the subject is responsible for goes toward solid waste disposal and emergency medical services. According to Florida law, assessments are to be at 'Full Just Value'. This term is generally held to be 100% Market Value, less reasonable costs of sales. It has been our experience, however, that assessments vary widely in relation to market value as defined in this report. Reassessments are annual based on a calendar year.



**Appraiser's Note:** In 2021, the property sold for a lower amount than the assessed value. In speaking with Brian at the Brevard County Property Appraiser, he stated that the sale was deemed "valid" and that the property was then reassessed at the lower amount (sales price of \$375,000).

## Property Description

The following description is based on our property inspection and public records.

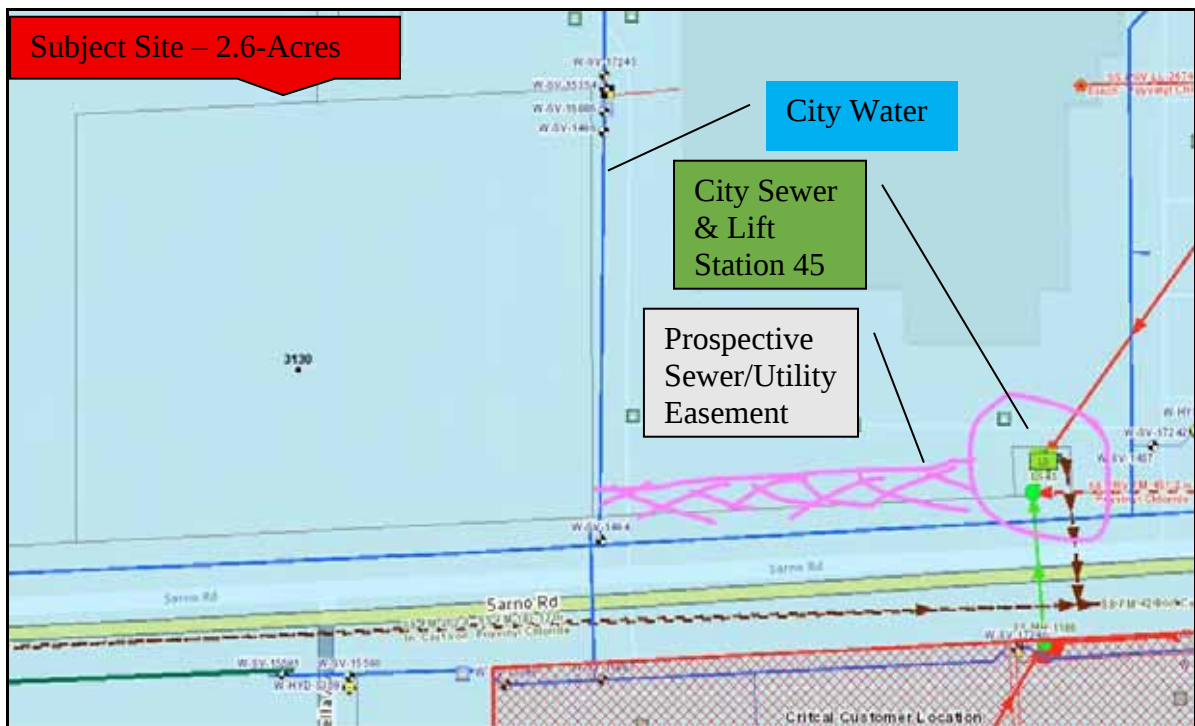
| Site Summary             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Parcel ID                | 27-36-24-00-11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Location                 | The subject has an assigned address of 3000 Block Sarno Road, Melbourne, FL, 32935.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Land Use                 | Commercial                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Current Use              | Vacant Land                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Map Latitude             | 28.121828                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Map Longitude            | -80.674503                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Adjacent Land Uses       | The subject is located in a mixed use area with commercial uses along the arterial roadways and residential uses within interior portions of the neighborhood. North of the subject is a casino, Club 52. South of the subject, across Sarno Road, is vacant land, Castle Park, Residential uses, and industrial uses. West of the subject is the American Muscle Car Museum, an Amazon Distribution Center, and commercial uses along Eau Gallie Blvd. East of the subject is a Walmart Supercenter and outparcels including a gas station (Murphy USA), financial institution (PNC Bank), fast food restaurants (Wendy's, Panda Express, Jersey Mike's Subs, Papa Johns, and Del Taco), and other commercial uses along Sarno Road and N. Wickham Road. |
| Site Analysis & Comments | Site utility is Average. The subject has adequate size, shape, access, utilities, and topography for low intensity commercial use. However, there is a significant amount of wetlands on the site equating to 1.38-acres or approximately 53% of the site that would need mitigation. We have accounted for mitigation costs of approximately \$140,000 in our appraisal analysis to allow the site to be usable in its entirety. Considering neighborhood trends and physical features, the subject site is suited for low to moderate intensity commercial use.                                                                                                                                                                                         |

| Site Size Attributes      |                                                                                                                                                                                                                              |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Gross Land Area (Sq Ft)   | 113,256                                                                                                                                                                                                                      |
| Gross Land Area (Acres)   | 2.60                                                                                                                                                                                                                         |
| Usable Land Area (Sq Ft)  | 53,143                                                                                                                                                                                                                       |
| Usable Land Area (Acres)  | 1.22                                                                                                                                                                                                                         |
| Excess Land Area Comments | There is no indicated excess land. The subject Floor Area Ratio (FAR) meets or exceeds current building trends for this property type.                                                                                       |
| Usable Land Area Comments | According to Brevard County Dept. of Natural Resources Wetland maps, the site contains approximately 1.38 acres of jurisdictional wetlands as defined in Florida Statutes 373.019 (19 – Surface Waters) and (25 – Wetlands). |
| Source for Site Size      | Property appraiser record card and historical survey utilized in listing/marketing of subject property.                                                                                                                      |
| Site Size Analysis        | The total subject land area is typical for a commercial use in the subject neighborhood.                                                                                                                                     |

**Appraiser's Note:** We have made an extraordinary assumption that the 1.38 acres of jurisdictional wetlands on the subject property will be mitigated and have included a deduction of \$140,000 (approximately \$100,000 per acre) for mitigation costs. This is assuming that the geotechnical survey indicates that the wetlands are mid-quality and isolated and not more substantial requiring additional mitigation costs. Additionally, this deduction does not include soil removal, soil replacement, site engineering costs. It is expected that the subject site WILL NEED these costs to physically address the wet soils affecting the northern portion of the subject, but engineering and cost estimates were not available of the appraisal report date. Any user of the report should be aware these atypical costs will impact the market value conclusion.

| Site Utilities        |                                                                       |
|-----------------------|-----------------------------------------------------------------------|
| Adequacy of Utilities | The subject's utilities are typical and adequate for the market area. |
| Public Electricity    | Nearby in elevated power lines provided by FPL.                       |
| Water Supply Type     | Nearby - City Water                                                   |
| Sewer Type            | Nearby - City Sewer                                                   |
| Rail Access           | No                                                                    |

#### Utility Map Provided by City of Melbourne Utility & Engineering Department



**Appraiser's Note:** Mr. James W. Ennis, PE, PMP, City of Melbourne City Engineer, provided the above utility map. Water is located on the eastern elevations of the subject property indicated with a blue line. The sewer would need to be extended via an agreed upon, prospective easement with the adjacent parcel to the east located at 1000 N. Wickham Road (Walmart Supercenter). This easement would tie to lift station 45 with the approximate easement location indicated in pink.

| Site Characteristics             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Land Units                       | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Land Unit Type                   | Lot                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Corner Lot                       | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Dimensions                       | Varies                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Primary Frontage Street Name     | Sarno Road                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Frontage - Primary Street (Feet) | 378                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Average Depth (Feet)             | 305'                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| View                             | Average                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| View Description                 | The primary street frontage is along Sarno Road.                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Access                           | Average                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Access Description               | Access would be required upon development likely from the northern elevation of Sarno Road.                                                                                                                                                                                                                                                                                                                                                                                     |
| Site Visibility                  | Average                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Site Visibility Description      | The site has an average passing traffic which is typical for a medium intensity commercial use.                                                                                                                                                                                                                                                                                                                                                                                 |
| Site Improvements                | The site is vacant commercial land and there are no apparent site improvements.                                                                                                                                                                                                                                                                                                                                                                                                 |
| Off-Site Improvements            | The off-site improvements consist largely of the improved roadways and municipal utilities.                                                                                                                                                                                                                                                                                                                                                                                     |
| Street Lighting                  | There is street lighting along Sarno Road.                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Sidewalks                        | There are sidewalks along Sarno Road.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Curb and Gutter                  | There are curbs and gutters along Sarno Road.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Drainage                         | The subject site is vacant land and does not have any drainage system in place.                                                                                                                                                                                                                                                                                                                                                                                                 |
| Landscaping                      | The subject is vacant land, and does not have any planted landscaping. It is natively vegetated.                                                                                                                                                                                                                                                                                                                                                                                |
| Topography                       | Wooded                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Shape                            | Mostly Rectangular                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Soil Conditions                  | <b>We employ a Hypothetical Condition that 100% of the analyzed subject land is usable after mitigation. Any atypical costs inclusive of site engineering and additional soil replacement costs associated with the wetlands affecting the parcel are outside the scope of this appraisal assignment as geotechnical and cost reports were not available as of the completion of this report. Any user should be aware this costs would affect the market value conclusion.</b> |

***Appraiser's Note: A preliminary site plan was not available as of the appraisal report date. According to Mr. James W. Ennis, PE, PMP, City of Melbourne City Engineer, a return access drive would need to come off of the driveway for the Club 52/American Muscle Car Museum Entrance located on the western elevation of the subject parcel if a City of Melbourne Fire Station were to be constructed. A Geotech report, ordered by the City of Melbourne but not available as of the effective date of the appraisal of November 3, 2025, would establish the limits and depths of soil replacement that would be required within the site. An emergency vehicle exit would be intended to align with Porcella Avenue and likely result in an emergency signal installation. Shown below is a map showing the subject property in relation to the roadways mentioned above.***



| Site Hazards                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FEMA Map #                         | 12009C0581G                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| FEMA Map Date                      | 3/17/2014                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Flood Zone                         | X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| In Flood Plain                     | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Flood Zone Comments                | The Flood Zone X classification denotes areas that are “determined to be outside the 500-year flood”, and are considered to be of minimal flood hazard. The appraiser is not an expert in this matter and is reporting data from FEMA maps.                                                                                                                                                                                                                                                                                                                                       |
| Encumbrance / Easement Description | We were provided a current survey of the subject property, but it did not indicate any easements which would significantly affect value. We were not provided a title policy and we assume that no easements, encumbrances, and or deed restrictions exist that adversely affect subject utility or market value. Accordingly, the market value estimated herein is contingent on the accuracy of this assumption. Please reference Limiting Conditions and Assumptions.                                                                                                          |
| Environmental Issues               | We were provided a Phase I Environmental Assessment prepared by PPM Consultants, Inc. dated October 14, 2025. Upon recommendation by PPM Consultants, a Phase II Environmental Study was ordered for a more comprehensive assessment of the subject property that was not available as of the appraisal report date. Brevard County Natural Resources indicates the presence of 1.38 acres of jurisdictional wetlands along the northern elevation of the subject parcel. We assume this information to be accurate and have utilized 1.38 acres of wetlands within our analysis. |
| Encroachments                      | No encroachments onto the subject property were noted by inspection or survey. We assume there are no encroachments onto the subject site.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Wetlands Type                      | Freshwater Emergent Wetland & Forested/Shrub Riparian                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Wetland Acres                      | 1.38                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Percent Wetlands                   | 53.08%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Wetlands and Watershed Comments    | The site is affected by 1.38-acres of jurisdictional wetlands. We have factored in the costs to mitigate the impacted areas but have not factored in other costs such as soil removal, soil replacement, and other costs to make the land "usable".                                                                                                                                                                                                                                                                                                                               |
| Retention                          | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Possible Nuisance                  | The subject is located north of the Samo Landfill. There were no odors, noise or other potential nuisances observed at time of inspection but this could impact market participants decisions on development.                                                                                                                                                                                                                                                                                                                                                                     |

# National Flood Hazard Layer FIRMette



### Legend

Map ID: 10090C05-81G Date: 1/17/2019

**SPECIAL FLOOD HAZARD AREAS**

- Without Base Flood Elevation (BFE) Zone 1, Zone 2
- With BFE at Depth (Zone 1, Zone 2, Zone 3, Zone 4)
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard, Areas of 5% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone 1)
- Future Conditions 5% Annual Chance Flood Hazard (Zone 1)
- Area with Reduced Flood Risk due to Levees, Sea Walls, etc. (Zone 1)
- Area with Flood Risk due to Levees (Zone 1)

**OTHER AREAS OF FLOOD HAZARD**

- Area of Minimal Flood Hazard (Zone 1)
- Effective 1-Ditch
- Area of Uninsured Flood Hazard (Zone 1)

**OTHER AREAS**

- Channel, Culvert, or Stream Section
- Levee, Dike, or Floodwall

**GENERAL STRUCTURES**

- Cross Sections with 5% Annual Chance Water Surface Elevation
- Coastal Features
- Base Flood Elevation Line (BFE)
- Line of Study
- Jurisdiction Boundary
- Coastal Features Boundary
- Public Boundary
- Hydrographic Feature

**OTHER FEATURES**

- Digital Data Available
- No Digital Data Available

**MAP PANELS**

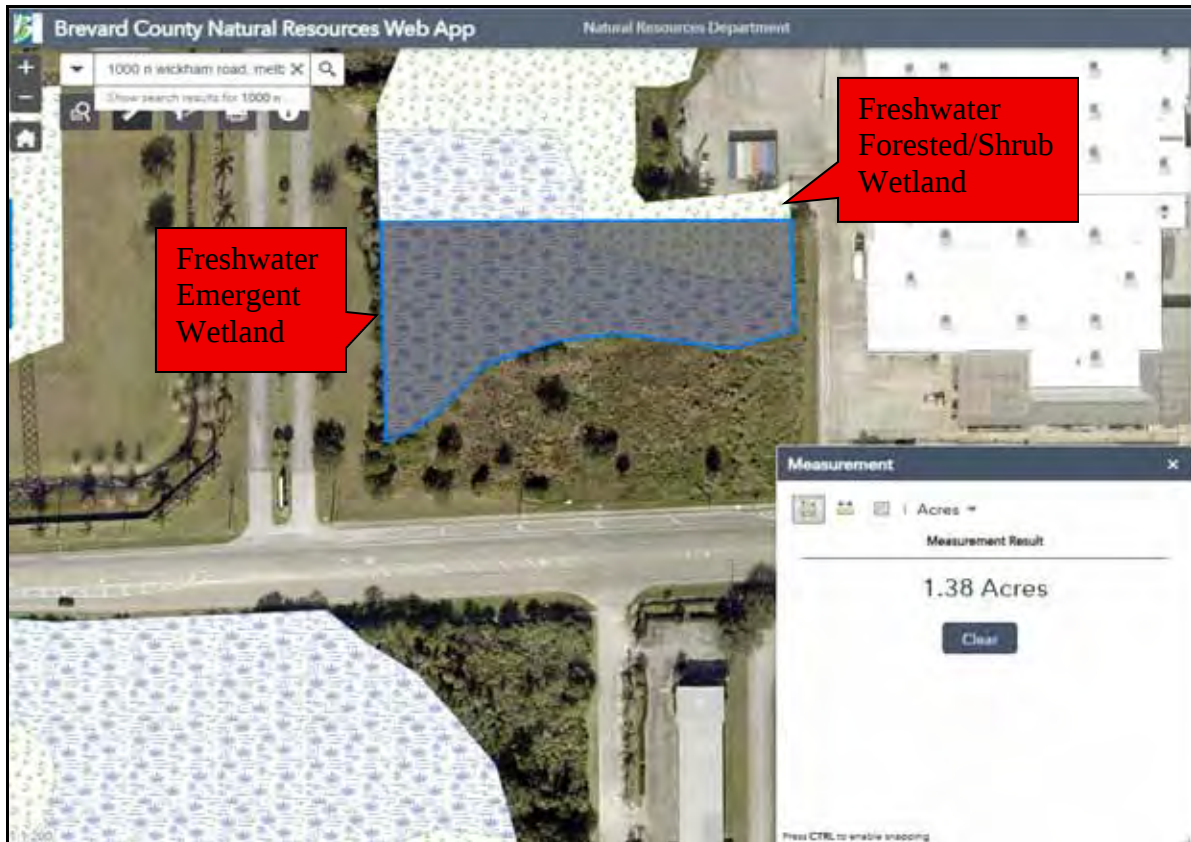
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not used as described below. The following shows compliance with FEMA's standards.

The flood hazard information is derived directly from the authoritative NFHL, with services provided by FEMA. This map was updated on 1/17/2019 at 0:40 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and other information may change or become superseded by new data over time.

This map image is valid if the one or more of the following map elements do not appear: ownership imagery, flood zone labels, legend, scale bar, map creation date, community identifier, FEMA panel number, and FEMA effective date. Map images for unapproved and uncommissioned areas cannot be used for regulatory purposes.

## Wetland Indicated Areas – Brevard County Natural Resources Map



***Appraiser's Note: The client of this appraisal report, The City of Melbourne, c/o Mr. James W. Ennis, PE, PMP, City Engineer, reported that a geotechnical assessment was ordered in order to provide an more accurate indication of the amount and type of jurisdictional wetlands present on the subject's northern elevation. Mr. Ennis reported that 1.38-acres was a fair base analysis for utilization within this appraisal assignment. We assume this information to be accurate and representative of the subject's sites amount of wetlands and if found to be not true, could impact the value conclusion of this appraisal assignment.***

#### **JURISDICTIONAL WETLANDS DISCUSSION**

Jurisdictional wetlands are considered environmentally sensitive and are protected from development by Florida Law (Chapter 403, Florida Statutes) which identified these areas as surface water resources.

Because of the size and presence of these wetlands, the subject property falls under the jurisdiction of several regulatory agencies. These would include, but are not limited to, the St. Johns River Water Management District (SJRWMD), the Florida Department of Environmental Protection (FDEP), and Volusia County Department of Natural Resources.

Jurisdictional wetlands are generally unsuitable for development without rather extensive site work, including filling and mitigation. Filling wetland areas is permitted by the State of Florida as an exception to this law; however, it must be demonstrated that there will be no significant environmental damages or any environmental impacts must be mitigated by creating or improving off-setting wetlands.

Permits to "dredge and fill are issued on a very limited, case-by-case basis and are typically limited to 'filling a very small percentage of low land included in a development intended for adjacent upland areas. These permits are issued on the basis of the assessment of the environmental impact and the probability of obtaining such permits for a parcel are related to the specific intentions of a given development proposal.

Mitigating wetlands is also possible, but comes at significant cost. It can be accomplished several ways, but all are more costly than simply buying non-affected light industrial land.

