



City of Melbourne, Florida City Council Agenda

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

July 28, 2026, 6:30 PM

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

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

A. OPENING

1. **Invocation** - Ethan Ostrom, Avivamiento Melbourne
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
 - a. Proclamation declaring August 2026 as "Florida Water Professionals Month"
 - b. Presentation of Employee Service Awards
5. **Approval of Minutes** - July 14, 2026 Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. Travel authorization to attend the Space Coast 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. (Continued - 6/9/2026)
9. **Ordinance No. 2026-27 (AV2026-0003):** (Second Reading/Public Hearing) An ordinance to abandon and vacate a public alley right-of-way located at 1710 Stockton Street. (First Reading - 7/14/2026)

10. **Ordinance No. 2026-28 (AV2026-0005):** (Second 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. (First Reading - 7/14/2026)
11. **Ordinance No. 2026-29 (AV2025-0007):** (Second 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. (First Reading - 7/14/2026)

C. NEW BUSINESS

12. Contract award for Crane Creek Reserve Golf Course - Electrical Improvements, Project No. 10621, Accurate Power & Technology, Inc., Eustis, FL - \$142,130.
13. **CONSENT AGENDA:**
 - a. Termination of Memorandum of Agreement between the City of Melbourne and Florida Department of Transportation for maintenance of landscaped areas and roadways in state rights-of-way.
 - b. License Agreement for laydown yard between the City of Melbourne and in-Depth, Inc. for temporary use of a portion of Ballard Park, 924 Thomas Barbour Drive, for the Navigational Aids and Channel Markers project; and authorization for the City Manager to execute the agreement.
 - c. Extension of the contract for Annual Independent Audit Services, Carr, Riggs & Ingram, LLC, Melbourne, FL — total estimated cost of \$130,650.
 - d. **Resolution No. 4425:** A resolution authorizing the City Manager to submit a grant application to the Florida Department of Environmental Protection for FY 2026-2027 Alternative Water Supply Funding for the Reverse Osmosis Water Treatment Plant Expansion at Joe Mullins RO Water Treatment Plant Project in the amount \$20,575,400.
 - e. **Resolution No. 4426:** A resolution authorizing the City Manager to submit a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), for FY 2026 Cops Law Enforcement Mental Health and Wellness Act (LEMHWA) Program funding in the amount \$182,132 to expand access to mental health and wellness services for the Police Department.

14. ITEMS REMOVED FROM THE CONSENT AGENDA

15. Substantial Amendment to the Community Development Block Grant (CDBG) FY 2025-2026 Action Plan. (Public Hearing)

16. Substantial Amendment to the HOME Investment Partnerships Program (HOME) FY 2022-2023 and 2025-2026 Action Plan. (Public Hearing)

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

E. ADJOURNMENT

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

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

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

Memorandum

To: Jenni Lamb, City Manager
Thru: Ruth Lovejoy, Acting Director of Human Resources
From: Sally Alford, Administrative Assistant III
Date: June 2, 2026
Re: June – July 2026 Employee Service Award Presentation

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

Thirty-Five Years

Ilona Gervais – Parks Maintenance

Thirty Years

Douglas Conte – Fire Operations
Gary Thron – Fire Prevention

Twenty-Five Years

Daniel Desormier – Police Operations

Twenty Years

Richard Bartholomay – Police Operations
Bradley Blout – Police Operations
Wesley Brunson – Fleet Management
Kevin Courtright – Wastewater Collection
Christopher Mavis – Wickham Park
Judith Straub – Engineering

Fifteen Years

Jason Kies – Streets Management

Ten Years

Joshua Buckingham – Fire Operations
Cameron Canales – Fire Operations
Jason Frost – Fire Operations
Michelle German – Code Compliance
Isabella Gonzalez – Procurement
David McGinnis – Water Distribution

Five Years

Timothy Bowman – Water Production
Robert Favreau – Water Distribution
Gavin Fox – Fire Operations
Becky Hanna – Harbor City Golf Course
Dylan Hawkins – Streets Management
Nicholas Lamb – Fire Operations
Louis Morrical – Information Technology
Max Yesowitch – Fire Operations

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

Thank you.

cc: Cheryl Mall, Public Information Officer

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

A. OPENING

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

Present:

Paul Alfrey	Mayor
Marcus Smith	Council Member, District 1
Mark LaRusso	Council Member, District 2 (arrived at 6:33 p.m.)
David Neuman	Council Member, District 3
Rachael Bassett	Council Member, District 4
Mimi Hanley	Council Member, District 5
Jenni Lamb	City Manager
Joan Junkala-Brown	Deputy City Manager
Adam Conley	City Attorney
Kevin McKeown	City Clerk
Justice Stevens	Assistant City Clerk
Rebecca Thibert	Assistant to the City Manager

Present:

Julie Kennedy	Vice Mayor (out of town)
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4. Proclamations and Presentations

The Mayor presented one proclamation declaring July 26, 2026 as “Mangrove Day” to Brooke Blosser and Environmental Outreach Manager Megan Ruben; one proclamation recognizing the 100th anniversary of St. John’s Missionary Baptist Church to Vanessa Bailey and Yvonne Minus; and one declaring July 2026 as “Parks and Recreation Month” to Director of Parks and Recreation Nikki Caldwell and other city staff.

5. Approval of Minutes – June 9, 2026 Regular Meeting

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

6. City Manager’s Report

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City Manager Jenni Lamb stated that staff is requesting to move Item No. 13 to immediately after Item No. 20 on the agenda. There were no objections from City Council.

Additionally, Mrs. Lamb reminded Council that the budget special meeting will be held on Wednesday, July 29, at 5:30 p.m. She also noted that 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.