Thus, development of marsh areas is subject to a myriad of state, federal and local regulations. Further the high level of restrictions, if possible, would incur such substantial development expense as to preclude development feasibility of the subject light industrial land. The vast majority of knowledgeable market participants would not place value on jurisdictional wetlands because they could not significantly be incorporated into a development plan. Depending upon the location of the wetlands, they could also incur additional discount to the remaining subject land if it would increase development costs to work around them or if they create inefficient upland zones (isolate upland areas).

## Phase I Environmental Assessment Report – October 14, 2025



Boozer Trust Property  
Phase I Environmental Site Assessment Report  
October 2025

### EXECUTIVE SUMMARY

PPM Consultants, Inc. (PPM) was retained by the East Central Florida Regional Planning Council (ECFRPC) to conduct a Phase I Environmental Site Assessment (ESA) of the Boozer Trust Property, the subject property, located at north of the intersection of the Samo Road and Porcella Avenue, Melbourne, Florida. The purpose of this assessment was to identify recognized environmental conditions in connection with the subject property by means of interviews, review of record information, and site reconnaissance. The environmental assessment was conducted in conformance with the scope of ASTM International Standard Practice E 1527-21.

PPM performed a site reconnaissance on September 30, 2025. The subject property is comprised of a single parcel (27-36-24-00-11), totaling approximately 2.6 acres. The subject property is currently undeveloped. The current owner of the property is the Otto S. Boozer Revocable Trust.

The subject property was undeveloped from at least 1943 until 2023.

The first historical record for adjoining properties includes an aerial photograph from 1943. North adjoining property consisted of vacant land from 1943 through 1969. By 1972, the area transitioned to undeveloped land followed by a commercial development, and from 1993 through 2023, it remained as undeveloped land followed by a commercial development and two retention ponds. East adjoining property consisted of vacant land from 1943 through 1969. By 1993, the east property transitioned to commercial development and has remained in that use through 2023. South adjoining property consisted of vacant land from 1943 through 1963. By 1969, Samo Road was constructed, and the area remained as Samo Road through 2023. West adjoining property consisted of undeveloped land through 1969, then transitioned to a paved access road of a commercial development by 1972 and remained as paved access road of a commercial development followed by undeveloped land through 2023.

The subject property is bounded by undeveloped land to the north; Walmart Supercenter to the east; Samo Road followed by undeveloped land and commercial development to the south; and Pave access road of Club 52 (Casino) to the west.

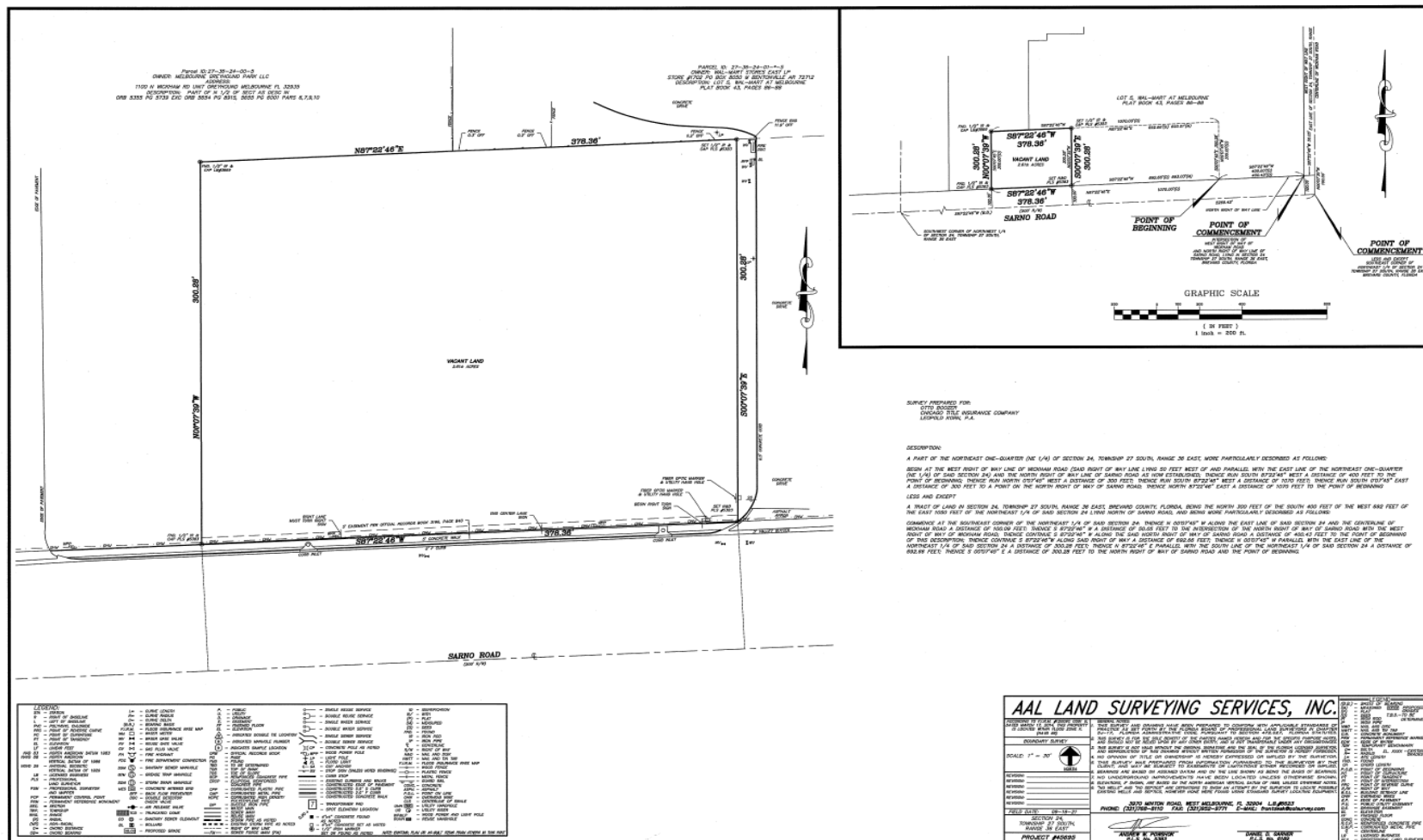
This assessment has revealed the following evidence of the REC in connection with the subject property:

- **Dredged Material Dewatering Activities on the Nearby Site:** Based on the review of a Phase I Environmental Site Assessment conducted on a nearby site (700 feet south of and upgradient of the subject property) prepared by Ardaman in July 2025, dredged material dewatering activities were conducted on this nearby site. Based on its assumed topographic position and proximity to the subject property, the dewatering property located 700 feet south of the subject property represents a REC.

***Appraiser's Note: Based on the preliminary findings and reportings of the Phase I Environmental Site Assessment, a Phase II was ordered by the City of Melbourne. This was not available as of the report date of this appraisal.***

---

Page 312  
Tuttle-Armfield-Wagner Appraisal & Research, Inc.



### Aerial Map



### Eagle View



*The above aerial depictions are from the Brevard County Property Appraiser records. The property boundaries are not exact. They are for illustrative purposes only.*

## Subject Photographs



Subject Land – Southeast Corner



Marketing Signage Along Sarno Road (Facing North)



Southern Elevation – Facing Northwest



Southwest Corner



Southwest Corner – Facing East



East Elevation as Viewed from Adjacent Parcel (Walmart)



Northeast Corner as Viewed From Adjacent Parcel (Walmart)



North Elevation facing South as Viewed from Adjacent Parcel (Walmart)



Northwest Corner as viewed from Adjacent Parcel (Club 52)



View from Southwest Corner Facing Ingress/Egress Drive for Club 52 & American Muscle Car Museum



Sarno Road – Facing East



Sarno Road – Facing West

## Highest and Best Use

Before an opinion of value can be developed, the highest and best use of the property must be determined for both the subject site as though vacant, and for the property as improved. Highest and best use may be defined as

“The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value <sup>1</sup>.”

1. **Permissible Use.** What uses are permitted by zoning and other legal restrictions?
2. **Possible Use.** To what use is the site physically adaptable?
3. **Feasible Use.** Which possible and permissible use will produce any net return to the owner of the site?
4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Because the use of the land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as though vacant and available to be put to its highest and best use, and for the property as improved.

The first determination reflects the fact that land value is derived from potential land use. The highest and best use of a property as improved refers to the optimal use that could be made of the property including all proposed structures.

The determination of the highest and best use of land as though vacant is useful for land or site valuation; determining the highest and best use of an improved property provides a decision regarding continued use or demolition of the property.

### Highest and Best Use As Vacant Legally Permissible

The category of Legally Permissible uses includes an analysis of public development regulations, including current and possible future changes in zoning regulations and procedures, and private constraints including deed restrictions, leases, or any known encumbrances on title.

As discussed earlier in the zoning section, the current zoning in the City of Melbourne is C-P, Commercial Parkway. Permitted uses include but are not limited to: amusement center, assisted living facilities, brewpub, child care facilities, clubs and lodges, community center building, domestic violence shelter, dormitory, multifamily dwellings, single-family dwellings, duplex/triplex dwellings, townhouse dwellings, electronic assembly, hospitals, hotels/motels, house of worship, laboratories (research, medical, and dental) and clinics, nursing and convalescent homes, office/financial institutions, parking facilities as a principal use, plant nurseries, public use, indoor recreation, restaurants, retail, schools, school (non-academic institution), service (business and personal), studio (art), temporary labor agency, vehicle sales and rental with accessory services, veterinary facility. The client's proposed use for a City of Melbourne Fire Station is a permitted use.

---

<sup>1</sup> *The Appraisal of Real Estate* 14<sup>th</sup> Edition, Page 333, Appraisal Institute

To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.

### Physical Factors

The category of Physically Possible uses is an analysis of the subject's ability to support various improvement types. Included in this category is an analysis of the physical attributes of the land, access and transportation, infrastructure and available public services, environmental considerations, along with current and expected future neighborhood development trends.

The subject contains 2.6 total acres with a usable acreage of approximately 1.22 acres based on 1.38 acres of jurisdictional wetlands as identified by the Brevard County Natural Resources Map that is the best available data as of the appraisal report date; however, the most accurate size and type will likely be the result of a geotechnical assessment ordered by the client of this appraisal, the City of Melbourne. The subject is located within a commercial node along Sarno Road east of N. Wickham Road and south of W. Eau Gallie Blvd. as shown below:



The Sarno Land Fill and Transfer Station is located south of the subject site. At the time of site visit, the visibility was the only indication that a landfill was nearby. There were no odors, noise, or other potential nuisances observed. Additionally, the following is noted:

- Nearby industrial sales along Washburn Road southwest of the subject have not indicated lower sales values based on the proximity to the land fill.
- The north side of Sarno Road indicates significant commercial development including a religious facility, Amazon Distribution Center, retail and commercial uses between Sarno and W. Eau Gallie Blvd., and other facilities such as the American Muscle Car Museum.
- There are high employment values and passing traffic from nearby commercial centers, particularly the Sarno Walmart Super Center and close retailers, that would make the subject land supportive to commercial uses.

Site utility is Average. The subject has adequate size, shape, access, utilities, and topography for low intensity commercial use. However, there is a significant amount of wetlands on the site equating to 1.38-acres or approximately 53% of the site that would need mitigation. We have accounted for mitigation costs of approximately \$140,000 in our appraisal analysis to allow the site to be usable in its entirety. Considering neighborhood trends and physical features, the subject site is suited for low to moderate intensity commercial use.

### **Financially Feasible**

Financial Feasibility is an analysis of the property's ability to return the highest possible yield to the investment of land and improvements based on its income-producing capability and the return requirements of investors in the market.

The subject is located in an area of moderate intensity commercial uses benefiting from a location along Sarno Road adjacent to a Walmart Supercenter with several commercial outparcels (primarily restaurants and gas stations) as well as proximity to a regional casino, Club 52, and the American Muscle Car Museum. The subject has sufficient visibility and exposure, coupled with close proximity to other commercial uses, for development with a moderate intensity commercial use.

### **Maximally Productive Use**

Reviewing the permitted principal uses set forth under the zoning ordinance, as well as recent developments in the neighborhood, it is our opinion that the site should be developed with a moderate intensity commercial use.

### **Exposure Time**

Exposure time is the estimated length of time that the subject would have been offered on the market prior to a hypothetical sale of the property on the effective date of the appraisal. Based on data obtained from sales transactions and interviews with market participants, it is our opinion that the probable exposure time for the property at the concluded, "as is", market value is 9-12 Months for the effective date of November 3, 2025. It is noted that the subject property has been listed for sale for 213 days as of the report date.

### **Marketing Period**

Marketing period is an opinion of the amount of time it might take to sell the subject at the concluded market value during the period immediately following the effective date of the appraisal. Because we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is the same as its exposure time. Therefore, we estimate the subject's marketing period to be 9-12 Months for the effective date of November 3, 2025.

## Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

### Cost Approach

The Cost Approach is summarized as follows:

$$\begin{array}{r} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Land Value} \\ \hline = \text{Value} \end{array}$$

### Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

### Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

### Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

### Analyses Applied

| Utilized Approaches to Value                                                                                          |                                     |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>Cost Approach</b>                                                                                                  | <input type="checkbox"/>            |
| The subject is vacant land and this method does not accurately reflect market participant actions.                    |                                     |
| <b>Sales Comparison Approach</b>                                                                                      | <input checked="" type="checkbox"/> |
| There is adequate data to develop a value estimate and this approach reflects market behavior for this property type. |                                     |
| <b>Income Approach</b>                                                                                                | <input type="checkbox"/>            |
| The subject is vacant land and this method does not accurately reflect market participant actions.                    |                                     |

## **Sales Comparison Approach – Land Valuation**

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

### ***Land Comparables – As Is***

We have researched six (6) comparables for this analysis; several of these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction, when available. In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the Price Per Acre.

### Land Comparable 1



### Transaction

|                               |                                  |                                 |                  |
|-------------------------------|----------------------------------|---------------------------------|------------------|
| <b>Address</b>                | Lot 6 Waelti Drive               | <b>ID</b>                       | 16967            |
| <b>City</b>                   | Melbourne                        | <b>Date</b>                     | 6/18/2025        |
| <b>County</b>                 | Brevard                          | <b>Actual Price</b>             | \$695,000        |
| <b>Zip</b>                    | 32940                            | <b>Price Adjustment</b>         | \$0              |
| <b>Tax ID</b>                 | 26-36-12-De-00023.0-0006.00      | <b>Price</b>                    | \$695,000        |
| <b>Grantor</b>                | Oscar Busso & Anne Brucker-Busso | <b>Price Per Acre</b>           | \$408,824        |
| <b>Grantee</b>                | Trevor & Krystal Hise            | <b>Price Per Land SF</b>        | \$9.39           |
| <b>Book/Page or Reference</b> | 10368/1114                       | <b>Price Per Usable Acre</b>    | \$408,824        |
| <b>Financing</b>              | Conventional                     | <b>Sale Verification Source</b> | Wendy Stephenson |

### Site

|                     |                   |                      |                         |
|---------------------|-------------------|----------------------|-------------------------|
| <b>Acres</b>        | 1.70              | <b>Zoning</b>        | BU-2 - Retail,          |
| <b>Land SF</b>      | 74,052            | <b>Utilities</b>     | All Utilities Available |
| <b>Usable Acres</b> | 1.7               | <b>Traffic Count</b> | 0                       |
| <b>Corner</b>       | Corner, no signal | <b>Road Frontage</b> | 549.2'                  |
| <b>Visibility</b>   | Average           | <b>Shape</b>         | Trapezoid               |
| <b>Access</b>       | Average           | <b>Distance</b>      | 7.72                    |

### Sale Comments

This is the closed sale of approximately 1.7 acres of vacant, unimproved commercial land. The property is zoned BU-2 in Unincorporated Brevard County and is situated at the corner of Waelti Drive (primarily an industrial street with an auto salvage and concrete plant nearby). The seller reportedly had proposed plans to utilize the site for RV and Boat storage. Utilities are available to the site.

The property was listed at \$750,000 for approximately 278 days and sold on June 23, 2025 for \$695,000 or \$408,823.53 per acre.

### Land Comparable 2



### Transaction

|                               |                        |                                 |             |
|-------------------------------|------------------------|---------------------------------|-------------|
| <b>Address</b>                | 700 Blk. Atlantis Road | <b>ID</b>                       | 18116       |
| <b>City</b>                   | Melbourne              | <b>Date</b>                     | 9/22/2025   |
| <b>County</b>                 | Brevard                | <b>Actual Price</b>             | \$1,800,000 |
| <b>Zip</b>                    | 32904                  | <b>Price Adjustment</b>         | \$0         |
| <b>Tax ID</b>                 | 27-37-31-27-*4         | <b>Price</b>                    | \$1,800,000 |
| <b>Grantor</b>                | Michael Bandish        | <b>Price Per Acre</b>           | \$526,316   |
| <b>Grantee</b>                | Pending                | <b>Price Per Land SF</b>        | \$12.08     |
| <b>Book/Page or Reference</b> | Pending                | <b>Price Per Usable Acre</b>    | \$526,316   |
| <b>Financing</b>              | Pending                | <b>Sale Verification Source</b> | Seller      |

### Site

|                     |          |                      |                         |
|---------------------|----------|----------------------|-------------------------|
| <b>Acres</b>        | 3.42     | <b>Zoning</b>        | M-1                     |
| <b>Land SF</b>      | 148,975  | <b>Utilities</b>     | All Utilities Available |
| <b>Usable Acres</b> | 3.42     | <b>Traffic Count</b> | 23,530                  |
| <b>Corner</b>       | Interior | <b>Road Frontage</b> | 468                     |
| <b>Visibility</b>   | Average  | <b>Shape</b>         | Roughly rectangular     |
| <b>Access</b>       | Average  | <b>Distance</b>      | 2.35                    |

### Sale Comments

This is pending contract of a 3.42 acre tract of land located along the south side of W NASA. The site is level with heavy vegetation and frontage along both W NASA Blvd and Atlantis Road. It is zoned M-1 with all utilities available to the site. According to the seller, as of August 26, 2025, the property is under contract with approximately 150 days of due diligence. The purchase price was not disclosed. The site is listed for \$1.8 million and has been marketed for 196 days.

### Land Comparable 3



| Transaction                   |                                            |                                 |                       |
|-------------------------------|--------------------------------------------|---------------------------------|-----------------------|
| <b>Address</b>                | XXX Silver Palm Avenue                     | <b>ID</b>                       | 14541                 |
| <b>City</b>                   | Melbourne                                  | <b>Date</b>                     | 9/8/2023              |
| <b>County</b>                 | Brevard                                    | <b>Actual Price</b>             | \$525,000             |
| <b>Zip</b>                    | 32901                                      | <b>Price Adjustment</b>         | \$0                   |
| <b>Tax ID</b>                 | 28-37-03-30-*-1                            | <b>Price</b>                    | \$525,000             |
| <b>Grantor</b>                | Indian Harbour MOB LLC                     | <b>Price Per Acre</b>           | \$420,000             |
| <b>Grantee</b>                | Family Integrative Medicine of Orlando LLC | <b>Price Per Land SF</b>        | \$9.64                |
| <b>Book/Page or Reference</b> | 9892/1828                                  | <b>Price Per Usable Acre</b>    | \$420,000             |
| <b>Financing</b>              | Cash to Seller                             | <b>Sale Verification Source</b> | Milton Ocasio, Broker |

| Site                |         |                      |                       |
|---------------------|---------|----------------------|-----------------------|
| <b>Acres</b>        | 1.25    | <b>Zoning</b>        | C-1                   |
| <b>Land SF</b>      | 54,450  | <b>Utilities</b>     | Public water; Sewer   |
| <b>Usable Acres</b> | 1.25    | <b>Traffic Count</b> |                       |
| <b>Corner</b>       | No      | <b>Road Frontage</b> | Silver Palm Ave - 219 |
| <b>Visibility</b>   | Average | <b>Shape</b>         | Rectangular           |
| <b>Access</b>       | Average | <b>Distance</b>      | 4.25                  |

### Sale Comments

This is a 1.25 acre parcel of commercial land situated on the south side of Silver Palm Avenue in Melbourne. The location is on the fringe of the medical office district that surrounds Holmes Regional Medical Center. The site is mostly level and clear, with a few trees. The site has 219' of road frontage along Silver Palm Avenue, a secondary local roadway. The site is zoned neighborhood commercial with a future land use of General Commercial with the City of Melbourne.

Milton Ocasio, the buyer's broker, reached out to the owner (seller) by mail, and they responded to the offer. The price was negotiated from other commercial sales within Melbourne. The property was not listed for sale or otherwise exposed to market. The buyer reportedly intends to expand the neighboring medical office.

#### Land Comparable 4



#### Transaction

|                               |                    |                                 |                       |
|-------------------------------|--------------------|---------------------------------|-----------------------|
| <b>Address</b>                | 4611 N Wickham Rd. | <b>ID</b>                       | 16388                 |
| <b>City</b>                   | Melbourne          | <b>Date</b>                     | 5/22/2024             |
| <b>County</b>                 | Brevard            | <b>Actual Price</b>             | \$1,500,000           |
| <b>Zip</b>                    | 32935              | <b>Price Adjustment</b>         | \$0                   |
| <b>Tax ID</b>                 | 26-37-31-28-* -A   | <b>Price</b>                    | \$1,500,000           |
| <b>Grantor</b>                | Massaro, John A    | <b>Price Per Acre</b>           | \$595,238             |
| <b>Grantee</b>                | SHW Suntree LLC    | <b>Price Per Land SF</b>        | \$13.66               |
| <b>Book/Page or Reference</b> | 10077/2141         | <b>Price Per Usable Acre</b>    | \$595,238             |
| <b>Financing</b>              | Conventional       | <b>Sale Verification Source</b> | Mike Jaffe, Appraisal |

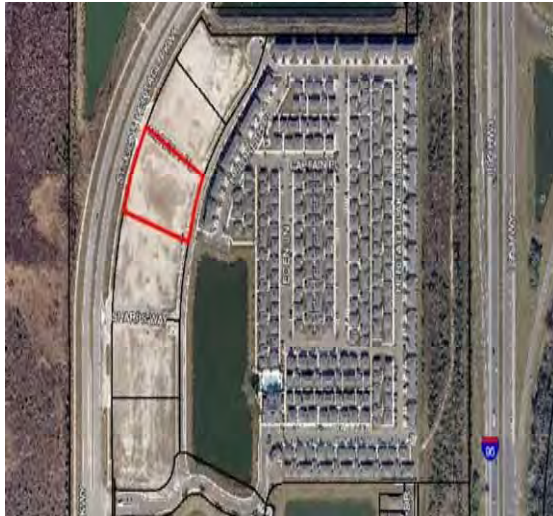
#### Site

|                     |         |                      |                         |
|---------------------|---------|----------------------|-------------------------|
| <b>Acres</b>        | 2.52    | <b>Zoning</b>        | C-1                     |
| <b>Land SF</b>      | 109,771 | <b>Utilities</b>     | All Utilities Available |
| <b>Usable Acres</b> | 2.52    | <b>Traffic Count</b> | 35,940                  |
| <b>Corner</b>       | is not  | <b>Road Frontage</b> | 300                     |
| <b>Visibility</b>   | Average | <b>Shape</b>         | Rectangular             |
| <b>Access</b>       | Average | <b>Distance</b>      | 4.28                    |

#### Sale Comments

The subject property consists of a 2.52-acre commercial parcel located along N Wickham Road in Melbourne, FL. The rectangular site offers direct frontage on N Wickham Road with exposure to 35,940 vehicles per day. Zoned C-1 Commercial, the property includes water, sewer, and stormwater infrastructure. The parcel sold on May 22, 2024, for \$1,500,000 (\$595,238 per acre) after approximately 1,000 days on the market, representing a 6.25% discount from the original asking price of \$1,600,000. The buyer, SHW Suntree LLC, intends to develop a Sherwin Williams retail location on the northwest corner of the site. According to listing information, the remainder of the parcel is currently being marketed for sale at an undisclosed price.

### Land Comparable 5



| Transaction                   |                                       |                                 |                     |
|-------------------------------|---------------------------------------|---------------------------------|---------------------|
| <b>Address</b>                | Heritage Lakes Blvd                   | <b>ID</b>                       | 15694               |
| <b>City</b>                   | Melbourne                             | <b>Date</b>                     | 9/20/2024           |
| <b>County</b>                 | Brevard                               | <b>Actual Price</b>             | \$950,000           |
| <b>Zip</b>                    | 32901                                 | <b>Price Adjustment</b>         | \$0                 |
| <b>Tax ID</b>                 | 27-36-34-01-*4                        | <b>Price</b>                    | \$950,000           |
| <b>Grantor</b>                | Heritage Lakes of West Melbourne Inc. | <b>Price Per Acre</b>           | \$513,514           |
| <b>Grantee</b>                | A Suncastle of Palm Bay, Inc.         | <b>Price Per Land SF</b>        | \$11.79             |
| <b>Book/Page or Reference</b> | 10226/1181                            | <b>Price Per Usable Acre</b>    | \$637,584           |
| <b>Financing</b>              | Market Terms                          | <b>Sale Verification Source</b> | Mike Renfro,        |
| Site                          |                                       |                                 |                     |
| <b>Acres</b>                  | 1.85                                  | <b>Zoning</b>                   | GTWY-1 - Gateway    |
| <b>Land SF</b>                | 80,586                                | <b>Utilities</b>                | To Site             |
| <b>Usable Acres</b>           | 1.49                                  | <b>Traffic Count</b>            | 7,320               |
| <b>Corner</b>                 | No corner                             | <b>Road Frontage</b>            | 284' on St. Johns   |
| <b>Visibility</b>             | Average                               | <b>Shape</b>                    | Roughly rectangular |
| <b>Access</b>                 | Average                               | <b>Distance</b>                 | 2.88                |

### Sale Comments

This is the closed sale of a 1.85-acre parcel of land located in the Heritage Lakes neighborhood of West Melbourne. The parcel is part of a mixed-use, new construction/under construction neighborhood west of the Ellis Road/I-95 Interchange with multifamily and single-family residential construction recently completed. This parcel is outparcel 4 and adjoining lots have plans for other commercial uses with frontage along St. Johns Heritage Parkway. Approximately 0.36 of the site is not usable due to easements.

The property was not listed but had signage along the primary road frontage of St. Johns Heritage Parkway. The property was purchased for \$950,000 equating to \$11.79 on a price per land square foot or \$513,514 on a price per acre basis. The property closed on December 19, 2024 and was recorded with the county property appraiser's office. The property will be developed with a 10,944 SF daycare facility to complement the area residential and commercial growth in this new neighborhood of West Melbourne.

### Land Comparable 6



#### Transaction

|                               |                         |                                 |             |
|-------------------------------|-------------------------|---------------------------------|-------------|
| <b>Address</b>                | Not assigned            | <b>ID</b>                       | 16928       |
| <b>City</b>                   | Cocoa                   | <b>Date</b>                     | 10/23/2024  |
| <b>County</b>                 | Brevard                 | <b>Actual Price</b>             | \$1,350,000 |
| <b>Zip</b>                    | 32926                   | <b>Price Adjustment</b>         | \$0         |
| <b>Tax ID</b>                 | 24-36-07-00-524         | <b>Price</b>                    | \$1,350,000 |
| <b>Grantor</b>                | Michael A DiChristopher | <b>Price Per Acre</b>           | \$467,128   |
| <b>Grantee</b>                | CSCQ-Cocoa LLC          | <b>Price Per Land SF</b>        | \$10.72     |
| <b>Book/Page or Reference</b> | 10193/2587              | <b>Price Per Usable Acre</b>    | \$574,468   |
| <b>Financing</b>              | Conventional            | <b>Sale Verification Source</b> | Michael A   |

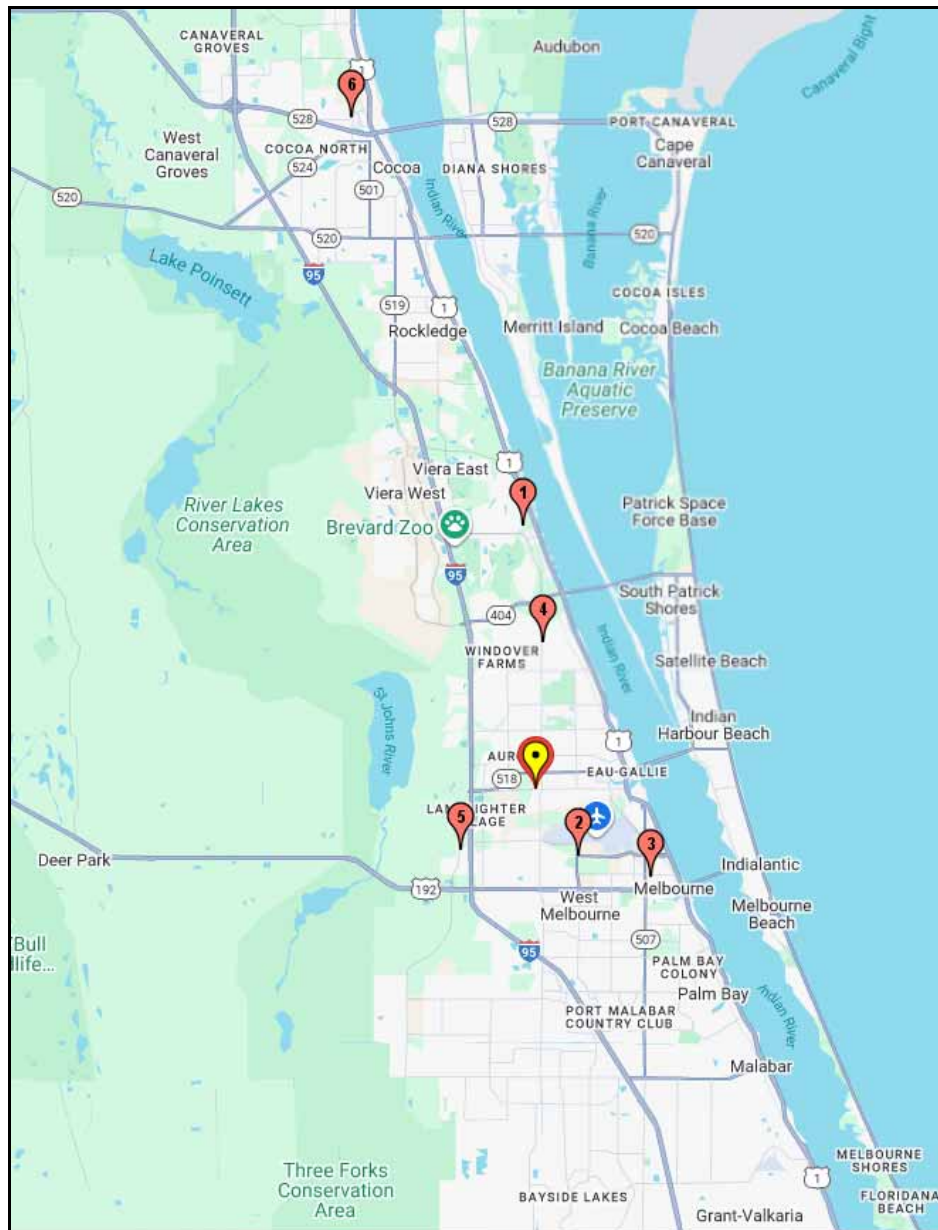
#### Site

|                     |               |                      |                 |
|---------------------|---------------|----------------------|-----------------|
| <b>Acres</b>        | 2.89          | <b>Zoning</b>        | M-2             |
| <b>Land SF</b>      | 125,888       | <b>Utilities</b>     | Nearby (City    |
| <b>Usable Acres</b> | 2.35          | <b>Traffic Count</b> | 13,030          |
| <b>Corner</b>       | Corner        | <b>Road Frontage</b> | 410' on Grissom |
| <b>Visibility</b>   | Above Average | <b>Shape</b>         | Irregular       |
| <b>Access</b>       | Above Average | <b>Distance</b>      | 20.45           |

#### Sale Comments

This comparable sale is a 2.89-acre parcel of vacant land located at a signalized corner in the City of Cocoa. The property is zoned M-2, Heavy Industrial, which permits a wide range of intensive industrial uses. The property ultimately sold for \$1,350,000, which equates to \$467,128 per gross acre. However, the site is encumbered by wetlands; engineering plans submitted to the St. Johns River Water Management District (SJRWMD) and public wetland maps both indicate approximately 0.54 acres of wetlands. This reduces the net usable area to approximately 2.35 acres, reflecting a price of \$574,468 per net usable acre. The property had a prolonged marketing history, having been listed intermittently over a cumulative period of seven years. The original asking price was \$1,500,000, and the seller informed us that a prior contract at that price had fallen through. A critical condition of the sale is that the property transferred without any approved plans or entitlements, despite the prior submittals to SJRWMD. The buyer reportedly intends to develop the site for fuel tanker operations.

## Comparables Map



| Legend  | Address                | City      | Distance    |
|---------|------------------------|-----------|-------------|
| Subject | 3000 Block Sarno Road  | Melbourne |             |
| Comp 1  | Lot 6 Waelti Drive     | Melbourne | 7.71 miles  |
| Comp 2  | 700 Blk. Atlantis Road | Melbourne | 2.35 miles  |
| Comp 3  | XXX Silver Palm Avenue | Melbourne | 4.26 miles  |
| Comp 4  | 4611 N Wickham Rd.     | Melbourne | 4.28 miles  |
| Comp 5  | Heritage Lakes Blvd    | Melbourne | 2.88 miles  |
| Comp 6  | Not assigned           | Cocoa     | 20.44 miles |

---

### ***Analysis Grid***

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

| Land Analysis Grid                 |                           | Comp 1                  | Comp 2                  | Comp 3                 | Comp 4                  | Comp 5              | Comp 6                    |
|------------------------------------|---------------------------|-------------------------|-------------------------|------------------------|-------------------------|---------------------|---------------------------|
| Address                            | 3000 Block Sarno Road     | Lot 6 Waelti Drive      | 700 Blk. Atlantis Road  | XXX Silver Palm Avenue | 4611 N Wickham Rd.      | Heritage Lakes Blvd | Not assigned              |
| City                               | Melbourne                 | Melbourne               | Melbourne               | Melbourne              | Melbourne               | Melbourne           | Cocoa                     |
| County                             | Brevard                   | Brevard                 | Brevard                 | Brevard                | Brevard                 | Brevard             | Brevard                   |
| Date                               | 11/3/2025                 | 6/18/2025               | 9/22/2025               | 9/8/2023               | 5/22/2024               | 9/20/2024           | 10/23/2024                |
| Price                              | --                        | \$695,000               | \$1,800,000             | \$525,000              | \$1,500,000             | \$950,000           | \$1,350,000               |
| Acres                              | 2.60                      | 1.70                    | 3.42                    | 1.25                   | 2.52                    | 1.85                | 2.89                      |
| Acre Unit Price                    |                           | \$408,824               | \$526,316               | \$420,000              | \$595,238               | \$513,514           | \$467,128                 |
| <b>Transaction Adjustments</b>     |                           |                         |                         |                        |                         |                     |                           |
| Property Rights                    | Fee Simple                | Fee Simple              | 0.0%                    | Fee Simple             | 0.0%                    | Fee Simple          | 0.0%                      |
| Financing                          | Conventional              | Conventional            | 0.0%                    | Pending                | 0.0%                    | Cash to Seller      | 0.0%                      |
| Conditions of Sale                 | Cash                      | None noted              | 0.0%                    | Pending                | -5.0%                   | None Known          | 0.0%                      |
| Expend. After Sale                 |                           | 0                       | 0                       | 0                      | 0                       | 0                   | 0                         |
| <b>Adjusted Acre Unit Price</b>    |                           | <b>\$408,824</b>        | <b>\$500,000</b>        | <b>\$420,000</b>       | <b>\$595,238</b>        | <b>\$513,514</b>    | <b>\$467,128</b>          |
| Subsequent Trends Ending           | 11/3/2025                 | 0.0%                    | 0.0%                    | 0.0%                   | 0.0%                    | 0.0%                | 0.0%                      |
| <b>Adjusted Acre Unit Price</b>    |                           | <b>\$408,824</b>        | <b>\$500,000</b>        | <b>\$420,000</b>       | <b>\$595,238</b>        | <b>\$513,514</b>    | <b>\$467,128</b>          |
| <b>Characteristics Adjustments</b> |                           |                         |                         |                        |                         |                     |                           |
| Location                           | Average                   | Average                 | Average                 | Average                | Average                 | Average             | Below Average             |
| % Adjustment                       |                           | 0%                      | 0%                      | 0%                     | 0%                      | 0%                  | 5%                        |
| Qualitative                        |                           | Similar                 | Similar                 | Similar                | Similar                 | Similar             | Inferior                  |
| Acres                              | 2.60                      | 1.70                    | 3.42                    | 1.25                   | 2.52                    | 1.85                | 2.89                      |
| % Adjustment                       |                           | 0%                      | 0%                      | -5%                    | 0%                      | 0%                  | 0%                        |
| Qualitative                        |                           | Similar                 | Similar                 | Superior               | Similar                 | Similar             | Similar                   |
| Topography                         | Wooded                    | Wooded                  | Level                   | Level/Partially Clear  | Level/Partially Wooded  | Level               | Level/Wooded              |
| % Adjustment                       |                           | 0%                      | -5%                     | -5%                    | -5%                     | -5%                 | -5%                       |
| Qualitative                        |                           | Similar                 | Superior                | Superior               | Superior                | Superior            | Superior                  |
| Shape                              | Mostly Rectangular        | Trapezoid               | Roughly rectangular     | Rectangular            | Rectangular             | Roughly rectangular | Irregular                 |
| % Adjustment                       |                           | 0%                      | 0%                      | 0%                     | 0%                      | 0%                  | 0%                        |
| Qualitative                        |                           | Similar                 | Similar                 | Similar                | Similar                 | Similar             | Similar                   |
| Utilities                          | Nearby (City Water/Sewer) | All Utilities Available | All Utilities Available | Public water; Sewer    | All Utilities Available | Stubbed to Site     | Nearby (City Water/Sewer) |
| % Adjustment                       |                           | 0%                      | 0%                      | 0%                     | 0%                      | -10%                | 0%                        |
| Qualitative                        |                           | Similar                 | Similar                 | Similar                | Similar                 | Superior            | Similar                   |
| Zoning                             | C-P                       | BU-2 - Retail,          | M-1                     | C-1                    | C-1                     | GTWY-1 - Gateway    | M-2                       |
| % Adjustment                       |                           | 0%                      | 0%                      | 0%                     | 0%                      | 0%                  | -10%                      |
| Qualitative                        |                           | Similar                 | Similar                 | Similar                | Similar                 | Similar             | Superior                  |
| Traffic Count                      | 13,200                    | 0                       | 23,530                  | 0                      | 35,940                  | 7,320               | 13,030                    |
| % Adjustment                       |                           | 5%                      | -5%                     | 5%                     | -10%                    | 0%                  | 0%                        |
| Qualitative                        |                           | Inferior                | Superior                | Inferior               | Superior                | Similar             | Similar                   |
| <b>Adjusted Acre Unit Price</b>    |                           | <b>\$429,265</b>        | <b>\$475,000</b>        | <b>\$378,000</b>       | <b>\$476,190</b>        | <b>\$462,162</b>    | <b>\$420,415</b>          |
| Net Adjustments                    |                           | 5.0%                    | -5.0%                   | -10.0%                 | -20.0%                  | -10.0%              | -10.0%                    |
| Gross Adjustments                  |                           | 5.0%                    | 15.0%                   | 20.0%                  | 20.0%                   | 20.0%               | 20.0%                     |

## **Analysis and Adjustments**

In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the price paid per land unit. For Property Rights, Financing, Conditions of Sale, Expenditures After Purchase, and Time-Market Conditions adjustments we have applied Quantitative adjustments. Quantitative analysis is used for the remaining physical features. We have considered each sale regarding its relative similarity with the subject in the factors noted above. Then a conclusion is drawn regarding the comparable sale's overall similarity with the subject.