Finally, Mrs. Lamb asked Council Member Mimi Hanley to comment on a request for a signed letter to Rep. Mike Haridopolos. Ms. Hanley stated that she spoke with Rep. Haridopolos while traveling in Washington D.C. and stated that he requested that the city put its federal priorities into a letter signed by all of City Council. Mrs. Lamb stated that she would get with Vice Mayor Kennedy to obtain her signature another time. There were no objections from City Council for anyone to sign the letter.

7. Public Comments

Peter Wasilousky, Indian Harbour Beach, stated that he was speaking on behalf of individuals who live by a booster pump station and brought up previous requests for noise abatement. He asked that the city address the residents' concerns.

Dr. Ray Shackelford, Melbourne, discussed the founders of the City of Melbourne.

Alberta Clinkscales, representing the Evans Center, discussed four neighborhoods in the south Melbourne area that are being looked at for a "neighborhood concept plan" and asked the Council for \$40,000 to help with moving this project plan along.

Mark Holshoe, Melbourne, requested that Council consider re-installing benches throughout Downtown Melbourne.

Mayor Alfrey requested that the city will look into this. He stated with improvements that have taken place downtown, now is a good time to revisit this. There were no objections. Council Member David Neuman stated that he strongly supported revisiting this topic.

Kim Meriedeth, City Bistro at the Melbourne Auditorium, thanked Mr. Smith for inviting her to the meeting to discuss her history with the city and spoke on her successful efforts to provide services to over 1,800 events over the course of her tenure in the auditorium.

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Stefan Hartman, 2196 Colony Drive, stated that the homeless are still in Downtown Melbourne and that the freight train coming through Downtown Melbourne can sometimes spray gravel, which he believes is an accident waiting to happen. Additionally, he discussed a Facebook post that discussed common perceived issues with the downtown area, including vacant buildings. He stated that he recommended that the Downtown Melbourne CRA Advisory Committee (of which he is a member) recommend that Council consider removing permitting fees or otherwise incentivizing businesses.

Kevin Maby II, 805 Camellia Drive, requested that the city cancel its contract for Flock cameras and discussed the elements of responsible data security.

Mayor Alfrey stated that in his mind, there have been instances of misuse of these cameras throughout the country. He stated that he intended to bring back a discussion item on the topic for the community. Mrs. Lamb asked if Mayor Alfrey intended this to be discussed at an August meeting and stated that she would speak with him after the meeting to discuss this further.

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)

(Council Member Mark LaRusso stepped out of the chamber at 7:25 p.m.)

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

Moved by Neuman/Smith for approval of Ordinance No. 2026-26, based upon the findings contained in the Planning & Zoning memorandum. The roll call vote was:

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

Motion carried unanimously. Mr. LaRusso was not present for the vote.

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.

Public Works and Utilities Assistant Director Thomas Baker reported that 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

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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.

(Mr. LaRusso returned to the chamber at 7:27 p.m.)

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.

Moved by Neuman/Bassett for 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. Motion carried unanimously.

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.

Mr. Baker reported that 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.

Moved by Neuman/LaRusso for 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. Motion carried unanimously.

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.

Mr. Baker reported that 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

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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.

Discussion continued.

Moved by Neuman/Bassett for 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. Motion carried unanimously.

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.

Mr. Baker reported that 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.

Moved by Neuman/Bassett for 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. Motion carried unanimously.

(At this point on the agenda, Council moved to Item No. 14.)

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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.

Mr. Ennis reported that 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.

Moved by Neuman/Bassett for 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 (included in the agenda package). Motion carried unanimously.

(Council then returned to the normal order of the agenda, considering Item No. 21.)

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.

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- 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.

Mayor Alfrey announced that Ms. Hanley removed Item g. for further discussion.

Moved by LaRusso/Neuman for approval of the consent agenda, less Item g.
Motion carried unanimously.

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

- g. Professional Engineering Services selection for the Downtown Core Streetscape Project and authorization to negotiate a contract with Kimley-Horn & Associates, Inc., Melbourne, FL.

City Engineer James Ennis reported that 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.

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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.

On June 4, 2026, five 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; and LJA Engineering, Inc., Melbourne, FL.

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.

Ms. Hanley suggested that with the proposed property tax referendum on the ballot in November, the city should hold off on moving forward with this item. She addressed her concerns about how moving forward with this could impact businesses.

Mr. Neuman stated that businesses are begging the city to do something about Downtown Melbourne.

Discussion continued.

Mr. Neuman stated that this is not just a “look” and “feel” of Downtown Melbourne; it is about working on critical infrastructure underneath that potentially new, beautiful layer. He stated that this project is critical.

Moved by Neuman/Alfrey to 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. Motion carried unanimously.

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

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for the cited respondents and property located at 2442 Empire Avenue. (Cited Respondent(s)/Current Owner(s): James & Sheila Teele) (Applicant: James Teele)

Code Enforcement Official Mark Herold reported that 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 (Mimisco 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 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 its 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 reviewing the case facts and respondent's testimony, the Code Enforcement Board concurred with staff, and recommends Council support denial of the respondents request.

The Mayor opened the public hearing.

James Teele, applicant, discussed his reasons for submitting a lien rescission, which included various hardships. He stated that he is now in compliance and thus, he requested the lien rescission.

Mr. LaRusso asked for confirmation of whether Mr. Teele is in compliance. Mr. Herold stated that he is in compliance as of October 2025.

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Council reviewed the property's code enforcement summary, including the compliance time period of one year, ten months and 20 days, as well as staff's reason for having the balance remain \$1,250. Mr. Herold stated that the \$1,250 represents the original fine amount.

Mr. LaRusso expressed his desire to keep the fine at \$1,250 and support the lien rescission request.

Ms. Bassett asked for clarification on how the city's costs are determined. Mr. Herold discussed elements such as administrative time, travel to the property, etc.

Mayor Alfrey asked Mr. Teele, as a member of the Code Enforcement Board himself, how he would respond to a case like this if he were considering it.

Discussion continued.

Moved by Neuman/LaRusso for 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. Motion carried unanimously.

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.

(Mr. Neuman stepped out of the chamber at 8:33 p.m.)

Attorney Conely read the ordinance by its title. Mr. Ennis reported that the applicant, Dwight Clark, has requested the vacation of the unimproved ten-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.

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

Harry Clark, applicant, was available for questions.

Moved by Bassett/Alfrey for approval of Ordinance No. 2026-27. Motion carried unanimously. Mr. Neuman was not present for the vote.

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.

(Mr. Neuman returned to the chamber at 8:34 p.m.)

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Attorney Conely read the ordinance by its title. Mr. Ennis reported that 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.

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

Moved by Bassett/Alfrey for approval of Ordinance No. 2026-28. Motion carried unanimously.

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.

Attorney Conley read the ordinance by its title. Mr. Ennis reported that 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: The 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

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existing easement. Conditions to the abandonment and vacation to this effect are included in the proposed ordinance for Council's review and approval.

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

Moved by Hanley/Bassett for approval of Ordinance No. 2026-29. Motion carried unanimously.

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.

Deputy City Manager Joan Junkala-Brown reported that 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 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.

Ms. Hanley stated that she still has an issue with this location. She discussed her concerns with the new fire station being built here.

Discussion continued.

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Mr. Neuman asked about this project's impact on the budget, considering an additional \$1 million needed for site work on the property. Mrs. Lamb stated that the burden is still shifting from one fire station to the next fire station.

Moved by Neuman/Bassett for approval of Resolution No. 4423. Motion carried.
Mr. Smith and Ms. Hanley voted nay.

(Following this item, Council considered Item No. 13 on the agenda.)

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

(Mr. Smith stepped out of the chamber at 9:00 p.m.)

Building Official Steve Innes reported that 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, require building inspection fees to be calculated based on actual costs incurred by the city to provide such services. The Building Division is proposing this resolution to provide for a revised fee schedule to meet these new requirements.

Moved by Bassett/Neuman for approval of Resolution No. 4424. Motion carried unanimously. Mr. Smith was not present for the vote.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Mr. Neuman stated that he took a tour of the South Melbourne area and talked to some concerned citizens on ideas to elevate that area. He also discussed his recent meeting with Downtown Melbourne business owners.

(Mr. Smith returned to the chamber at 9:02 p.m.)

Ms. Bassett commented on the success of the city's fireworks show on July 4.

Ms. Hanley discussed a last-minute invitation she received to attend an event on June 11 at "Capernaum Place." She stated that at this event, the City Council was thrown under the bus by the Mayor of Palm Bay who commented on the Council's lack of attendance at the event. She also talked about her attendance at a Habitat for Humanity event and received a plaque on behalf of the city. She commented on her attendance at the FAST Fly-In in Washington D.C. and her receipt of an invitation to be on a League of Cities "aviation board."

Mr. Smith discussed his attendance at the FAST Fly-In and displayed photos of his attendance. He commented on how he was asked to discuss the matter of PFAS and asked the City Attorney for further information on the status of the city's litigation regarding PFAS. Attorney Conley commented on the active litigation and stated that he would reach out to outside counsel for a status update.

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Mr. Smith added that he will not be in attendance for the July 28 regular meeting or the July 29 special meeting due to a medical procedure. Continuing, he commented on the East Central Florida Diamond Awards and recommended the city take a look at some of these awards. Mrs. Lamb stated that she would review these awards and report back to Council on what the city could be eligible to apply for. Finally, Mr. Smith discussed a meeting he attendance at Project Response on Babcock Street related to asset mapping.

Mr. LaRusso asked if the update on the city's Chamber membership will come back before Council. Mrs. Lamb replied that an item will appear on the next agenda.

Mrs. Lamb stated that Vice Mayor Kennedy requested that an update be shared regarding the county's meeting regarding the project on Turtle Mound Road and that the developer has changed the parameters of the project. Mayor Alfrey stated that Vice Mayor Kennedy did an amazing job speaking at the meeting.

E. ADJOURNMENT

The meeting adjourned at 9:25 p.m.

/s/ Kevin McKeown, City Clerk – July 22, 2026

Approved by Council:

Memorandum

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

Retirements:

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

CITY MANAGER'S ACTIVITY REPORT JUNE 2026

For Activity from June 1 to June 30, 2026

Public Assembly Permits Issued

- 6/5/26 Eau Gallie Square - EGAD First Fridays Music in the Park
- 6/6/26 Riverview - TCS Foods - Farmer's Market
- 6/7/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 6/13/26 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 6/14/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 6/20/26 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 6/20/26 Riverview - TCS Foods - Farmer's Market
- 6/21/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 6/21/26 Riverview - Jesse Jones - Juneteenth Event
- 6/28/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding

Purchases Approved by the City Manager

- Purchase of repair services for the camera box body truck for the Stormwater Division, Cues, Inc. Orlando, FL - total estimated amount of \$18,648.56.
- Purchase of (25) MMU's for the Traffic Signal MMU Replacement Project, No. M2618, Cubic ITS, Inc., Sugar Land, TX - \$33,525.
- Increase an existing purchase order by \$7,000 at Harbor City Golf Course Restaurant for alcohol - Carroll Distributing Company, Melbourne, FL - \$22,000.
- Purchase of traffic sign materials, Universal Signs and Accessories, Fort Pierce, FL - \$63,859.50.
- Contract award for Elevator Maintenance and Repair Services with Mowrey Elevator Company of Florida, Inc., Marianna, FL - estimated annual cost of \$13,620 and estimated total contract cost of \$81,720.
- Purchase of a 24-inch slanted disc check valve for the Water Production Division, CS3 Waterworks, Ocala, FL - estimated cost of \$60,530.
- Increase an existing purchase order by \$10,000 for sweeper spoil disposal services, Brevard County Board of County Commissioners, Viera, FL - total purchase order amount \$20,000.
- Emergency purchase for repair and re-pipe of building at Harbor City Golf Course, Certified Plumbing of Brevard, Inc., Palm Bay, FL - \$28,500.
- Increase funds to an existing Purchase Order in the amount of \$17,000 for liquid chlorine at Sherwood and Fee Avenue Pools from Hawkins, Inc., Minneapolis, MN - total amount \$44,000.
- Increase existing purchase order (26000200) by \$21,000 for additional testing services, Advanced Environmental Laboratories, Jacksonville, FL - total purchase order amount \$46,000.
- Purchase of repair services for the hydraulic drive units for Water Production's track loader, Bobcat of the Space Coast, Cocoa, FL - total estimated amount of \$16,530.05.
- Purchase of sole source browser-based traffic calming platform, Urban SDK, Inc., Jacksonville, FL - \$37,850.

- Purchase of fencing for Line St. Cemetery, Project No. 11625, All-Rite Fence Services, LLC., Orlando, FL - \$15,972.42.
- Purchase of iPads to support Traffic Preemption for Fire from Insight, Chandler, AZ - \$31,716.27.

Engineering Activity

- ***Task Orders Approved by City Manager***
 - o Facilities Condition Assessment and Master Plan, Project No. 12023, Task Order No. KH-F-001, consists of structural, mechanical electrical and plumbing site inspections and final condition assessment report detailing findings, Kimley-Horn & Associates, Inc., \$59,530.00.
 - o Professional Consulting Services for the Spring Creek Dredging site, Project No. 18420, Task Order No. DRMP-I-2025-010, consists of Site Assessment Services, DRMP, Inc., \$20,825.00.
 - o Professional Water and Wastewater Hydraulic Modeling and Permitting Consulting Services, Project No. 32323, Amendment No. 2 to Task Order No. CHA 018, consists of the Inverted Siphon Elimination Lift Station and Force Main Design Services, CHA Consulting, Inc., \$53,675.00.
- ***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 a 10-unit multifamily building 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 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.
 - o L3Harris – Corporate Hangar Renovation, ENGR2026-0027, The Redevelopment of the L3Harris Corporate hangar to accommodate a larger aircraft.

- o Ice Machine Satellite Beach, UTIL2026-0002, Installation of a line water connection to an ice machine. Scope of work includes connection to existing water line and all necessary fittings.
- o Unitarian Church Melbourne, UTIL2026-0003, The project consists of installing a new water service connection, including horizontal directional drilling under Meadowlane Avenue to install a proposed 6" water line connecting to the existing city of Melbourne water main.
- **Approved Plans**
 - o VFW 4206 Parking Expansion, ENGR2025-0004, A parking lot expansion and stormwater upgrades for the existing +/-5,000 SF VFW 4206 Building to provide additional member parking.
 - o The View at Palms Shores, UTIL2025-0011, Water service connection only.
 - o Orlando Health Melbourne – Parking Expansion, ENGR2025-0032, Proposed parking lot expansion at the Orlando Health Melbourne Hospital campus.

Development Final Inspections

- **Final Inspections**
 - o Dutch Bros. Coffee, ENGR2025-0021, A new 986 sf drive thru coffee shop.
 - o Boniface Hiers Kia Service Building, UTIL2025-0004, Removal of existing 6" DDCV to upsize to 8" DDCV so an additional hydrant can be provided off of water line to service new service building. Project also includes a water service to the new building downstream of the existing water meter. New sanitary sewer service is proposed to tie into existing gravity main on west side of parking lot.
 - o Dutch Bros FL 2901, UTIL2025-0005, The proposed project includes the construction of a Dutch Bros drive-through coffee shop within an outparcel of the Lowe's development tract.
- **Certificate of Completions Issued**
 - o Dutch Bros. Coffee, ENGR2025-0021, A new 986 sf drive thru coffee shop.
 - o Dutch Bros FL 2901, UTIL2025-0005, The proposed project includes the construction of a Dutch Bros drive-through coffee shop within an outparcel of the Lowe's development tract.
 - o Madison Midtown, ENGR2023-0030, The proposed project is a mixed-use development consisting of one mini- storage facility and the demolition of the auto center along with the construction of a new 240-unit, apartment development with five 4-story apartment buildings and amenities.
 - o Sunbelt Rentals, ENGR2023-0036, Construction of 4500sf retail structure for large equipment rental company, 9000sf shop building, associated equipment parking and storage areas.

Miscellaneous

- **Total Applications Reviewed**
 - o Permits/Plans: 239.
 - o Right-of-Way Permits - Reviewed: 36 / Approved: 22.

Engineering Construction Plan Submittals

- Grant Street Water Reclamation Facility Improvements, ENGR2026-0032, Improvements to City of Melbourne's Grant Street Water Reclamation Facility.