### **Property Rights**

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties owned in fee simple and in leased fee or partial interests. All sales reported fee simple property rights, and no adjustments for this category are indicated.

### **Financing**

This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage which has no prepayment clause or a very costly prepayment clause. Such atypical financing often plays a role in the negotiated sale price. In this case, no adjustment is warranted.

### **Conditions of Sale**

This category reflects extraordinary motivations of the buyer or seller to complete the sale. Examples include a purchase for assemblage involving anticipated incremental value or a quick sale for cash. This adjustment category may also reflect a distress-related sale, or a corporation recording a non-market price. Comparable 2 is a pending sale and a downward -5.0% adjustment is warranted. No other adjustments are warranted.

### **Economic Trends**

This category reflects investors' perceptions of prevailing market conditions. This adjustment category reflects value changes, if any, which have occurred between the date of the sale and the effective date of the appraisal. Overall, all sale comparables presented have occurred since September 2023 and no significant adjustments occurred during that period. No adjustments were necessary for economic trends/time.

### **Location**

The subject's surrounding neighborhood is considered to be Average. The comparables are adjusted accordingly and all are located in or near the City of Melbourne with the exception of Comparable 6 located in Cocoa. This location is inferior to the subject's location and a downward -5.0% adjustment is warranted. Adjustments also consider traffic count and visibility.

### **Physical Characteristics**

The sales are adjusted qualitatively for physical characteristic differences. We considered the Land Size (Acreage), Topography, Shape, Access to utilities, Zoning, and Traffic Count.

Land Sale 1, located in the city of Melbourne, represents a Closed Sale of \$695,000 and is considered slightly inferior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The traffic count is deemed inferior to the subject and an upward adjustment of 5.0% is applied. Adjustments for location, acres, topography, shape, utilities and zoning were not necessary. A gross adjustment of 5.0% and net adjustment of 5.0% is applied as discussed in the analysis above.

Land Sale 2, located in the city of Melbourne, represents a Pending Contract of \$1,800,000 and is considered superior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale require a downward adjustment of -5.0%. The topography is deemed superior to the subject and a downward adjustment of -5.0% is applied. The traffic count is deemed superior to the subject and a downward adjustment of -5.0% is applied. Adjustments for location, acres, shape, utilities and zoning were not necessary. A gross adjustment of 15.0% and net adjustment of -5.0% is applied as discussed in the analysis above.

Land Sale 3, located in the city of Melbourne, represents a Closed Sale of \$525,000 and is considered very inferior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. A downward adjustment of -5.0% is warranted for the acres of the comparable. The topography is deemed superior to the subject and a downward adjustment of -5.0% is applied. The traffic count is deemed inferior to the subject and an upward adjustment of 5.0% is applied. Adjustments for location, shape, utilities and zoning were not necessary. A gross adjustment of 20.0% and net adjustment of -10.0% is applied as discussed in the analysis above.

Land Sale 4, located in the city of Melbourne, represents a Closed Sale of \$1,500,000 and is considered superior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The topography is deemed superior to the subject and a downward adjustment of -5.0% is applied. The traffic count is deemed superior to the subject and a downward adjustment of -10.0% is applied. Adjustments for location, acres, shape, utilities and zoning were not necessary. A gross adjustment of 20.0% and net adjustment of -20.0% is applied as discussed in the analysis above.

Land Sale 5, located in the city of Melbourne, represents a Closed Sale of \$950,000 and is considered slightly superior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The topography is deemed superior to the subject and a downward adjustment of -5.0% is applied. The utilities are deemed superior to the subject and a downward adjustment of -10.0% is applied. Adjustments for location, acres, shape, zoning and traffic count were not necessary. A gross adjustment of 20.0% and net adjustment of -10.0% is applied as discussed in the analysis above.

Land Sale 6, located in the city of Cocoa, represents a Closed Sale of \$1,350,000 and is considered slightly inferior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The location is deemed inferior to the subject and an upward adjustment of 5.0% is applied. The topography is deemed superior to the subject and a downward adjustment of -5.0% is applied. A downward adjustment of -10.0% is warranted for the zoning of the comparable. Adjustments for acres, shape, utilities and traffic count were not necessary. A gross adjustment of 20.0% and net adjustment of -10.0% is applied as discussed in the analysis above.

### **Sales Comparison Approach Conclusion**

The adjusted values of the comparable properties range on a per acre basis from \$378,000 to \$476,190; the average is \$440,172 per acre, and the median is \$445,713 per acre. Using the indicated average, we reconcile to a value of \$440,000 per acre.

| <b>Land Value Ranges &amp; Reconciled Value</b> |                 |                   |                    |            |
|-------------------------------------------------|-----------------|-------------------|--------------------|------------|
| <b>Number of Comparables:</b>                   | <b>6</b>        | <b>Unadjusted</b> | <b>Adjusted</b>    | <b>% Δ</b> |
|                                                 | <b>Low:</b>     | \$408,824         | \$378,000          | -8%        |
|                                                 | <b>High:</b>    | \$595,238         | \$476,190          | -20%       |
|                                                 | <b>Average:</b> | \$488,503         | \$440,172          | -10%       |
|                                                 | <b>Median:</b>  | \$490,321         | \$445,713          | -9%        |
| <b>Reconciled Value/Unit Value:</b>             |                 |                   | \$440,000          | acre       |
| <b>Subject Size:</b>                            |                 |                   | 2.60               |            |
| <b>Indicated Value:</b>                         |                 |                   | \$1,144,000        |            |
| <b>Adjustments</b>                              |                 |                   |                    |            |
| <b>Wetlands Mitigation Estimate:</b>            |                 |                   | -\$140,000         |            |
| <b>As Is Indicated Value:</b>                   |                 |                   | <b>\$1,004,000</b> |            |
| <b>Reconciled Final As Is Value:</b>            |                 |                   | <b>\$1,000,000</b> |            |
| <b>One Million Dollars</b>                      |                 |                   |                    |            |

**Appraiser's Note:** We have made an extraordinary assumption that the 1.38 acres of jurisdictional wetlands on the subject property will be mitigated and have included a deduction of \$140,000 (approximately \$100,000 per acre) for mitigation costs. This is assuming that the geotechnical survey indicates that the wetlands are mid-quality and isolated and not more substantial requiring additional mitigation costs. Additionally, this deduction does not include soil removal, soil replacement, site engineering costs. It is expected that the subject site WILL NEED these costs to physically address the wet soils affecting the northern portion of the subject, but engineering and cost estimates were not available of the appraisal report date. Any user of the report should be aware these atypical costs will impact the market value conclusion.

## Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior, and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with the other in order to arrive at the As Is Value.

### Value Indications

| Summary of Values        |                    |
|--------------------------|--------------------|
| Value Premise            | As Is              |
| Date of Value            | 11/3/2025          |
| Value Type               | Market Value       |
| Value Perspective        | Current            |
| Interest Appraised       | Fee Simple         |
| Land Analysis            | \$1,000,000        |
| <b>Value Conclusion:</b> | <b>\$1,000,000</b> |

### Cost Approach

The Cost Approach to Value is most applicable for new, nearly new, or proposed improvements which represent the Highest and Best Use for the land. A cost approach was not applied as the subject is vacant land and this method does not accurately reflect market participant actions.

### Sales Comparison Approach

The Sales Comparison Approach is most reliable when the market provides an ample supply of improved comparable sales. A sales comparison analysis was considered and was developed as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type. We presented six (6) similar commercial land comparables with similar attributes with a weighted average of \$440,000 per acre. A -\$140,000 deduction has been made in order to arrive at the Current Market Value Indication. This approach to value is credible to meet the needs of the client.

### Income Approach – Direct Capitalization

An income approach was not applied as the subject is vacant land and this method does not accurately reflect market participant actions.

## Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion(s), as of November 3, 2025, subject to the Limiting Conditions and Assumptions of this appraisal.

| Value Conclusions    |                    |                |                    |
|----------------------|--------------------|----------------|--------------------|
| Premise              | Interest Appraised | Effective Date | Value Conclusion   |
| Current Market Value | Fee Simple         | 11/3/2025      | <b>\$1,000,000</b> |

***Appraiser's Note: We have made an extraordinary assumption that the 1.38 acres of jurisdictional wetlands on the subject property will be mitigated and have included a deduction of \$140,000 (approximately \$100,000 per acre) for mitigation costs. This is assuming that the geotechnical survey indicates that the wetlands are mid-quality and isolated and not more substantial requiring additional mitigation costs. Additionally, this deduction does not include soil removal, soil replacement, site engineering costs. It is expected that the subject site WILL NEED these costs to physically address the wet soils affecting the northern portion of the subject, but engineering and cost estimates were not available of the appraisal report date. Any user of the report should be aware these atypical costs will impact the market value conclusion.***

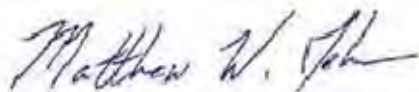
## Hypothetical Conditions

We employ a Hypothetical Condition that 100% of the analyzed subject land is usable after mitigation. Any atypical costs inclusive of site engineering and additional soil replacement costs associated with the wetlands affecting the parcel are outside the scope of this appraisal assignment as geotechnical and cost reports were not available as of the completion of this report. Any user should be aware this costs would affect the market value conclusion.

## Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of a loan.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Jason C. Malick, Trainee RI25267, provided significant help in site and building inspection and descriptions, tax and zoning analysis, and research of comparison sales.
10. I, the supervisory appraiser of a registered trainee appraiser who contributed to the development or communication of this appraisal, hereby accept full and complete responsibility for any work performed by the registered trainee appraiser named in this report as if it were my own work.
11. As of the date of this report, Matthew Jehs, MAI has completed the continuing education program of the Appraisal Institute.
12. We have made an interior and exterior inspection of the property that is the subject of this report.
13. The appraisers have not performed a prior appraisal or any services regarding the subject property performed by the appraiser, as an appraiser or in any other capacity, within the three-year period immediately preceding the agreement to perform the assignment.

  
Matthew W. Jehs, MAI  
Cert Gen RZ2806

  
Jason Christopher Malick  
Trainee, RI25267

# Addenda

## Definitions

Please refer to the publications listed in the **Works Cited** section below for more information.

### Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate*. 15th ed. Chicago: Appraisal Institute, 2020. PDF.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 6th ed. 2015. PDF.
- The Appraisal Foundation. *2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP)*. Eff. January 1, 2020 through December 31, 2021 PDF.

**Market Value:** As defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

### Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 6th Edition)

**Leased Fee Interest**

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary, 6th Edition)

**Marketing Time**

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) (Dictionary, 6th Edition)

**Market Rent**

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 6th Edition)

**Exposure Time**

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 6th Edition)

## ***Professional Qualifications***

***Matthew W. Jehs***

### **EXPERIENCE:**

Current Managing Director for Tuttle-Armfield-Wagner Appraisal & Research, Inc., Mr. Jehs has 24 years of appraisal experience, receiving his MAI in 2008. He has performed property valuations for a broad array of retail, industrial, and office properties including shopping centers, office/warehouses, bulk distribution warehouses, heavy manufacturing, both low-rise and high-rise professional offices and medical office buildings. Valuations have also included surgical centers, limited-service hospitality properties, condominium developments and conversions, residential subdivisions, and vacant land. Specialized real estate assignments include right-of-way projects, Cape Canaveral Port Facilities, Kennedy Space Center assets, and Melbourne Airport Aviation land, and jurisdictional wetlands. Clients served include accountants, investment firms, law firms, lenders, private corporations, local municipalities, and public agencies, including Veterans Affairs, Florida DEP Approved Appraiser, and SJRWMD. Valuations have been utilized for mortgage loan purposes, equity participation, due diligence support, condemnation proceedings and insurance purposes. Assignments have included the valuation of existing and proposed properties, as well as market studies, highest and best use studies, and property value impact studies.

### **EDUCATION:**

Bachelor of Arts Degree, Benedictine University, 2000

### **Appraisal Course Work Completed:**

#### *Appraisal Institute*

110-Appraisal Principles  
120-Appraisal Procedures  
210-Residential Case Study  
310-Basic Income Capitalization  
410-Uniform Standards of Professional Practice – Part A  
420-Uniform Standards of Professional Practice – Part B  
510-Advanced Income Capitalization  
520-Highest and Best Use and Market Analysis  
530-Advanced Sales Comparison and Cost Approach  
540-Report Writing and Valuation Analysis  
550-Advanced Applications  
Continuing Education in USPAP, ARGUS, STDB.com

### **LICENSES:**

State Certified General Real Estate Appraiser #FL-RZ2806

### **PROFESSIONAL**

Member of the Appraisal Institute (MAI) #432527

### **ORGANIZATIONS:**

2020 Past President Florida East Coast Chapter Appraisal Institute

I have been qualified as an expert witness in Brevard County circuit court. I have testified in court cases involving commercial Real Estate litigation.

**PROFESSIONAL QUALIFICATIONS  
FOR  
JASON C. MALICK**

**EDUCATION:** Bachelor of Arts Business Administration, University of Florida, 2004

**LICENSES:** State-Registered Trainee Appraiser, RI25267

**APPRAISAL COURSEWORK:**

Appraisal Principles  
Appraisal Procedures  
Florida Appraisal Law  
15-Hour National USPAP  
Income Capitalization Approach  
Report Writing and Case Studies  
Sales Comparison and Cost Approach  
Market Analysis and Highest and Best Use

**APPRAISAL EXPERIENCE:**

Appraisal experience including Vacant Land, Multi-Family, Single-Family, Industrial, Retail, and other Commercial and Residential Properties

**PROFESSIONAL EXPERIENCE:**

- September 2021 to Present – Commercial and Residential Trainee, Tuttle-Armfield-Wagner Appraisal & Research, Melbourne, FL
- January 2019 to January 2020 – Real Estate Agent Premier Properties and Coldwell Banker Paradise, Indialantic, FL



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



**JEHS, MATTHEW W**

412 E NEW HAVEN AVENUE  
MELBOURNE FL 32901

LICENSE NUMBER: RZ2806

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 10/14/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



**MALICK, JASON CHRISTOPHER**

412 E NEW HAVEN AVENUE  
MELBOURNE FL 32901

LICENSE NUMBER: R125267

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 11/08/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





City of Melbourne  
Procurement Division  
900 E Strawbridge Avenue  
Melbourne, FL 32901  
Phone: (321) 608-7062  
Fax: (321) 608-7070

Tax Exempt Number: 85-8012621638C-2

Vendor

TUTTLE ARMFIELD WAGNER ACH  
412 E. NEW HAVEN AVE  
MELBOURNE, FL 32901

Purchase Order

Fiscal Year 2026

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **26000463 - 00**

Delivery must be made within doors of specified destination.