Development Activity

Formal Application Submittals

- CU2026-0007 / PLAN2026-0008 Space Coast Soccer Club Stadium Complex: A Conditional Use request to allow outdoor recreation (soccer stadium) with Site Plan approval on an overall 53.852±-acre site zoned M-1 (Light Industrial District), located on the south side of NASA Boulevard, east of Broadband Drive. **[Council District 4]**
- SDV2026-0001 / Mosswood Townhomes: Subdivision variance request to allow the Mosswood Townhomes development to be considered conforming without platting through the subdivision process (Appendix D, Chapter 8), on a 5.4±-acre site zoned R-2 (One-, Two- and Multiple-Family Dwelling Medium Density District), located on the east side of Mosswood Road, south of Aurora Road and north of Cannon Street, **[Council District 2]**
- PLAN2026-0007 / Makoto's Dressing Facilities: Site plan approval for the construction of a food processing building along with an office building on an overall 17.37±-acre site zoned M-1 (Light Industrial District), located east of John Rodes Boulevard, south of West Eau Gallie Boulevard, west of North Drive and north of Dow Road **[Council District 5]**

New Construction

- 1090 N Wickham Rd Melbourne FL 32934, Shell Building, CMG Eau Gallie
- 4600 N Wickham Rd Melbourne FL 32935, Maintenance Building, Eastwind Preserve
- 4600 N Wickham Rd Melbourne FL 32935, Garage #1, Eastwind Preserve
- 4600 N Wickham Rd Melbourne FL 32935, Garage #2, Eastwind Preserve
- 4500 N. Wickham Road Melbourne, FL 32935, Garage #3, Eastwind Preserve
- 4600 N. Wickham Road Melbourne, FL 32935, Apartment Building #1, Eastwind Preserve
- 4500 N. Wickham Road Melbourne, FL 32935, Apartment Building #3, Eastwind Preserve
- 4500 N. Wickham Road Melbourne, FL 32935, Garage #4, Eastwind Preserve
- 4500 N. Wickham Road Melbourne, FL 32935, Apartment Building #4, Eastwind Preserve
- 4600 N. Wickham Road Melbourne, FL 32935, Apartment Building #2, Eastwind Preserve
- 4600 N. Wickham Road Melbourne, FL 32935, Clubhouse, Eastwind Preserve
- 4500 N. Wickham Road Melbourne, FL 32935, Garage #5, Eastwind Preserve

Certificates of Occupancy

- 1800 Penn St Melbourne FL 32901, Interior Renovations, CACI
- 4735 N Wickham RD Melbourne FL 32935, Restaurant, Dutch Bros Coffee
- 821 E Eau Gallie Blvd Melbourne FL 32937, Bank, Chase

- 5185 N Wickham Rd Unit 103 & 104, Interior Renovations, The Drip Fitness

Internet Statistics

- Users – 50,000
- Pageviews – 137,000

Parks and Recreation Rentals

Facility Name	Number of Rentals
Ballard Park Pavilions	11
Brothers Park	0
Crane Park Pavilion	0
Eau Gallie Square	4
Front Street Gazebo	0
Front Street Pavilions	0
Jimmy Moore Pavilion	0
Eddie Lee Taylor, Sr. Park Pavilion	2
Pineapple Park Gazebo	0
Riverview Park Pavilions	9
Sherwood Pavilion	1
Southwest Pavilion	0
Wells Park	0
Eau Gallie Civic Center	16
Crane Community Center	8
Front Street Civic Center	21
Joseph N. Davis Community Center	0
Eddie Lee Taylor, Sr. Community Center	3
Melbourne Auditorium	11
Wickham Park Community Center	23

Water & Sewer Connection Permits

Inside City	Water	Sewer
Residential	6	6
Commercial	2	2
Outside City	Water	Sewer
Residential	2	2
Commercial	1	0
Relinquish Capacity	0	
New Connections	11	

Police Services

Type of Service	Number
Calls for Service Answered	9058
Traffic Contacts	1862
Traffic Citations Issued	1116
Parking Citations Issued	5
General Arrests	209
Narcotics Incident Offense Reports	126
Narcotics Arrests	126

Code Compliance Services

Fire Prevention Inspections	670
Building Inspections	1597
Building Permits	657
Code Enforcement Inspections	119
Non-permitted Signage	374

Fire Services

Residential	0
Commercial	3
Other	16
Mutual Aid	0
Rescue	1046
Miscellaneous	295
Total Fire Services	1360

HOUSING & URBAN IMPROVEMENT DIVISION

STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP)

- The Homeowner Housing Rehabilitation program conducted a pre-construction conference to initiate a rehabilitation project at 1025 Dove Street.

Business Tax Receipts Issued

Business Name	Address	Application Date	Business Type	Location
Bplusdiva Nails And Spa Llc	785 N Wickham Rd Unit: 103 Melbourne, FL 32935	4/10/2026	Beauty Salon	Commercial
Kristina's Little Canvases Llc	1520 Highland Ave Unit: 128 Melbourne, FL 32935	4/23/2026	Beauty Salon	Commercial
Krishan Investment Llc	4020 Dairy Rd Melbourne, FL 32904	5/1/2026	Grocery Stores, Convenience Stores, Supermarkets	Commercial