Ship To

ENGINEERING - RM 347  
PH: (321) 608-7308  
900 E. STRAWBRIDGE AVE.  
MELBOURNE, FL 32901  
Email: [KACIE.BLACK@MLRFL.ORG](mailto:KACIE.BLACK@MLRFL.ORG)

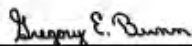
| VENDOR PHONE NUMBER | VENDOR FAX NUMBER | REGISTRATION NUMBER | DELIVERY REFERENCE   |
|---------------------|-------------------|---------------------|----------------------|
| 321 723 7010 x225   |                   | 850                 | JAMES ENNIS          |
| DATE ORDERED        | VENDOR NUMBER     | DATE REQUIRED       | FREIGHT METHOD/TERMS |
| 10/21/2025          | 203136            |                     |                      |
| DEPARTMENT/LOCATION |                   |                     |                      |
| ENGINEERING         |                   |                     |                      |
| NOTES               |                   |                     |                      |

SARNO ROAD PARCEL 27-36-24-00-11 APPRAISAL  
APPROVED BY CITY ENGINEER 10/17/2025

| ITEM # | DESCRIPTION / PART #                                                                                                                                                                             | QTY | UOM | UNIT PRICE | EXTENDED PRICE |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|------------|----------------|
| 1      | APPRAISAL POTENTIAL FIRE STATION 72 LOCATION AT 27-36-24-00-11 (TAX ACCOUNT 2703576) LOCATED ADJACENT TO SARNO ROAD AND THE PRIVATE DRIVEWAY CONNECTION SERVICING THE AMERICAN MUSCLE CAR MUSEUM | 1.0 |     | \$2,600.00 | \$2,600.00     |

This purchase order is subject to the terms and conditions on the face and reverse side hereof. Any unauthorized changes are at Vendor's risk and expense.  
Payment Terms: N/A

Send Invoice to: Financial Services Department  
900 E Strawbridge Avenue, Melbourne, FL 32901



Procurement Manager

Vendor Copy

|                             |                   |
|-----------------------------|-------------------|
| Total Ext. Price            | \$2,600.00        |
| Total Sales Tax             | \$0.00            |
| Total Freight               | \$0.00            |
| Total Discount              | \$0.00            |
| Total Credit                | \$0.00            |
| <b>Purchase Order Total</b> | <b>\$2,600.00</b> |

## 1. AGREEMENT, MERGER, MODIFICATION, WAIVER, AND REMEDIES

**2. PRICING.** Prices set forth on this purchase order are a firm price fixed for the duration of this purchase order except as provided herein. Prices shall include transportation and delivery charges, prepaid by Seller to the destination specified in this purchase order. The price charged by City for Any Good shall always be Seller's lowest price charged any customer for that Good regardless of any special terms, conditions, rebates, or allowances of any nature. If Seller sells any Good to any customer at a price less than that set forth herein, Seller shall adjust its price to the lower price for all city-invoiced Goods and for all future invoices for such Good. For Goods designated as custom Goods, for purposes of comparing price under this Paragraph, the price of the Good shall include those Seller cost components which are generic to the Good as compared to other goods sold by Seller. Notwithstanding the foregoing, Seller agrees to sell to City at the same price as it sells to its best non-exclusive customer for the same quantity of the same Good. City's invoice of affected Goods by rebating to City an amount equal to the difference in the price paid by City and the lower price for all such Goods pulled into City's manufacturing process for consumption during the preceding thirty (30) days. All applicable taxes and other charges such as duties, customs, tariffs, imports, and government imposed surcharges shall be stated separately on Seller's invoice and borne by Seller. In the event that City of Melbourne is prohibited by law from remitting payments to the Seller unless City of Melbourne deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then City of Melbourne shall still withhold such taxes and shall remit the remaining net invoice amount to the Seller. City of Melbourne shall not reimburse Seller for the amount of such taxes withheld. 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. Such additional costs including such taxes, surcharges and delivery charges shall be included in the price of the Goods purchased by the City. Seller shall not be required to remit any taxes or other charges to the City if the City has Seller's written consent. Seller's obligation under this purchase order, at City's option or upon Seller's written demand, such audit will be performed by an independent third party at City's expense. However, if Seller is found to not be complying with this purchase order in any way, Seller 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 may be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only Seller's failures to abide by the obligations of this agreement shall be reported to City.

**TERMINATION.** City may terminate this Purchase Order, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to Seller. CITY may terminate this Purchase Order upon written notice to Seller in the event Seller defaults on any of the terms and conditions of this Purchase Order and such failure continues for a period of fifteen (15) days following notice from City specifying the default. Notwithstanding the foregoing, City may immediately terminate this Purchase Order, without providing Seller with notice of default or an opportunity to cure, if City determines that Seller has failed to comply with any of the terms and conditions of this Purchase Order related to safety, indemnification or insurance coverage. Notwithstanding the foregoing, City reserves the right to immediately terminate this Purchase Order by providing written notice to Seller with or without an opportunity to cure if City determines Seller knowingly furnished any statement, representation, warranty or information in connection with this Purchase Order which City believes such representation was materially false, deceptive, incomplete or misleading. Notwithstanding the foregoing, City reserves the right to immediately terminate the contract by providing written notice to Seller 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. Upon receipt of such notice of termination, Seller shall: (1) discontinue the terminated work in accordance with City's instructions; (2) thereafter perform only such portion of the work not terminated; (3) not place further orders or enter into further subcontracts for Goods and/or Services relating to this Purchase Order; and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Purchase Order. There shall be no charges for termination of this Purchase Order or Seller's performance. Notwithstanding anything to the contrary, Seller shall not be compensated in any way for any work done after receipt of City's notice, nor for any costs incurred by Seller or its subcontractors or subcontractors. Seller reserves the right, nevertheless, for any costs incurred by Seller or its subcontractors or subcontractors, to bill for any work done after receipt of City's notice, for any work done after receipt of City's notice, for any costs incurred by Seller or its subcontractors or subcontractors. City shall not be liable for the Goods and/or Services ordered pursuant to this Purchase Order, or for any costs incurred by Seller or its subcontractors or subcontractors, if the Purchase Order was for standard or custom Goods. Furthermore, failure to meet the performance date(s) in the Purchase Order shall be considered a material breach of contract and shall allow City to terminate the order for services without any liability.

**PACKING AND SHIPMENT:** It is understood and agreed that any item offered or shipped as a result of this purchase order shall be new (current production model at the time of this bid or quote). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. Title and risk of loss shall pass to City upon delivery of Goods to City's delivery location. All Goods shall be prepared for shipment in a manner which: (i) follows good commercial practice; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. Seller shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment, and the names of the City and Seller. Seller shall ship only the quantity of Goods specified in the Order. City may return to Seller's expense any Goods in excess of the quantity stated in the Order. All prices shall be based on delivery F.O.B. Destination prepaid and allowed with all charges prepaid to the actual point of delivery and made delivery. Inspection and acceptance will be at destination unless otherwise stipulated. Title/risk of loss of damage to all items shall be the responsibility of Seller until delivery is verified by the City.

10. **GENERAL INDEMNIFICATION** Seller shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold City and its employees, officers, agents, representatives, and subcontractors harmless from and against all and claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any cleanup costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) Seller's breach of any term or provision of this Purchase Order; (ii) any negligent or willful acts, errors, or omissions by Seller; its employees, officers, agents, representatives, or subcontractors in the performance of this Purchase Order; or (iii) dangerous defects in Goods. In agreeing to this paragraph the City does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, 0768.28, Fla. Stat. or otherwise.

11. **INDEPENDENT CONTRACTOR** By signing and submitting this Order, Seller acknowledges that Seller is an independent contractor and not an agent or employee of the City. Seller shall have complete charge and responsibility for personnel employed by Seller; however, the CITY reserves the right to instruct Seller to remove from the City's premises immediately any of Seller's personnel. Such removal shall not relieve Seller's obligation to provide Services under this Purchase Order.

**13. APPLICABLE LAW:** This Purchase Order is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Purchase Order shall be filed in Brevard County, Florida.

16. TIME IS OF ESSENCE Time is of essence in the performance of this purchase order.

## MLS Listings of Subject:

|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Land Active</b><br><b>MLS# 1043354</b><br><b>DOM/CDOM: 203/203</b>             | <b>3400 Sarno Road, Melbourne, FL 32935</b><br>County: Brevard                                                                                                                                                                                                                                                                                                                                                                                                | <b>\$1,080,000</b><br><b>Private Report</b>                                                                                                                                                                                                                                                                                                                                                    |
|  | <b>Number Of Lots:</b> 1<br><b>Senior Community:</b> No<br><b>Lot Size Acres:</b> 2.6<br><b>Lot Size Square Feet:</b> 113,256<br><b>Lot Size Dimensions:</b> 378x300<br><b>Lot Dimensions:</b> Assessor<br><b>Source:</b><br><b>Road Frontage:</b> 378<br><b>Feet:</b><br><b>County:</b> Brevard<br><b>General County:</b> South<br><b>Location:</b><br><b>MLS Area Major:</b> 330 - Melbourne - Central<br><b>Parcel Number:</b> 27-36-24-00-00011.0-0000.00 | <b>Property Sub Type:</b> Unimproved Land<br><b>Subdivision Name:</b> None<br><b>Pool Private YN:</b> No<br><b>CDD Fee:</b> No<br><b>Zoning Description:</b> Commercial<br><b>Land Lease YN:</b> No<br><b>Tax Account:</b> 2703576<br><b>Tax Annual:</b> \$5,887.76<br><b>Amount:</b><br><b>Tax Legal Description:</b> S 300 FT OF W 1070 FT OF E 1520 FT OF NE 1/4 N OF SARNO RD EXC E 692 FT |
|                                                                                   | <b>Water Body Access YN:</b> No<br><b>Waterfront YN:</b> No<br><b>Elementary School:</b> Sabal<br><b>Middle School:</b> Johnson<br><b>High School:</b> Eau Gallie                                                                                                                                                                                                                                                                                             | <b>Association YN:</b> No                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                   | <b>Public Remarks:</b> Vacant Commercial Parcel located directly to the West of Super Walmart. The lot is 2.6 acres that can be split to 2 commercial parcels of 1.3 acres each. The total road frontage is 378 feet with a depth of 300 feet.                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                   | <b>Directions:</b> From the corner of Wickham and Sarno, it is West on Sarno behind the Super Walmart.                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                   | <b>Closing Company Details:</b> Closing Company Name: State Title Partners<br>321-728-3836; Closing Company Address: 300 W Fee Ave, Melbourne, FL 32901 sonia@statetitle.net<br><b>Current Use:</b> Commercial<br><b>Development Status:</b> Raw Land<br><b>Listing Terms:</b> Cash; Conventional<br><b>Lot Features:</b> Split Possible                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                   | <b>Possession:</b> Close Of Escrow<br><b>Road Frontage Type:</b> City Street<br><b>Road Surface Type:</b> Asphalt<br><b>Sewer:</b> Public Sewer<br><b>Special Listing Conditions:</b> Standard<br><b>Utilities:</b> Electricity Available; Sewer Available; Water Available; Other<br><b>Water Source:</b> Public; Other                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                   | <b>Listing Office:</b> One Sotheby's International                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                |



Lot lines are approximated



This property can be split into 2@1.3 acre lots. Lot lines are approximated.



This property can be split into 2@1.3 acre lots.



|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Land Active</b><br><b>MLS# 1043355</b><br><b>DOM/CDOM: 203/203</b>             | <b>3400-A Sarno Road, Melbourne, FL 32935</b><br>County: Brevard                                                                                                                                                                                                                                                                                                                                                             | <b>\$540,000</b><br><b>Private Report</b>                                                                                                                                                                                                                                                                                                                                           |
|  | <b>Number Of Lots:</b> 1<br><b>Senior Community:</b> No<br><b>Lot Size Acres:</b> 2.6<br><b>Lot Size Square Feet:</b> 113,256<br><b>Lot Size Dimensions:</b> 378x300<br><b>Lot Dimensions Source:</b> Assessor<br><b>Road Frontage Feet:</b> 378<br><b>County:</b> Brevard<br><b>General County Location:</b> South<br><b>MLS Area Major:</b> 330 - Melbourne - Central<br><b>Parcel Number:</b> 27-36-24-00-00011.0-0000.00 | <b>Property Sub Type:</b> Unimproved Land<br><b>Subdivision Name:</b> None<br><b>Pool Private YN:</b> No<br><b>CDD Fee:</b> No<br><b>Zoning Description:</b> Commercial<br><b>Land Lease YN:</b> No<br><b>Tax Account:</b> 3365041<br><b>Tax Annual Amount:</b> \$5,887.76<br><b>Tax Legal Description:</b> S 300 FT OF W 1070 FT OF E 1520 FT OF NE 1/4 N OF SARNO RD EXC E 692 FT |
|                                                                                   | <b>Water Body Access YN:</b> No<br><b>Waterfront YN:</b> No<br><b>Elementary School:</b> Sabal<br><b>Middle School:</b> Johnson<br><b>High School:</b> Eau Gallie                                                                                                                                                                                                                                                            | <b>Association YN:</b> No                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                   | <b>Public Remarks:</b> Vacant Commercial Parcel located directly to the West of Super Walmart. The lot is a proposed 1.3 acres that can be split from the total parcel which is twice that size. The total road frontage of both lots are 378 feet with a depth of 300 feet.                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                   | <b>Directions:</b> From the corner of Wickham and Sarno, it is West on Sarno behind the Super Walmart.                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                   | <b>Closing Company Details:</b> Closing Company Name: State Title Partners<br>321-728-3836; Closing Company Address: 300 W Fee Ave, Melbourne, FL 32901 sonia@statetitle.net                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                   | <b>Current Use:</b> Commercial<br><b>Development Status:</b> Raw Land<br><b>Listing Terms:</b> Cash; Conventional<br><b>Lot Features:</b> Other                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                   | <b>Possession:</b> Close Of Escrow<br><b>Road Frontage Type:</b> City Street<br><b>Road Surface Type:</b> Asphalt<br><b>Sewer:</b> Public Sewer<br><b>Special Listing Conditions:</b> Standard<br><b>Utilities:</b> Electricity Available; Sewer Available; Water Available; Other<br><b>Water Source:</b> Public; Other                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                   | <b>Listing Office:</b> One Sotheby's International                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                     |



This property can be split into 2@1.3 acre lots. Lot lines are approximated.



This property can be split into 2@1.3 acre lots.



This property can be split into 2@1.3 acre lots.

Land Active  
MLS# 1043356  
DOM/CDOM: 203/203

### 3400-B Sarno Road, Melbourne, FL 32935

\$540,000  
Private Report

County: Brevard

Number Of Lots: 1  
Senior Community: No  
Lot Size Acres: 2.6  
Lot Size Square: 113,256  
Feet: 378x300  
Dimensions: Assessor  
Lot Dimensions: Assessor  
Source: 378  
Road Frontage: 378  
Feet: 378  
County: Brevard  
General County: South  
Location: 330 - Melbourne - Central  
MLS Area Major: 27-36-24-00-00011.0-0000.00  
Parcel Number: 27-36-24-00-00011.0-0000.00

Property Sub Type: Unimproved Land  
Subdivision Name: None  
Pool Private YN: No  
CDD Fee: No  
Zoning Description: Commercial  
Land Lease YN: No  
Tax Account: 3365042  
Tax Annual: \$5,887.76  
Amount:  
Tax Legal: S 300 FT OF W 1070  
Description: FT OF E 1520 FT OF NE 1/4 N OF SARNO RD EXC E 692 FT



Water Body Access YN: No  
Association YN: No  
Waterfront YN: No  
Elementary School: Sabal  
Middle School: Johnson  
High School: Eau Gallie

**Public Remarks:** Vacant Commercial Parcel located directly to the West of Super Walmart. The lot is a proposed 1.3 acres that can be split from the total parcel which is twice that size. The total road frontage of both lots are 378 feet with a depth of 300 feet.

**Directions:** From the corner of Wickham and Sarno, it is West on Sarno behind the Super Walmart.

**Closing Company Details:** Closing Company Name: State Title Partners  
321-728-3836; Closing Company Address: 300 W Fee Ave, Melbourne, FL 32901 sonia@statetitle.net  
**Current Use:** Commercial  
**Development Status:** Raw Land  
**Listing Terms:** Cash; Conventional  
**Lot Features:** Other

**Possession:** Close Of Escrow  
**Road Frontage Type:** City Street  
**Road Surface Type:** Asphalt  
**Sewer:** Public Sewer  
**Special Listing Conditions:** Standard  
**Utilities:** Electricity Available; Sewer Available; Water Available; Other  
**Water Source:** Public; Other

**Listing Office:** One Sotheby's International



This property can be split into 2@1.3 acre lots. Lot lines are approximated.



This property can be split into 2@1.3 acre lots.



This property can be split into 2@1.3 acre lots.

# 1.3 - 2.6 Commercial Acres For Sale

0000 Sarno Rd., Melbourne, FL 32935



Presented By:  
One Commercial RE



All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.

## 1.3 - 2.6 Commercial Acres For Sale

0000 Sarno Rd., Melbourne, FL 32935

### Property Details

**Price: \$1,080,000**

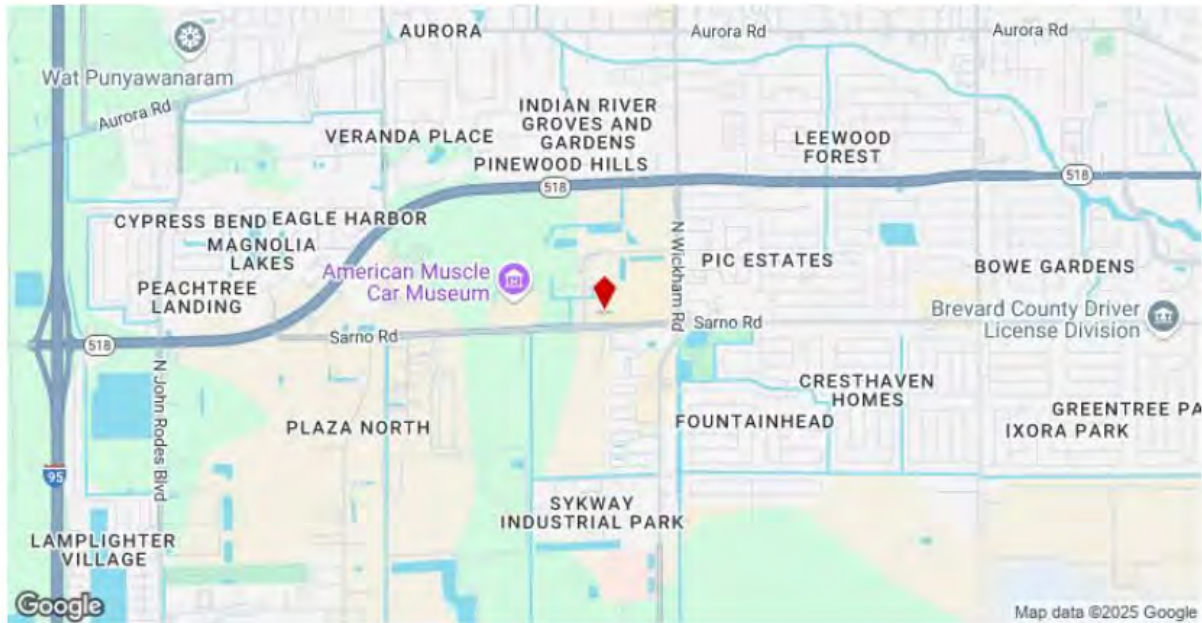
View the full listing here: <https://www.loopnet.com/Listing/0000-Sarno-Rd-Melbourne-FL/35473873/>

|                   |                          |
|-------------------|--------------------------|
| Price:            | \$1,080,000              |
| Property Type:    | Land                     |
| Property Subtype: | Commercial               |
| Proposed Use:     |                          |
| Sale Type:        | Investment or Owner User |
| Total Lot Size:   | 2.60 AC                  |
| No. Lots:         | 1                        |
| APN / Parcel ID:  | 2703576                  |

## 1.3 - 2.6 Commercial Acres For Sale

0000 Sarno Rd., Melbourne, FL 32935

### Location



## 1.3 - 2.6 Commercial Acres For Sale

0000 Sarno Rd., Melbourne, FL 32935

### Property Photos



Aerial Sarno Lots West of SuperWalmart

## 1.3 - 2.6 Commercial Acres For Sale

0000 Sarno Rd., Melbourne, FL 32935



**Mel Howard**

[mhoward@onecommercialre.com](mailto:mhoward@onecommercialre.com)