City Manager's Activity Report
June 2026

Sunrise Creek Llc	307 Lynn Av Melbourne, FL 32935	5/6/2026	Business Services	Home Base Business
La Copa Mundo Llc	2412 Irwin St Melbourne, FL 32901	5/8/2026	Computer Service Companies	Commercial
Ibs-FL-01, Llc	2882 Mariah Dr Melbourne, FL 32940	5/26/2026	Schools	Commercial
Dosoretz, Elizabeth N	1735 W Hibiscus Blvd Unit: 300 Melbourne, FL 32901	6/1/2026	Counselor, Social Worker	Commercial
Brevard Property Maintenance Llc	824 Glenmore Cir Melbourne, FL 32901	6/3/2026	Construction Service	Home Base Business
Royalty Braids And Weave Llc	1520 Highland Ave Unit: Ste 103 Melbourne, FL 32935	6/3/2026	Personal Services	Commercial
Jefa's Slice Llc	3600 N Wickham Rd Unit: 107 Melbourne, FL 32934	6/9/2026	Restaurants, Cafeterias	Commercial
Appleby, Paul Md	1350 S Hickory St Melbourne, FL 32901	6/9/2026	Physician	Commercial
Tilahun, Yaphhet Md	1350 Hickory St Melbourne, FL 32901	6/9/2026	Physician	Commercial
Day, Sienna	1350 Hickory St Melbourne, FL 32901	6/11/2026	Physician	Commercial
All I Need Sips & Social Llc	999 Mobile Food Citywide Melbourne, FL 32901	6/15/2026	Mobile Food Dispensing Vehicle	City Wide (Mobile Vending, Soliciting-Canvassing)
Sunshine State Gate Automation Llc	903 Espanola Way Melbourne, FL 32901	6/19/2026	Construction Service	Home Base Business
Vidalia Marketplace Inc	909 E New Haven Ave Unit: # 1 Melbourne, FL 32901	6/22/2026	Merchants, Retail And Wholesale	Commercial
Studio JI Llc	2419 S Babcock St Unit: A Melbourne, FL 32901	6/23/2026	Beauty Salon	Commercial



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

Department:	City Clerk's Office
Presenter:	Kevin McKeown
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	B.8.

Subject:

Space Coast Regional Chamber's 2026 Community Leadership Retreat.

Background/Consideration:

Council Member Mimi Hanley, Marcus Smith and David Neuman have expressed interest in attending the Space Coast 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."

At the June 9, 2026 regular City Council meeting, Council requested that this item return in July to provide more information regarding the city's membership with the Space Coast Chamber of Commerce. A brief history is summarized below:

The City of Melbourne has been a member of the Space Coast Chamber of Commerce (formerly the Melbourne Regional Chamber) since March 1995. The Chamber's current membership program is branded as an "investor program," whereby businesses and organizations make an annual financial investment to the Chamber. The program is designed to connect community leaders and other decision makers to facilitate partnerships and to collectively strengthen the economic climate and quality of life on the Space Coast. The City of Melbourne is considered a "silver investor" through its annual \$4,000 commitment, which is budgeted in the City Manager's budget.

The benefits of a "silver investor" include, but are not limited to: recognition at signature events; an allocation of funds to be put towards Chamber events and programs (currently \$1,100); and the ability to appoint one representative to the Chamber's Board of Directors (currently, Council Member



David Neuman is that representative). Each year, following the city's financial commitment, the Chamber sends out its annual sponsorship guide, and the city selects how to use its \$1,100 allocation. In the past, that allocation amount was significantly higher and would usually be enough for the city to sponsor two signature events put on by the Chamber (such as the former Valor Awards or the Impact Awards). Post 2020, the allocated dollar amount was reduced to the current level of \$1,100. Historically, the Mayor has been the decision maker as to where the city uses its allocated funds.

Fiscal/Budget Impact:

The all-inclusive cost per attendee is \$700 for a one-night stay or \$950 for a two-night stay. Funding is available from account 01100511-540000 - Mayor and City Council travel and per diem budget.

Requested Action:

Authorization for Council Member Mimi Hanley, Marcus Smith and David Neuman (and any other interested Council Members) to attend the Space Coast Regional Chamber of Commerce's 2026 Community Leadership Retreat scheduled for September 10-12, 2026 along with a finding that the travel serves a valid public purpose as described in the agenda report.

36. **Mayor and Council Travel and Per Diem Budget** – (Adopted 11/26/2019)

- a. The Mayor and City Council hereby make a finding that attending events (in Brevard County) sponsored by the Space Coast League of Cities, Economic Development Commission, and Melbourne Regional Chamber serve a valid public purpose as entities that create a forum for municipal education, legislative developments, economic opportunity incentives, and collaborative efforts. Further authorization by the City Council is not required for Council Members to attend these events at the cost of the city, provided that the funding has been budgeted.
- b. If a Council Member wishes for the city to pay the cost to attend an event sponsored by any other organization, the City Council must approve the expenditure and make a finding that attendance at the event serves a valid public purpose.
- c. Generally, the city will not pay the cost for elected officials to attend events that are considered fund-raisers or where the purchase of a ticket is considered a donation to the nonprofit organization that is conducting the event. However, any member of City Council who wishes for the city to pay the cost to attend such an event may request, through either the City Manager or City Clerk, for the item to be placed on the next City Council agenda for approval and a finding that attendance at such event serves a valid public purpose.

37. **Apple Business Manager Program** – Resolution No. 3898 (1/14/2020) authorizes the city's participation in the program; authorizes the City Manager to execute documents relating to same; and authorizes City Manager to delegate execution of routine documents relating to the program to particular city employees, provided such delegation specifically identifies the scope of delegation, including the routine documents that may be executed, and designates the name and position of the employee with delegation authority.
38. **Golf Course Operations**: The City Manager is authorized to develop, modify and maintain a fee structure that allows for promotional, special and discount programs to enhance revenue generation at the Crane Creek and Harbor City golf courses. (6/9/2020; Item 20; reviewed with no changes 2/11/2025.)
39. **City Manager Authority Related to Accessory Leases for 801 Strawbridge Hotel, LLC (Hotel Melby)** – The City Manager has the authority to review and provide consent for accessory leases as required under Section 13 of the Mortgage and Security Agreement for 801 Strawbridge Hotel, LLC. (11/24/2020; consent agenda Item 17g.)
40. **Space Coast Chamber of Commerce Board of Directors**: The Mayor or a City Council Member shall serve as City Council's representative on the Space Coast Chamber of Commerce Board of Directors. (1/26/2021; Item 20; reviewed with no changes 10/22/2024; amended 2/10/2026 by updating the name of the chamber and stating that the Mayor or a City Council Member shall serve as the representative.)

2026 LEADERSHIP RETREAT



PRESENTED BY



RETREAT PACKAGES

FOR MORE INFORMATION, CONTACT
Jessica Castillo, Event Manager
jessica@spacecoastchamber.com

\$50 EARLY BIRD DISCOUNT AVAILABLE TO FIRST 70 REGISTRANTS

\$950

**1 MRC PARTNER
2-NIGHT HOTEL STAY**

Thursday, September 10th

- (1) Night Hotel Stay
- Welcome Reception

Friday, September 11th

- (1) Night Hotel Stay
- Retreat Materials for (1) Partner
- On Site Parking for (1) Vehicle
- Breakfast for (1) Partner
- Lunch for (1) Partner
- Reception & Dinner for (1) Partner

Saturday, September 12th

- Breakfast for (1) Partner

\$700

**1 MRC PARTNER
1-NIGHT HOTEL STAY**

Friday, September 11th

- (1) Night Hotel Stay
- Retreat Materials for (1) Partner
- On Site Parking for (1) Vehicle
- Breakfast for (1) Partner
- Lunch for (1) Partner
- Reception & Dinner for (1) Partner

Saturday, September 12th

- Breakfast for (1) Partner

\$1,175

**1 MRC PARTNER + GUEST
2-NIGHT HOTEL STAY**

Thursday, September 10th

- (1) Night Hotel Stay
- Welcome Reception

Friday, September 11th

- (1) Night Hotel Stay
- Retreat Materials for (1) Partner
- On Site Parking for (1) Vehicle
- Breakfast for (1) Partner
- Lunch for (1) Partner
- Reception & Dinner for (1) Partner + Guest

Saturday, September 12th

- Breakfast for (1) Partner + Guest

\$1,100

**2 MRC PARTNERS
1-NIGHT HOTEL STAY**

Friday, September 11th

- (1) Night Hotel Stay, Shared Hotel Room
- Retreat Materials for (2) Partners
- On Site Parking for (2) Vehicles
- Breakfast for (2) Partners
- Lunch for (2) Partners
- Reception & Dinner for (2) Partners

Saturday, September 12th

- Breakfast for (2) Partners

ADDITIONAL ROOM NIGHT: \$250

THURSDAY 9/10 AND/OR SATURDAY 9/12

Custom & Single Day Packages available upon request.



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

Department:	Engineering
Presenter:	James Ennis
Council District:	3
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.9.

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 14th day of July, 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 28, 2026
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	3
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.10.