(321) 960-1959

**One Commercial RE**

1331 S Harbor City Blvd  
Melbourne, FL 32901

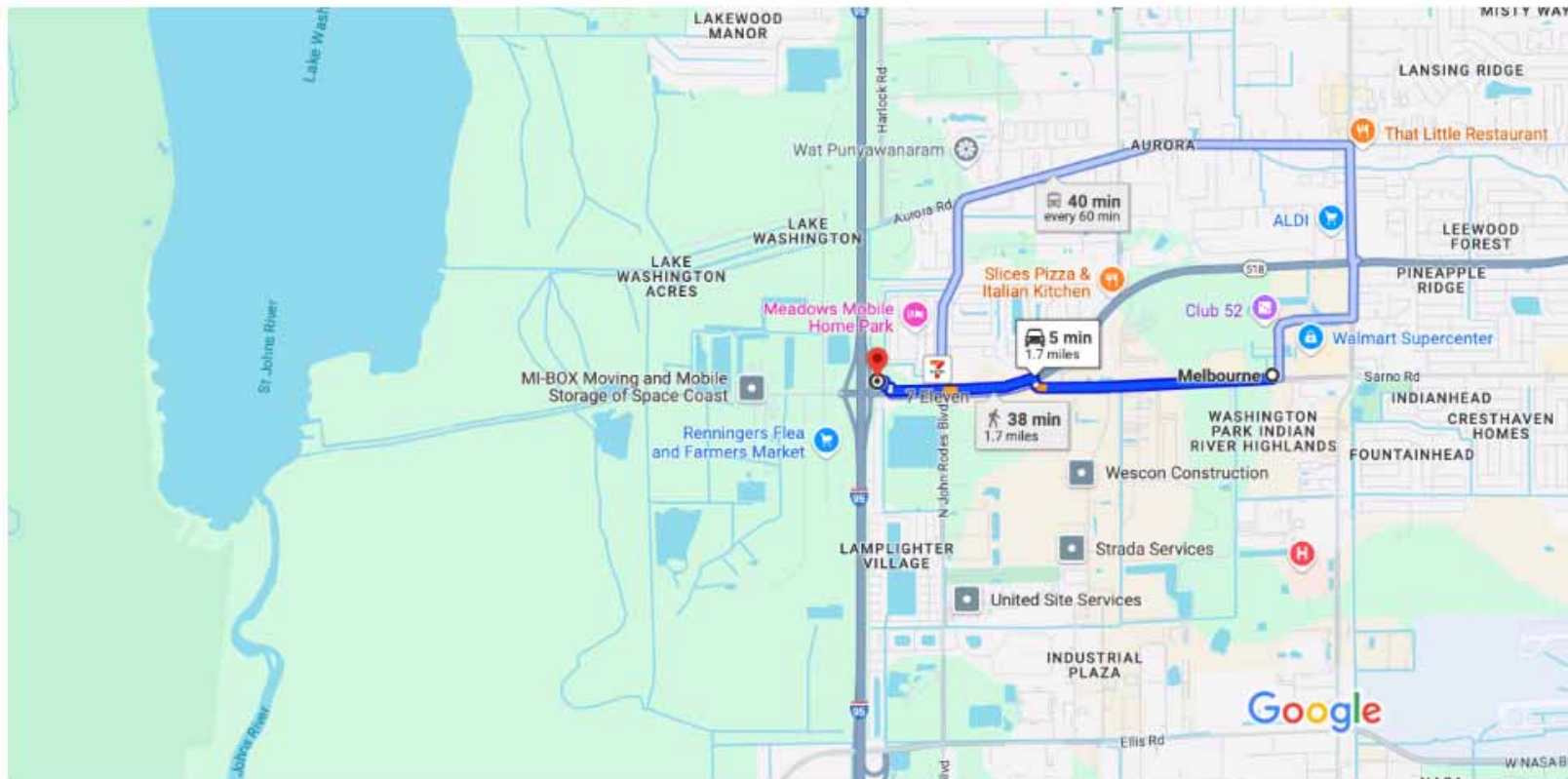




Melbourne, Florida to 28.1212886,  
-80.7048223

Access to I95

Drive 1.7 miles, 5 min



Map data ©2025 Google 2000 ft

## Historical Offering Memorandum (2021 Sale)



### **Vacant Land On Sarno Rd Next To Walmart**

2958 Sarno Road Melbourne, FL 32935

FOR SALE | \$495,000

presented by:

**JEFFERY T. ROBISON, CCIM**

Principal | Broker  
321.722.0707 X13  
jeff@teamlbr.com

Lightle Beckner Robison // 321.722.0707 // teamlbr.com  
70 W. Hibiscus Blvd., Melbourne, FL 32901

## EXECUTIVE SUMMARY

Retail Land at Sarno Rd next to Walmart • 2958 Sarno Road Melbourne, FL 32935



### OFFERING SUMMARY

|                |                |
|----------------|----------------|
| Sale Price:    | \$495,000      |
| Price / Acre:  | \$190,385      |
| Lot Size:      | 2.6 Acres      |
| Zoning:        | CP             |
| APN#:          | 27-36-24-00-11 |
| Market:        | South Brevard  |
| Submarket:     | Melbourne      |
| Traffic Count: | 14,390         |

### PROPERTY OVERVIEW

|                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Nice large parcel available for various users                                                                                                                |
| Site is accessible from both eastbound and westbound traffic and sits between the south side westernmost access to Walmart and access to the Greyhound Track |
| FLU: Heavy Commercial                                                                                                                                        |

### LOCATION OVERVIEW

|                                                             |
|-------------------------------------------------------------|
| Located next to the south entrance to a Walmart Supercenter |
| 380 front feet on Sarno Rd                                  |
| 1.7± miles to I-95 and .2± mile from N Wickham Rd.          |

#### JEFFERY T. ROBISON, CCIM

Principal | Broker  
321.722.0707 X13  
jeff@teamlbr.com

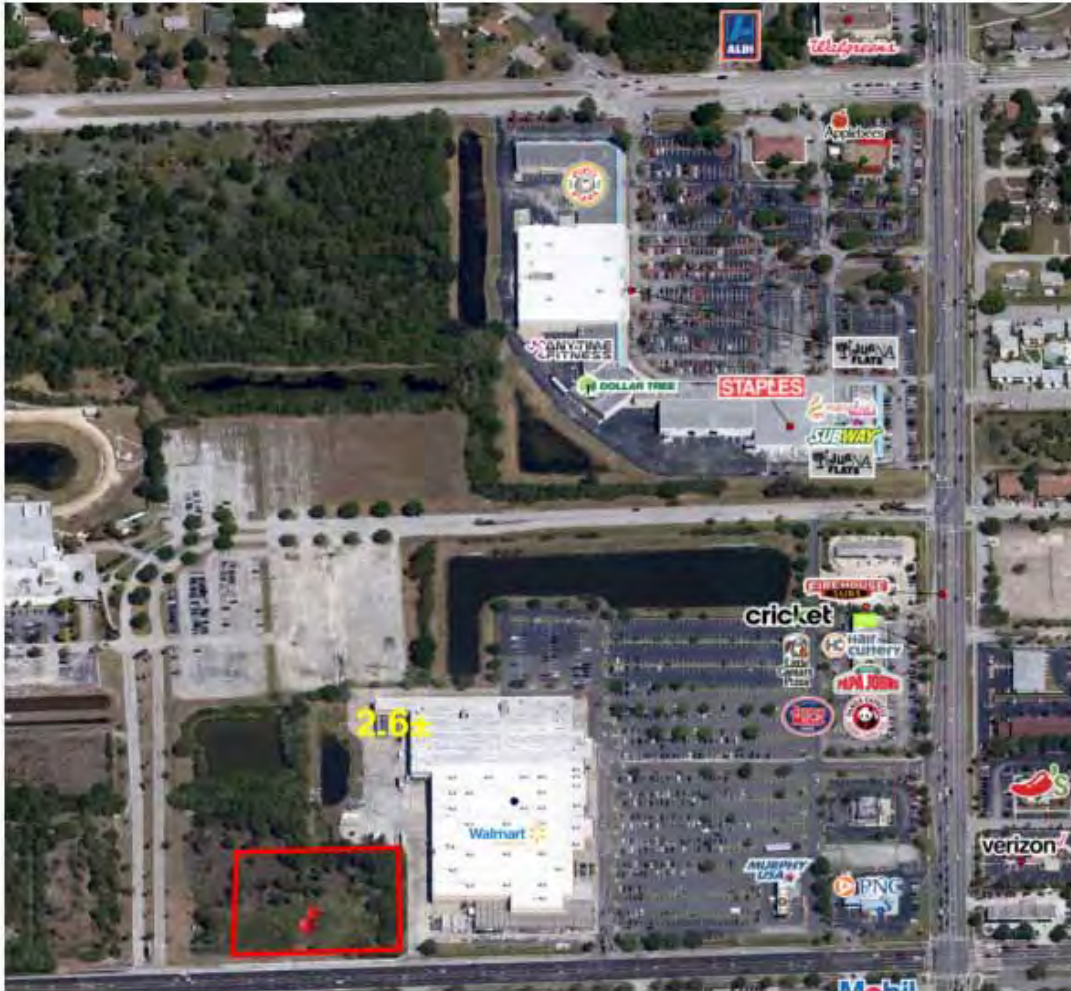
Information contained herein has been obtained through sources deemed reliable but cannot be guaranteed as to its accuracy. A purchaser or lessee is expected to verify all information to his/her own satisfaction. Zoning information subject to change and not warranted. Always confirm current requirements with local governing agencies.

#### Lightle Beckner Robison

321.722.0707 • teamlbr.com  
70 W. Hibiscus Blvd.,  
Melbourne, FL 32901

## ADDITIONAL PHOTOS

Retail Land at Sarno Rd next to Walmart • 2958 Sarno Road Melbourne, FL 32935



### JEFFERY T. ROBISON, CCIM

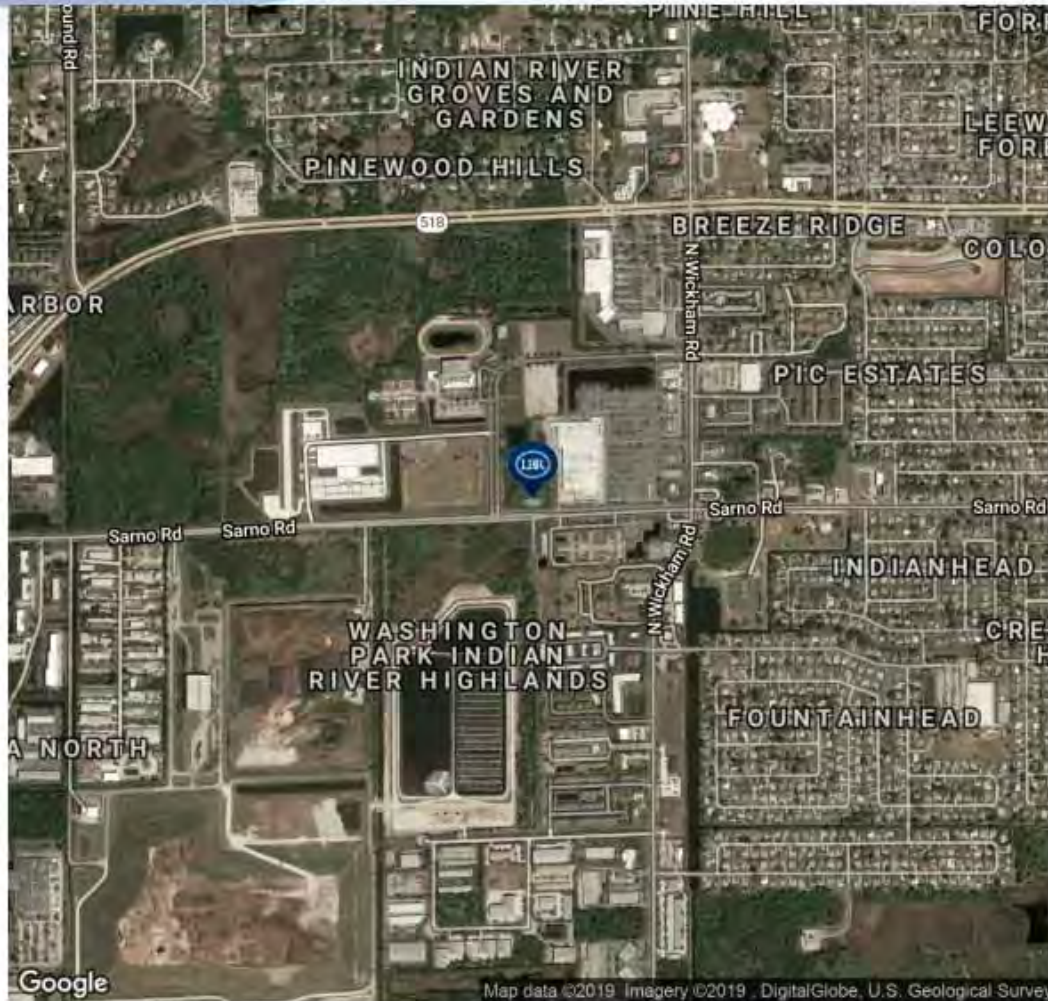
Principal | Broker  
321.722.0707 X13  
jeff@teamlbr.com

Information contained herein has been obtained through sources deemed reliable but cannot be guaranteed as to its accuracy. A purchaser or lessee is expected to verify all information to his/her own satisfaction. Zoning information subject to change and not warranted. Always confirm current requirements with local governing agencies.

Lightle Beckner Robison  
321.722.0707 • teamlbr.com  
70 W. Hibiscus Blvd.,  
Melbourne, FL 32901

## AERIAL MAP

Retail Land at Sarno Rd next to Walmart • 2958 Sarno Road Melbourne, FL 32935



### JEFFERY T. ROBISON, CCIM

Principal | Broker  
321.722.0707 X13  
jeff@teambr.com

Information contained herein has been obtained through sources deemed reliable but cannot be guaranteed as to its accuracy. A purchaser or lessee is expected to verify all information to his/her own satisfaction. Zoning information subject to change and not warranted. Always confirm current requirements with local governing agencies.

### Lightle Beckner Robison

321.722.0707 • teambr.com  
70 W. Hibiscus Blvd.,  
Melbourne, FL 32901

## LOCATION MAPS

Retail Land at Sarno Rd next to Walmart • 2958 Sarno Road, Melbourne, FL 32935



### JEFFERY T. ROBISON, CCIM

Principal | Broker  
321.722.0707 X13  
jeff@teamlbr.com

Information contained herein has been obtained through sources deemed reliable but cannot be guaranteed as to its accuracy. A purchaser or lessee is expected to verify all information to his/her own satisfaction. Zoning information subject to change and not warranted. Always confirm current requirements with local governing agencies.

### Lightle Beckner Robison

321.722.0707 • teamlbr.com  
70 W. Hibiscus Blvd.,  
Melbourne, FL 32901

## DEMOGRAPHICS MAP

Retail Land at Sarno Rd next to Walmart • 2958 Sarno Road Melbourne, FL 32935



| POPULATION          | 1 MILE    | 3 MILES   | 5 MILES   |
|---------------------|-----------|-----------|-----------|
| TOTAL POPULATION    | 6,329     | 51,986    | 97,047    |
| MEDIAN AGE          | 46.7      | 44.4      | 44.6      |
| MEDIAN AGE (MALE)   | 42.8      | 42.0      | 42.6      |
| MEDIAN AGE (FEMALE) | 50.0      | 46.5      | 46.4      |
| HOUSEHOLDS & INCOME | 1 MILE    | 3 MILES   | 5 MILES   |
| TOTAL HOUSEHOLDS    | 2,759     | 22,172    | 41,197    |
| # OF PERSONS PER HH | 2.3       | 2.3       | 2.4       |
| AVERAGE HH INCOME   | \$49,123  | \$55,344  | \$59,811  |
| AVERAGE HOUSE VALUE | \$110,506 | \$172,807 | \$213,285 |

### JEFFERY T. ROBISON, CCIM

Principal | Broker  
321.722.0707 X13  
jeff@teamlbr.com

### Lightle Beckner Robison

321.722.0707 • teamlbr.com  
70 W. Hibiscus Blvd.,  
Melbourne, FL 32901

Information contained herein has been obtained through sources deemed reliable but cannot be guaranteed as to its accuracy. A purchaser or lessee is expected to verify all information to his/her own satisfaction. Zoning information subject to change and not warranted. Always confirm current requirements with local governing agencies.

RESOLUTION NO. 4423

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO PURCHASE OF PROPERTY FOR THE REPLACEMENT OF FIRE STATION NO. 72; PROVIDING FOR AUTHORIZATION FOR THE PURCHASE OF REAL PROPERTY FROM OTTO S. BOOZER RESTATED REVOCABLE TRUST AGREEMENT DATED MARCH 31, 2003, AS AMENDED, SAID PROPERTY BEING LOCATED IN TOWNSHIP 27, RANGE 36, SECTION 24, NORTH OF SARNO ROAD AND WEST OF WICKHAM ROAD; MAKING FINDINGS; APPROVING THE PURCHASE CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE, ACCEPT AND RECORD RELATED DOCUMENTS; AUTHORIZING THE CITY ATTORNEY TO EXECUTE RELATED DOCUMENTS FOR PURPOSES OF CLOSING THE TRANSACTION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, OTTO S. BOOZER RESTATED REVOCABLE TRUST AGREEMENT DATED MARCH 31, 2003, AS AMENDED, is the owner of 2.6± acres of real property, located north of Sarno Road and west of Wickham Road, described as lying and situate in Township 27, Range 36, Section 24, Brevard County, Florida and being more particularly described as follows:

A part of the Northeast One-quarter (NE 1/4) of Section 24, Township 27 South, Range 36 East, more particularly described as follows:

Begin at the West right of way line of Wickham Road (said right of way line lying 50 feet West of and parallel with the East line of the Northeast One-quarter (NE 1/4) of said Section 24) and the North right of way line of Sarno Road as how established; thence run South 87°22'46" West a distance of 400 feet to the Point of Beginning; thence run North 0°07'45" West a distance of 300 feet; thence run South 87°22'46" West a distance of 1070 feet; thence run South 0°07'45" East a distance of 300 feet to a point on the North right of way of Sarno Road; thence North 87°22'46" East a distance of 1070 feet to the Point of Beginning

Less and Except

A tract of land in Section 24, Township 27 South, Range 36 East, Brevard County, Florida, being the North 300 feet of the South 400 feet of the West 692 feet of the East 1050 feet of the Northeast ¼ of said Section 24 lying North of Sarno Road, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 24: thence N 00°07'45" W along the East line of said Section 24 and the centerline of Wickham Road a distance of 100.09 feet: thence S 87°22'46"

**W** a distance of 50.05 feet to the intersection of the North right of way of Sarno Road with the West right of way of Wickham Road; thence continue S 87°22'46" W along the said North right of way of Sarno Road a distance of 400.43 feet to the Point of Beginning of this description; thence continue S 87°22'46"W along said right of way a distance of 692.66 feet; thence N 00°07'45" W parallel with the East line of the Northeast 1/4 of said Section 24 a distance of 300.28 feet; thence N 87°22'46" E parallel with the South line of the Northeast 1/4 of said Section 24 a distance of 692.66 feet; thence S 00°07'45" E a distance of 300.28 feet to the North right of way of Sarno Road and the Point of Beginning.

Containing approximately 2.6 acres

Parcel ID 27-36-24-00-11

(the "Property"); and

WHEREAS, the City of Melbourne has negotiated for the purchase of the Property; and

WHEREAS, the attached Agreement of Purchase and Sale (the "Contract") reflects the terms and conditions of the City's acquisition of the Property; and

WHEREAS, the City Manager executed the Contract subject to the approval of the City Council; and

WHEREAS, the City's purchase of the Property pursuant to the terms and conditions of the Contract is in the best interests of the City; and

WHEREAS, the City Council reviewed the purchase of the Property pursuant to the attached Contract and found the proposed acquisition to be consistent with Section 2-633 of Melbourne City Code; and

WHEREAS, the City Council finds that purchase of the Property by the City will be in the public interest and will promote the public health, safety, economic order, and welfare of the City; and

WHEREAS, approval of this resolution to convey the Property to the City is authorized pursuant to Melbourne City Code, and pursuant to the powers in the City's Charter and home rule

powers set forth in Article VIII, Section 2, Florida Constitution of 1968 and Section 166.021, Florida Statutes.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Contract providing for acquisition of the Property by the City is approved.

SECTION 2. That the City Manager is hereby authorized to extend the closing date of the Contract in the best interests of the City, provided that the Seller mutually agrees.

SECTION 3. That the City Manager is hereby authorized to execute, accept and record documents of transfer necessary to accomplish the conveyance of the Property to the City pursuant to the approved Contract.

SECTION 4. That the City Attorney is hereby authorized to execute all documents related to the closing of the Contract.

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

SECTION 6. 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: Agreement of Purchase and Sale

Resolution No. 4423

**AGREEMENT OF PURCHASE AND SALE**

(Vacant Parcel; PIN 27-36-24-00-11)

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement"), is made this 12 day of June, 2026 by and between **OTTO S. BOOZER, as Trustee of the OTTO S. BOOZER RESTATED REVOCABLE TRUST AGREEMENT DATED MARCH 31, 2003, AS AMENDED** ("Seller"), and **CITY OF MELBOURNE**, a Florida municipal corporation ("Buyer").

**WITNESSETH:**

In consideration of the mutual covenants and agreements contained herein, Ten and No/100's (\$10.00) Dollars paid by each of the parties hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agrees as follows:

**1. Description of Property.**

The property being sold and conveyed to Buyer (collectively, the "Property") consists of the following:

a. The real estate to be conveyed is located in Melbourne, Brevard County, Florida, and legally described as follows:

A part of the Northeast One-quarter (NE 1/4) of Section 24, Township 27 South, Range 36 East, more particularly described as follows:

Begin at the West right of way line of Wickham Road (said right of way line lying 50 feet West of and parallel with the East line of the Northeast One-quarter (NE 1/4) of said Section 24) and the North right of way line of Sarno Road as how established; thence run South 87°22'46" West a distance of 400 feet to the Point of Beginning; thence run North 0°07'45" West a distance of 300 feet; thence run South 87°22'46" West a distance of 1070 feet; thence run South 0°07'45" East a distance of 300 feet to a point on the North right of way of Sarno Road; thence North 87°22'46" East a distance of 1070 feet to the Point of Beginning

Less and Except

A tract of land in Section 24, Township 27 South, Range 36 East, Brevard County, Florida, being the North 300 feet of the South 400 feet of the West 692 feet of the East 1050 feet of the Northeast ¼ of said Section 24 lying North of Sarno Road, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 24: thence N 00°07'45" W along the East line of said Section 24 and the centerline of Wickham Road a distance of 100.09 feet: thence S 87°22'46" W a distance of 50.05 feet to the intersection of the North right of way of Sarno Road with the West right of way of Wickham Road;

thence continue S 87°22'46" W along the said North right of way of Sarno Road a distance of 400.43 feet to the Point of Beginning of this description; thence continue S 87°22'46"W along said right of way a distance of 692.66 feet; thence N 00°07'45" W parallel with the East line of the Northeast 1/4 of said Section 24 a distance of 300.28 feet; thence N 87°22'46" E parallel with the South line of the Northeast 1/4 of said Section 24 a distance of 692.66 feet; thence S 00°07'45" E a distance of 300.28 feet to the North right of way of Sarno Road and the Point of Beginning.

Containing approximately 2.6 acres

Parcel ID 27-36-24-00-11

and

b. All and singular the tenements, hereditaments, easements, privileges and appurtenances belonging to or serving the above-described land, including, without limitation, all title, estates, interest, water, canal and riparian rights.

## **2. Purchase Price.**

The purchase price shall be One Million and 00/100 Dollars (\$1,000,000.00) (the "Purchase Price"). The Purchase Price, adjusted for prorations and other credits as provided herein, shall be payable in cash, certified or cashier's check on closing and delivery of all instruments of conveyance.

## **3. Deposit.**

The term "Deposit" shall be deemed to mean and include the good faith Deposit in the sum of Twenty-five Thousand and 00/100 Dollars (\$25,000.00) to be presented for payment immediately upon receipt of written advice that the Agreement has been fully executed by the parties and the proceeds thereof are to be held by the undersigned pursuant to all the provisions of the Agreement and payable to Peninsula Title & Escrow Services, LLC, and delivered to Peninsula Title at 4888 Babcock Street NE, Palm Bay, Florida 32905 [Telephone (321) 726-6414] (as "Escrow Agent"), which will be deposited as soon as this Agreement is fully executed by Buyer and Seller. The Deposit is part of the Purchase Price and shall be delivered to Seller at Closing and will be deposited in an interest-bearing account in a federally insured banking institution, using the F.E.I. number of the Buyer.

Upon receipt, the Escrow Agent shall acknowledge receipt of the additional monies and Escrow Agent agrees to hold the additional monies as part of the Deposit in escrow pursuant to the terms of this Agreement. The additional monies, as part of the Deposit, and any interest earned on the principal portion of the additional monies shall be deemed to be part of the Deposit and shall be paid together with the principal portion of the Deposit, it being understood and agreed that if the transaction contemplated under this Agreement closes, any interest earned on the additional monies shall not be

credited to the Purchase Price upon the Closing and shall, upon the Closing, be and remain the property of Buyer.

Failure to deposit the Deposit with Escrow Agent on or before the date that is two (2) business days after the Effective Date will be considered non-consummation of this Agreement, whereupon Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement, except for the Buyer's Indemnity Obligations, as defined in paragraph 7 of this Agreement.

#### **4. Property Condition.**

Buyer is purchasing the Property in an "AS-IS, WHERE-IS" condition and "with all faults" basis, with no representation or warranty by the Seller as to its physical condition or use or any other matter whatsoever except as expressly set forth in this Agreement. The Purchase Price reflects the "as is, where is" nature of this sale and any faults, liabilities, defects, or other adverse matters that may be associated with the Property. Unless the Buyer exercises the right to cancel this Agreement as set forth herein, Buyer accepts the Property in its present physical condition.

#### **5. Title.**

a. Upon execution of this Agreement, Seller shall provide Buyer with any copy they may have of its most recent Owner's and/or Mortgagee Title Insurance Policy. Seller's failure to provide such policy shall not be considered a breach of this Agreement. Not later than ten (10) days after the Effective Date, a qualified title insurance company and agent selected and paid by Buyer shall issue a commitment (the "Title Commitment") for the issuance to Buyer, upon closing and delivery of all instruments of conveyance (together with all other necessary corrective documents to the extent Seller is required to deliver the same under the terms of this Agreement), of an owner's policy of title insurance (ALTA 1990 4-6-90) in the amount of the Purchase Price insuring the title of Buyer in and to the Property (the "Title Policy"). Buyer shall promptly provide to Seller a copy of the Title Commitment and all updates or supplements thereto received by Buyer.

b. In determining the acceptability of title, the Uniform Title Standards adopted and published by the Real Property, Probate and Trust Law Section of the Florida Bar shall apply. Buyer shall notify Seller of any title defects not later than ten (10) days after Buyer's receipt of the Title Commitment. In the event Buyer fails to deliver such notice, Buyer shall have waived its right to object to any items as constituting title defects. All matters set forth in the Title Commitment and on the Survey (as hereinafter defined) obtained by Buyer shall be deemed "Permitted Exceptions" in the event Buyer fails to object to the same in writing within such time period. In the event title is found to be defective in any particular matter, which renders title uninsurable, Seller shall have thirty (30) days after notice from Buyer in which to either cure the title defects or inform Buyer that it cannot or will not cure the defects. In addition, prior to Closing, Buyer may perform an update to the Title Commitment and should the update reveal any defects not disclosed in a prior version of the Title Commitment, Buyer shall notify Seller of such defects prior to Closing. In the event Buyer fails to deliver such notices, Buyer shall have waived its right to object to such items and such items shall be deemed Permitted

Exceptions." Seller shall have thirty (30) days after notice from Buyer in which to, in its option, either cure the title defects or inform Buyer that it cannot cure or chooses not to cure the defects.

If Seller is unsuccessful in removing all title defect(s) within the said period, Buyer shall have the option of either: (i) proceeding with this transaction and take subject to each of the matters identified in the Title Commitment and Survey and not cured by Seller, which matters shall be hereinafter referred to as the "Permitted Exceptions" or (ii) receiving a full and prompt refund of the Deposit, whereupon Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement, except for the Buyer's Indemnity Obligations, as defined in paragraph 7 of this Agreement.

c. Seller shall convey title by Warranty Deed (the "Deed") subject only to the Permitted Exceptions (as defined herein).

d. Buyer and Seller expressly acknowledge and agree that Buyer's obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are fully conditioned upon Buyer's ability to obtain a public utility easement and a secondary access easement(s) over adjacent property (or properties) that will allow the Property to be used as an active fire station, on terms acceptable to Buyer in its sole and absolute discretion (the "**Easements**"). If Buyer does not receive the desired Easement on or before the expiration of the Investigation Period, then Buyer shall have the right to terminate this Agreement, by giving written notice of Buyer's election to do so to Seller within five (5) business days of the close of the Investigation Period. If Buyer elects to terminate this Agreement as provided in this Section, Escrow Agent shall return the Deposit to Buyer, and upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which survive the termination of this Agreement). If Buyer fails to give notice as provided in this Section, Buyer shall be deemed to have elected to terminate this Agreement.

## **6. Survey.**

a. Within thirty (30) days after the Effective Date, Seller shall have a survey of the Property prepared by a registered Florida surveyor at its expense (the "**Survey**") and delivered to Buyer. If the Survey shows any material encroachment on the Property or that improvements thereon in fact encroach on lands of others, or violate any of the Agreement covenants, the same shall be treated as a title defect and upon Seller's election shall be cured in the manner set forth in paragraph 5 of this Agreement. If Buyer fails to notify Seller of any such encroachments within forty (40) days after the Effective Date, Buyer shall have waived its right to object to any items as constituting title defects, and the same shall be deemed Permitted Exceptions."

## **7. Right of Entry.**

Subject to Section 13(d), from the Execution Date until Closing, Buyer shall have reasonable access to the Property for the purpose of making engineering studies, core borings and for any and all acts necessary to ascertain the fitness of the Property for

Buyer's intended use. Buyer shall restore the Property to the condition it was in prior to the exercise of its right of entry to the extent its said exercise shall have disturbed the same. Buyer hereby agrees (which agreement shall survive Closing or termination of this Agreement) to indemnify, defend and hold Seller harmless of and from any and all claims or obligations of any kind that may be incurred as a direct result of said exercising this right of access to the Property prior to closing (collectively, "Buyer's Indemnity Obligations"); provided, Buyer's Indemnity Obligations shall not extend to losses arising out of the negligence, gross negligence or willful misconduct of Seller or third parties (provided "third parties" as referenced in this sentence shall not include employees, agents, contractors, consultants or other representatives of Buyer). In the event that the Buyer terminates this Agreement, at the request of Seller, Buyer will provide to Seller a copy of any environmental investigation written report or other physical inspection that Buyer receives during the pendency of this Agreement.

#### **8. Seller's Representations and Warranties.**

Notwithstanding anything to the contrary in this Agreement, the following are specific conditions which must be true at the time that this Agreement is executed and must be true at the time of Closing. These conditions must be satisfied at Closing. Satisfaction will be in the manner prescribed below and by affidavit executed under oath by the Seller. As a material inducement to Buyer to enter into this Agreement, Seller represents and warrants to Buyer that the following are true and correct:

- i. That Seller has full right to and are duly authorized to enter into and consummate this Agreement.
- ii. That to Seller's knowledge there is no litigation or proceeding pending or threatened against or relating to the Property being sold and purchased hereunder (except for any threatened condemnation action by Buyer).
- iii. That the Seller has not been advised of, nor is aware of, the existence of any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") 42 U.S.C. 9601(14), Pollutants or Contaminants as defined by CERCLA or hazardous waste as defined by the Resource Conservation and Recovery Act, 42 U.S.C. 6903(5), on the Property in violation of law.
- iv. That to Seller's knowledge, the Property is free and clear of all monetary liens and encumbrances whatsoever except as may be set forth in the Title Commitment.
- v. That, (a) to Seller's knowledge, there are no Construction Liens under Chapter 713 of the Florida Statutes filed against the above described Property; (b) Seller has not made or contracted for repairs, improvements or other work done to or labor, materials or services, bestowed upon the above described Property or any portion thereof, for which any or all of the cost of the same remains unpaid; and (c) to Seller's knowledge, no person, firm or corporation is entitled to a lien under Chapter 713 of the Florida Statutes.
- vi. That Seller has not entered into any leases of the Property which remain in effect, and to Seller's knowledge, there are no other parties in possession, or entitled to possession, of the Property (or any part thereof) other than Seller.

- vii. That Seller has not received written notice of any outstanding violation of city, county or state ordinances, laws or governmental regulations that pertain to the Property.
- viii. That to Seller's knowledge there are no unsatisfied judgments nor any federal, state or county tax deficiencies which are a lien against the Property, except taxes for the current year, which remain unpaid.
- ix. That there has not been filed by or against Seller a petition in bankruptcy or other insolvency proceedings or for the reorganization or the appointment of a receiver or trustee, nor has Seller made an assignment for the benefit of creditors, or filed a petition for an arrangement, or entered into an arrangement with creditors, or admitted in writing its inability to pay debts as they become due.
- x. That to Seller's knowledge there are no special or benefit assessments or other public charges (other than general real estate taxes and other than as may be reflected in the Title Commitment) pertaining to the Property.
- xi. That at the time of the making of this Agreement and the time of closing on this Agreement and conveyance of a deed to the Buyer, the Property is not homestead property.
- xii. That Seller shall comply with Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder.
- xiii. That the affidavit is made for the purpose of inducing the Buyer to purchase the Property.

The foregoing representations and warranties shall not be affected by independent investigation, verification or approval by Buyer or anyone acting on behalf of Buyer.

#### **9. Buyer's Representations and Warranties.**

Buyer represents and warrants to Seller that:

- i. Buyer is an active and current Florida municipal corporation.
- ii. Buyer is acting as principal in this transaction with authority to close the transaction, subject to Governing Body approval set forth herein.
- iii. By the end of the Investigation Period, Buyer will have, to the extent it desires, inspected the Property fully and completely at its expense and will have ascertained to its satisfaction the extent to which the Property complies with applicable zoning, building, environmental, health and safety and all other laws, codes and regulations.
- iv. Unless otherwise disclosed to Seller in writing, neither Buyer nor any affiliate of or principal associated with Buyer is anything other than a citizen of, or partnership, corporation or other form of legal person domesticated in the United States of America.

#### **10. Governing Body Approval**

a. Execution Date and Effective Date. The date of the Contract shall be referenced herein as the Execution Date and will be the date that the last one of the Buyer and Seller has signed this offer or the final counteroffer, as the case may be. The

Effective Date of this Agreement is the date of the approval of the Governing Body as set forth herein.

b. Governing Body Approval. The duties and obligations hereunder are expressly conditioned upon approval of the purchase and sale of the Property pursuant to the terms and conditions of this Agreement by the Governing Body. For purposes of this Agreement, Governing Body is defined as the City Council of the City of Melbourne, a Florida municipal corporation. The City Manager of the City of Melbourne agrees that promptly, following the Execution Date, she will undertake actions to obtain the approval of the Governing Body, including, as applicable, provision of required public notice as necessary prior to requesting such Governing Body approval. In the event that the Governing Body denies approval of the purchase of the Property pursuant to terms and conditions of this Agreement or does not grant such approval before a date that is the second monthly anniversary of the Execution Date, then either the Buyer or the Seller may notify the other party of its election not to proceed hereunder for lack of Governing Body approval by issuing a written termination notice to the other party and the Escrow Agent, in which event all Deposits paid hereunder shall be returned to Buyer, and Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement, except for the Buyer's Indemnity Obligations. Upon obtaining such Governing Body approval, Buyer shall provide prompt written notice to Seller and Escrow Agent.

#### **11. Conditions to the Obligations of Buyer.**

The obligation of Buyer to close is subject to the satisfaction at Closing of each of the following conditions:

- i. The representations and warranties of Seller set forth and incorporated herein shall be materially true in all respects.
- ii. Seller shall have performed all of its material obligations hereunder to be performed on or prior to Closing.
- iii. Buyer shall have obtained the desired Easements as set forth in paragraph 5(d) of this Agreement.

Should the foregoing conditions precedent not have been satisfied by Closing, or not waived by Buyer, then and in that event this transaction shall at the election of Buyer be null and void, all of the parties hereto shall be relieved of all obligations to each other (except for the Buyer's Indemnity Obligations), and the Deposit and all accrued interest shall be forthwith returned to Buyer.

#### **12. Closing.**

This transaction shall be closed and all instruments of conveyance delivered on or before thirty (30) days after termination of the Investigation Period (the "Closing" or the "Closing Date").

#### **13. Buyer's Investigations.**

a. From the Execution Date until ninety (90) days after the Effective Date, Buyer shall have a period of time to perform investigations to satisfy itself that the Property is

suitable for its intended use (respectively, the "Investigation Period" and the "Investigations").

b. If Buyer should determine that the Property is not suitable for its intended use, Buyer may cancel this Agreement by delivering to Seller no later than 5:00 p.m. (local time at the Property) on the last day of the Investigation Period written notice of its intention to cancel, whereupon the Deposit and all accrued interest shall be paid to Buyer on demand and Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement, except for Buyer's Indemnity Obligations.

c. If Buyer should determine that it wishes to proceed to Closing, it shall deliver no later than 5:00 p.m. (local time at the Property) on the last day of the Investigation Period, written notice of its intention to proceed. Buyer's failure to deliver notice pursuant to either paragraph 13b. or 13c. shall be deemed its election to terminate this Agreement, whereupon the Deposit and all accrued interest shall be paid to Buyer on demand and Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement except for Buyer's Indemnity Obligations.

d. BUYER SHALL NOT CONDUCT OR ALLOW ANY PHYSICALLY INTRUSIVE OR DESTRUCTIVE TESTING OF, ON OR UNDER THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CORE BORINGS OR PHASE II ENVIRONMENTAL ASSESSMENT) WITHOUT FIRST OBTAINING SELLER'S WRITTEN CONSENT AS TO THE TIMING AND SCOPE OF WORK TO BE PERFORMED (WHICH CONSENT MAY BE WITHHELD IN SELLER'S SOLE DISCRETION) AND, UPON REQUEST OF SELLER, ENTERING INTO AN ACCESS AGREEMENT IN A FORM ACCEPTABLE TO SELLER AND SELLER.

e. Buyer will not interfere with the activity of tenants or any persons occupying or providing service at the Property and will restore promptly any physical damage caused by the inspections. Buyer shall give Seller reasonable prior notice of its intention to conduct any inspections, and Seller reserves the right to have a representative present. Upon request, Buyer agrees to provide Seller with a copy of any inspection reports. Any inspections and investigations shall be at Buyer's expense.

f. Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information supplied to Buyer in connection with Buyer's inspection of the Property (e.g., that such materials are complete, accurate or the final version thereof, or that all such materials are in Seller's possession). It is the parties' express understanding and agreement that such materials are provided only for Buyer's convenience in making its own examination and determination prior to the termination of the Investigation Period, as hereinafter defined, as to whether it wishes to purchase the Property, and, in doing so, Buyer shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller. Buyer expressly disclaims any intent to rely on any such materials provided to it by Seller in connection with its inspection and agrees that Buyer shall rely solely on its own independently developed or verified information.

g. During the term of this Agreement, prior to entering into leases, contracts and/or lease terminations pertaining to the Property, Seller will consult with Buyer regarding same. No leases or contracts pertaining to the Property which will survive the Closing will be executed without Buyer's prior written consent. In the event Buyer does not provide its consent or disapproval within fifteen (15) business days after Seller's request therefor, it shall be deemed that Buyer consented to such request.

h. Buyer may extend the Investigation Period for another thirty (30) days extension by delivering written notice and paying to Escrow Agent an additional Five Thousand (\$5,000.00) Dollars as an additional Deposit (whereupon the same shall be held and disbursed as part of the "Deposit" hereunder). Under no circumstances or conditions will the Investigation Period be extended beyond 120 days from the "Effective Date" except as otherwise agreed by the parties.

#### **14. Closing Charges and Procedure.**

a. Buyer is a tax-exempt entity. If any, Buyer shall pay the cost of State documentary stamps which are required to be affixed to the Deed, and the cost of recording the Deed. Buyer shall pay for the abstracting, preparation and premium costs of the Title Policy. Seller shall pay for the satisfaction of any mortgages granted by Seller encumbering the Property. Seller shall pay broker and agent fees.

b. Taxes for real property shall be prorated based on the current year's taxes. If the current year's tax assessments are not available, taxes will be prorated based on the prior year's taxes. Any tax proration based on an estimate may at the request of either party hereto be readjusted upon receipt of the tax bill.

c. Seller shall prepare and furnish the Deed, FIRPTA certificate, closing statements and any corrective instruments that may be required in connection with perfecting title (to the extent Seller is required to deliver the same under the terms of this Agreement).

#### **15. Escrow.**

The party acting as Escrow Agent is authorized and agrees to hold the Deposit and cash proceeds of sale in escrow in accordance with the terms and conditions of this Agreement. Checks issued for the Deposit will be deposited promptly for clearance. The Escrow Agent shall not be held responsible for nonpayment of checks received. In the event Escrow Agent is in doubt as to its duties and liabilities under the provisions of this Agreement, it may in its sole discretion, continue to hold the monies which are the subject of the escrow until Buyer and Seller mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held in escrow pursuant to this Agreement with the clerk of the court having jurisdiction of the disputes, and upon notifying all parties concerned of such action, all liability on its part shall fully cease and terminate except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein the Escrow Agent is made a party by virtue of acting as escrow agent hereunder, or in the event of any suit wherein the Escrow Agent interpleaded the subject matter of the escrow, Escrow Agent

shall be entitled to recover a reasonable attorneys' fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Buyer or Seller of monies subject to the escrow, unless such mis-delivery shall be due to willful breach of the Agreement or gross negligence on its part.

**16. Default.**

a. If Seller fails, neglects or refuses to perform any obligation of Seller under this Agreement and to cure the same within five (5) business days of written notice from Buyer, Buyer, as its sole remedy, may either elect to terminate this Agreement (in which event Buyer shall receive the return of the Deposit and accrued interest) or Buyer shall have the right to bring an action for specific performance.

b. If Buyer fails to perform any obligation of Buyer under this Agreement within the specified time and fails to cure the same within five (5) business days of written notice from Seller, and provided Seller shall not be in default of the terms hereunder, as Seller's sole remedy, except as hereinafter provided, the Deposit shall be paid to Seller as liquidated damages (there being no method available at the date hereof to ascertain damages), consideration for the execution of this Agreement, and full settlement of any claims, whereupon this Agreement shall be terminated and Seller and Buyer shall be relieved of all obligations under this Agreement except for Buyer's Indemnity Obligations.

**17. Notices.**

In the event that either party desires to give notice pursuant to this Agreement, notice will be given by first class certified U.S. Mail, return receipt requested, or by hand delivery or by email as follows:

TO BUYER:           City Manager  
                          City of Melbourne  
                          900 East Strawbridge Avenue  
                          Melbourne, Florida 32901  
                          321-608-7200  
                          Email: City.Manager@mlbfl.org

Copy to:            City Attorney  
                          City of Melbourne  
                          900 East Strawbridge Avenue  
                          Melbourne, Florida 32901  
                          321-608-7240  
                          Email: City.Attorney@mlbfl.org

TO SELLER           Name  
                          Address  
                          Phone:  
                          Email:

Notice is deemed to have been given when deposited in the U.S. Mail, postage prepaid, and addressed, all as provided above, or when hand delivered and received at the above address or when sent via email to the above email addresses. The addressee giving notice may unilaterally change said addressee's name or said addressee's address by giving notice as provided above. In the event of delivery by a method other than email, an email copy of such notice must be sent within one (1) business day. In the event of delivery by email of matters invoking termination or breach of this Agreement, a hard copy of such notice must be sent within one (1) business day via another method provided for above under this Section 17 unless such email notice is acknowledged in writing by the recipient or its counsel. Counsel for a party may deliver notices on its behalf.

**18. Broker.**

Buyer and Seller covenant and agree to defend, indemnify and save the other harmless from and against any actions, damages, real estate commissions, fees, costs and/or expenses (including reasonable attorneys' fees), resulting or arising from any commissions, fees, costs and/or expenses due to any real estate brokers or agents, because of the purchase and sale of the Property and the execution and delivery of this Agreement, due to the acts of the indemnifying party. Notwithstanding the foregoing, the parties agree that Seller shall pay any and all broker and agent costs at closing. The terms of this Section shall survive the Closing or earlier termination of this Agreement.

**19. Radon Gas.**

There are no buildings on the Property.

**20. Miscellaneous.**

a. This Agreement shall be construed in accordance with the laws of the State of Florida, and venue for any dispute arising out of this Agreement shall lie in Brevard County, all parties consenting to jurisdiction therein. This Agreement shall not be construed more strongly against either party regardless of which party is responsible for its preparation.

b. In connection with any litigation, including appellate and bankruptcy proceedings, arising out of this Agreement, each party each party shall be responsible for its own attorneys' fees and costs.

c. This Agreement contains all the terms, promises, covenants, conditions and representations made by or entered into by and between Seller and Buyer, and supersedes all prior discussions and agreements whether written or oral with respect to the subject matter hereof, the parties expressly stating that this Agreement is fully integrated.

d. This Agreement shall bind and accrue to the benefit of the parties hereto and their heirs, executors, administrators, assigns and successors in interest. If any portion of this Agreement is determined to be unlawful, the remaining portions shall remain in

full force and effect as if such unlawful portion(s) did not appear herein. Buyer shall not assign this Agreement without the prior written consent of Seller.

e. Seller's warranties, agreements, covenants and representations set forth in this Agreement shall be merged upon delivery of the instrument of conveyance and shall not survive the Closing.

f. Seller understands and agrees that Buyer is a public entity subject to the Florida Public Records Law and broad open records policies established by the City of Melbourne. Seller further understands and agrees that this Agreement and related information must be included City Council packets that are readily available to the general public through an online portal. Nothing herein shall limit the material to be provided to City Council, whether in a City Council agenda packet (which is readily available to the general public) or otherwise. In the event Seller objects to inclusion in a City Council agenda packet of particular due diligence information, surveys, reports and the like (including without limitation, environmental reports, submitted to or generated by or on behalf of the Buyer in the course of inspections and evaluations of the Property), then Seller may terminate this Agreement by issuing a written termination notice to the Buyer and the Escrow Agent, in which event all Deposits paid hereunder shall be returned to Buyer, and Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement, except for the Buyer's Indemnity Obligations. At all times Buyer and Seller shall have the right to disclose transaction information as legally required and/or as is consistent with disclosure obligations pursuant to Securities and Exchange Commission compliance.

g. No councilmember or employee of Buyer, nor any authorized agent, advisor, representative, affiliate, or other person or entity acting on Buyer's behalf, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Seller and its successors and assigns and, without limitation all other persons and entities, shall look solely to Buyer's assets for the payment of any claim or for any performance and Seller, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

h. This Agreement cannot be modified or amended orally, and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Buyer.

i. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Seller may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Buyer, which consent may be withheld in Buyer's sole discretion. Any purported assignment without Buyer's consent shall be void and of no force or effect, and all deposits plus interest shall be returned to Buyer.

j. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one of the same instrument. Any party may transmit this Agreement electronically via electronic mail; the signature of any person or entity on any such electronically transmitted copy shall be deemed an original signature; and each such electronically transmitted copy shall have the same binding effect as a manually signed and transmitted wet-ink original document.

**21. Acceptance.**

If Seller and Buyer shall not have executed this offer on or before August 1, 2026, this offer shall automatically become null and void.

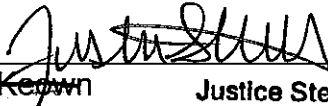
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

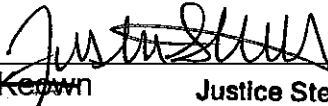
**BUYER:**

**CITY OF MELBOURNE**, a Florida  
municipal corporation

By:   
Jenni Lamb  
As City Manager

Date: 6/11/26

Attest:   
Kevin McKeown  
City Clerk

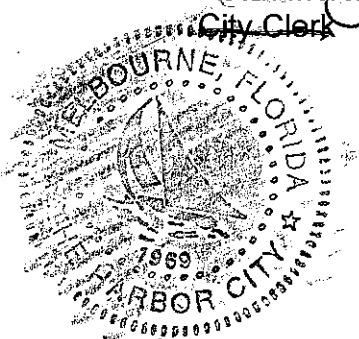
  
Justice Stevens  
Assistant City Clerk

**SELLER:**

**OTTO S. BOOZER, AS TRUSTEE OF  
THE OTTO S. BOOZER RESTATED  
REVOCABLE TRUST AGREEMENT  
DATED MARCH 31, 2003, AS  
AMENDED**

By: Otto S Booser Revocable Trust  
Name: Otto Sam Booser  
As Trustee

Date: June 13, 2026



### **ACKNOWLEDGMENT OF ESCROW AGENT**

The undersigned Escrow Agent hereby acknowledges receipt from the Buyer of the Good Faith Deposit in the sum of Twenty-five Thousand Dollars (\$25,000.00) which has been presented for payment immediately upon receipt of written advice that the Agreement has been fully-executed by the parties and the proceeds thereof are to be held by the undersigned pursuant to all the provisions of the Agreement. Upon the "Effective Date" there shall be on deposit with the Escrow Agent identified herein and below a total sum of Twenty-five Thousand Dollars (\$25,000.00) in escrow pending the closing. Receipt of all checks is subject to clearance.

By: \_\_\_\_\_  
Date: \_\_\_\_\_



**Melbourne City Council**  
**July 14, 2026**  
**City Manager's Item Report**

|                                            |                                   |
|--------------------------------------------|-----------------------------------|
| Department:                                | Fire Department - Code Compliance |
| Presenter:                                 | Steve Innes                       |
| Council District:                          | N/A                               |
| Reading Number:                            | N/A                               |
| Quasi-judicial Item (Disclosure Required): | No                                |
| Public Hearing:                            | No                                |
| Item Number:                               | C.21.                             |

**Subject:**

A resolution amending Building Division fees.

**Background/Consideration:**

House Bill 803 signed by the Governor and effective on July 1, 2026 introduces new legislation related to building inspection fees. The Laws of Florida 2026.63 / Section 553.791, Florida Statutes, requires building inspection fees to be calculated based on actual costs incurred by the City to provide such services. The Code Compliance (Building) Division is proposing the attached resolution providing for revised fee schedule to meet these new requirements.

**Fiscal/Budget Impact:**

None

**Requested Action:**

Approval of Resolution No. 4424.

RESOLUTION NO. 4424

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION NO. 4356 TO REVISE BUILDING DIVISION FEES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on May 27, 2025, City Council adopted Resolution No. 4356 which amended the schedule of miscellaneous development fees; and

WHEREAS, on June 10, 2025, City Council adopted Resolution No. 4357 which amended the effective date of the updated fee schedule for new applications; and

WHEREAS, on February 10, 2026, City Council adopted Resolution No. 4403 which amended the land alteration permit fees; and

WHEREAS, recent amendments to the Florida Statutes that have changed the way jurisdictions can charge for certain inspection fees and these amendments have gone into effect as of July 1, 2026; and

WHEREAS, this resolution provides for an amendment to Resolution No. 4356 to update Building Division fees.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 2. of Resolution No. 4356 is hereby revised as follows:

\* \* \* \*

**BUILDING DIVISION**

**Construction-related permit fees**

For any work requiring a construction-related permit, as prescribed in the Florida Building Code adopted by the City of Melbourne, the base fee schedule shall be based on the estimated cost of construction. The cost of new construction shall be calculated using the most current edition ICC (International Code Council) building valuation ~~data or contracted price, whichever is greater~~ tables. Construction-related permits shall include, but not be limited to:

- New commercial building
- New one- and two-family dwelling
- Addition/alteration
- Attached/detached accessory structure
- Swimming pool
- Docks/marine structure
- Single trade permit, building, plumbing, mechanical, electrical, fuel/gas, specialty trades, fence, irrigation, signs, reroof, fire protection system
- Demolition of structure
- Mobile home set-up
- Parking lot (seal coating, overlay, stripping)

#### Construction-related permit base fee schedule

| ESTIMATED COST OF CONSTRUCTION | FEE                                                                                                                                   |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| \$1,000.00 and less            | \$65.00                                                                                                                               |
| \$1,001.00 to \$50,000.00      | \$65.00 for first \$1,000.00 plus \$6.50 for each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00          |
| \$50,001.00 to \$100,000.00    | \$383.50 for first \$50,000.00, plus \$5.50 for each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00      |
| \$100,001.00 to \$500,000.00   | \$653.00 for the first \$100,000.00, plus \$4.50 for each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00 |
| \$500,001 and up               | \$2,448.50 for the first \$500,000.00, plus \$3.50 for each additional \$1,000.00 or fraction thereof                                 |

~~Permits with multi-trades will be charged an additional \$35 per trade~~

~~Plan check fee .....50% of the permit fee~~

~~Life safety fee: .....25% of the permit fee  
(All buildings except single-family and duplex dwellings)~~

#### ~~Additional permit categories~~

Regardless of the value of construction, a permit fee of \$125 shall apply to the following permit categories:

- ~~Demolition of structure~~
- ~~Mobile home set-up~~
- ~~Parking lot (seal coating, overlay, striping)~~

### Miscellaneous

| DESCRIPTION                                                                    | FEE                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Inspection fee (permits that are not based on the ICC valuation tables)</u> | <u>Inspections fees to be calculated on the projected cost of inspection staff</u>                                                                                                                                                                                                                                                  |
| <u>Plan check fee</u>                                                          | <u>50% of the base fee</u>                                                                                                                                                                                                                                                                                                          |
| <u>Life Safety (all buildings except single-family and duplex dwellings)</u>   | <u>25% of the base fee</u>                                                                                                                                                                                                                                                                                                          |
| <u>Administrative permit</u>                                                   | <u>\$125.00</u>                                                                                                                                                                                                                                                                                                                     |
| <u>Permits with multiple trades</u>                                            | <u>\$35 per trade review</u>                                                                                                                                                                                                                                                                                                        |
| <u>Review and re-stamp replacement copies of approved plans</u>                | <u>\$65.00</u>                                                                                                                                                                                                                                                                                                                      |
| Any inspection that results in deficiencies and requires a re-inspection       | <u>\$35.00/first re-inspection</u><br><u>\$65.00/second re-inspection</u><br><u>\$125.00/each additional re-inspection</u><br><br><u>First re-inspection fee shall be equal to the original inspection fee</u><br><br><u>All following re-inspections shall be charged four times original inspection rate per F.S. § 553.80(2)</u> |
| <u>Partial inspections</u>                                                     | <u>Same as original inspection fee</u>                                                                                                                                                                                                                                                                                              |

|                                                                                                                                                                                               |                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Plans for a single project receiving two plan reviews and the plans are still not approved for construction                                                                                   | An additional plan check fee equal to one-half of the original plan check fee shall be paid before any further plan review is done. This fee shall be applied to each subsequent review for the project. |
| Review revised plans after a permit has been issued                                                                                                                                           | \$35.00 per trade                                                                                                                                                                                        |
| When work that requires a permit commences prior to issuance of a permit (without Building department <u>Division</u> authorization)                                                          | All applicable permit fees shall be doubled                                                                                                                                                              |
| When work is complete and the permit holder fails to schedule a final inspection within 180 days of permit issuance date or 180 days after last approved inspection date, whichever is latest | \$125.00                                                                                                                                                                                                 |
| Extension of a permit granted by the Building Official                                                                                                                                        | \$35.00                                                                                                                                                                                                  |
| The owner authorizing the work shall pay for plan review services if permit is void or expires and plan review was complete                                                                   | Full amount of plan review fee                                                                                                                                                                           |
| Technology fee (per <del>each permit</del> <u>applied to all Building Division fees</u> )                                                                                                     | <del>\$15.00</del> <u>5%</u>                                                                                                                                                                             |
| Building permit review by Community Development Department and Engineering Department (per each permit)                                                                                       | \$25.00 per department                                                                                                                                                                                   |
| <u>Beneficial use up to 30 days</u>                                                                                                                                                           | <u>\$125.00 (can be renewed after 30 days for an additional \$100.00)</u>                                                                                                                                |
| <u>Exemption request</u>                                                                                                                                                                      | <u>\$62.50</u>                                                                                                                                                                                           |

\* \* \* \*

SECTION 2. That the remaining provisions of Resolution Nos. 4356, 4357 and 4403 shall remain in full force and effect.

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

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

BY: \_\_\_\_\_  
Paul Alfrey, Mayor

ATTEST: \_\_\_\_\_  
Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4424