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

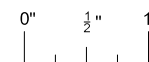
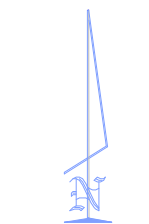
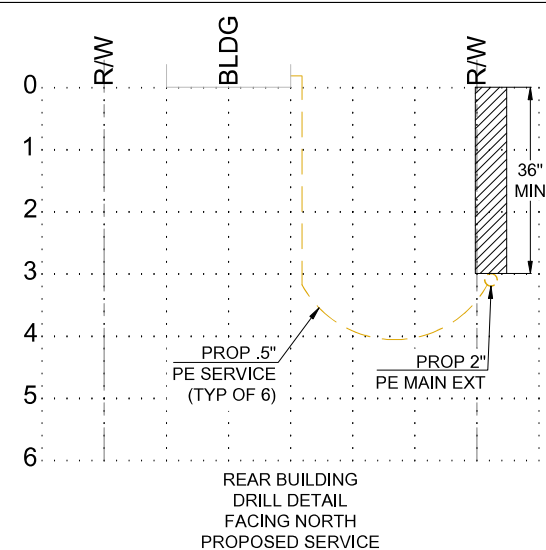
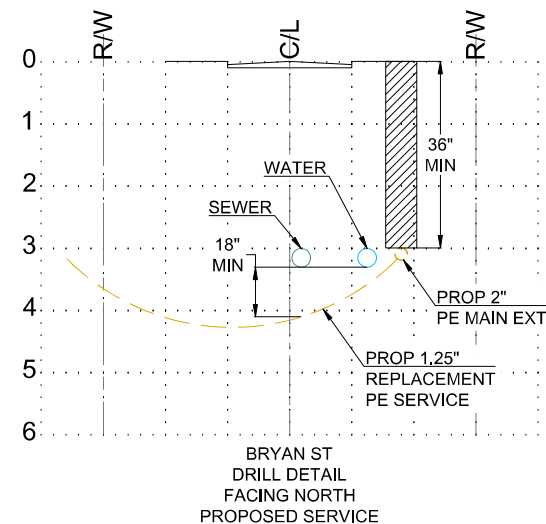
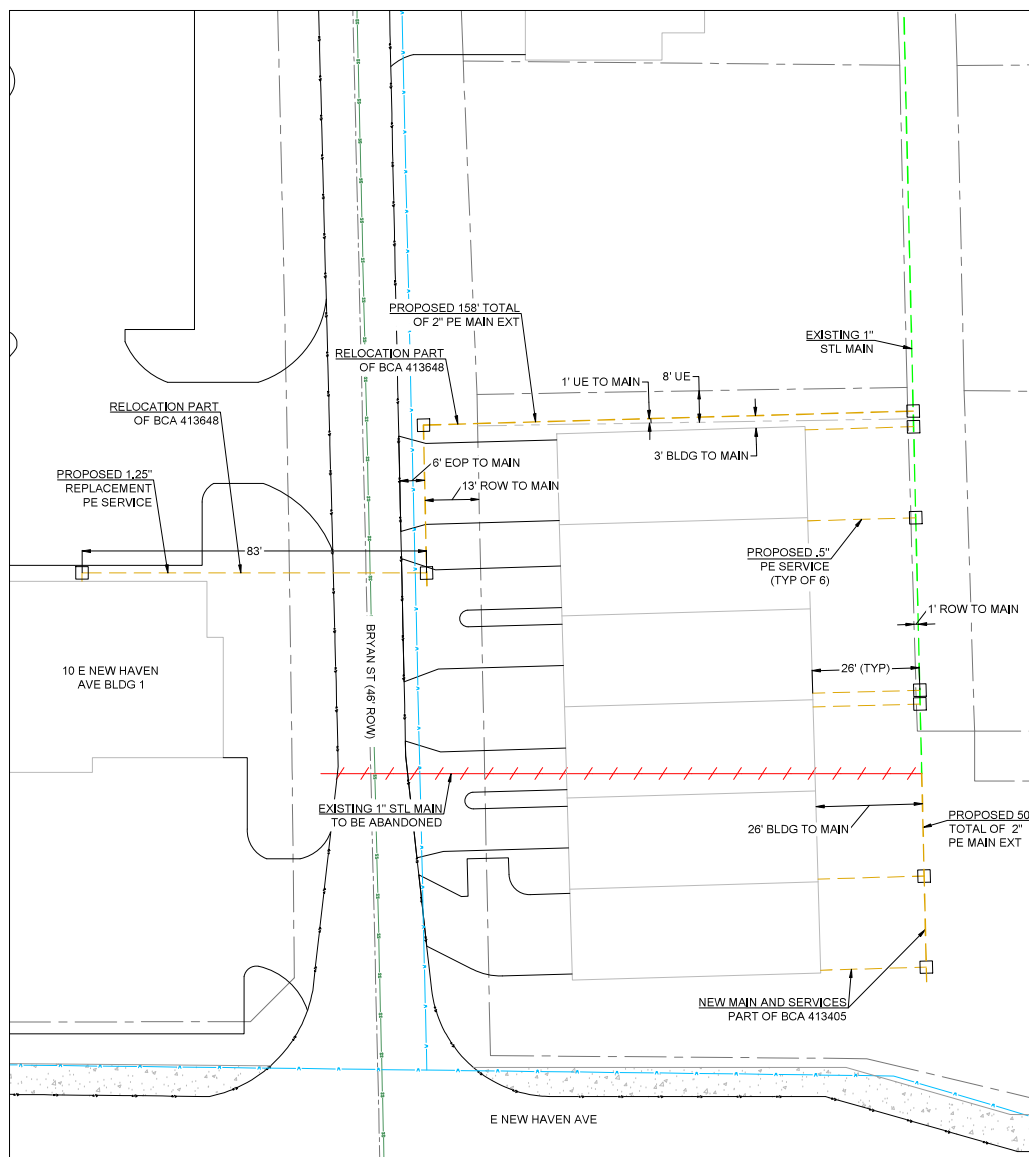
Recommend approval of the Abandonment and Vacation of the above-described public alley right of way.

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
- 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

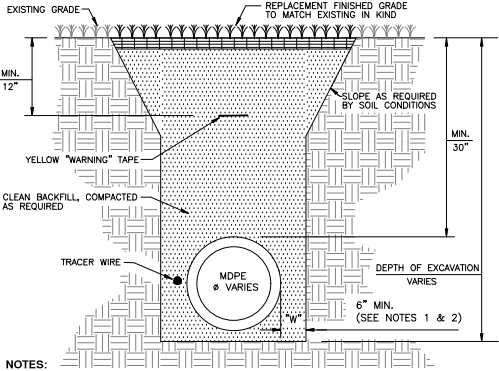
GENERAL NOTES

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
BLDG	BLOCK
BM	BENCHMARK
B/C	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
C	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	KILVOLTS
LAT	LATERAL
LAT	LEFT
LF	LINEAL FEET
MAINT	MAINTENANCE
MATL	MATERIAL
MAOP	MAXIMUM ALLOWABLE OPERATING PRESSURE
MAX	MAXIMUM
MH	MANHOLE
M	MONUMENT LINE
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
ROP	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

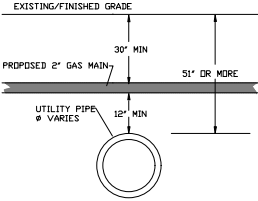


- NOTES:
1. THE TRENCH SHALL BE FREE OF ROCKS AND OTHER OBJECTS WHICH WOULD DAMAGE THE PLASTIC PIPE. WHERE THE TRENCH BOTTOM IS ROCKY, THE TRENCH SHALL BE UNDERCUT 6" AND THE BOTTOM 6" FILLED WITH CLEAN, COMPACTED MATERIAL. FURTHER, THE TRENCH SHALL BE GRADED TO PROVIDE A FIRM, CONTINUOUS BEARING SURFACE 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.

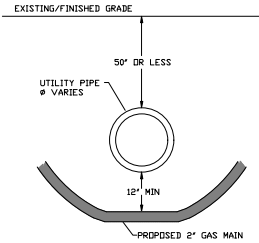
OPEN TRENCH-GAS TIE IN DETAIL

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:	RGE:
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 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: DEMLB	SEC:	TWP:	RGE:	DATE	REV#	REVISION	PROJECT NAME: RNC 23 30 E NEW HAVEN AVE MELBOURNE 32901	SHEET TITLE: CUSTOMER SHEET	SHEET NUMBER: 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.									

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 14th day of July, 2026 and adopted on the second and final reading at a regular meeting of the City Council on the day of , 2026.

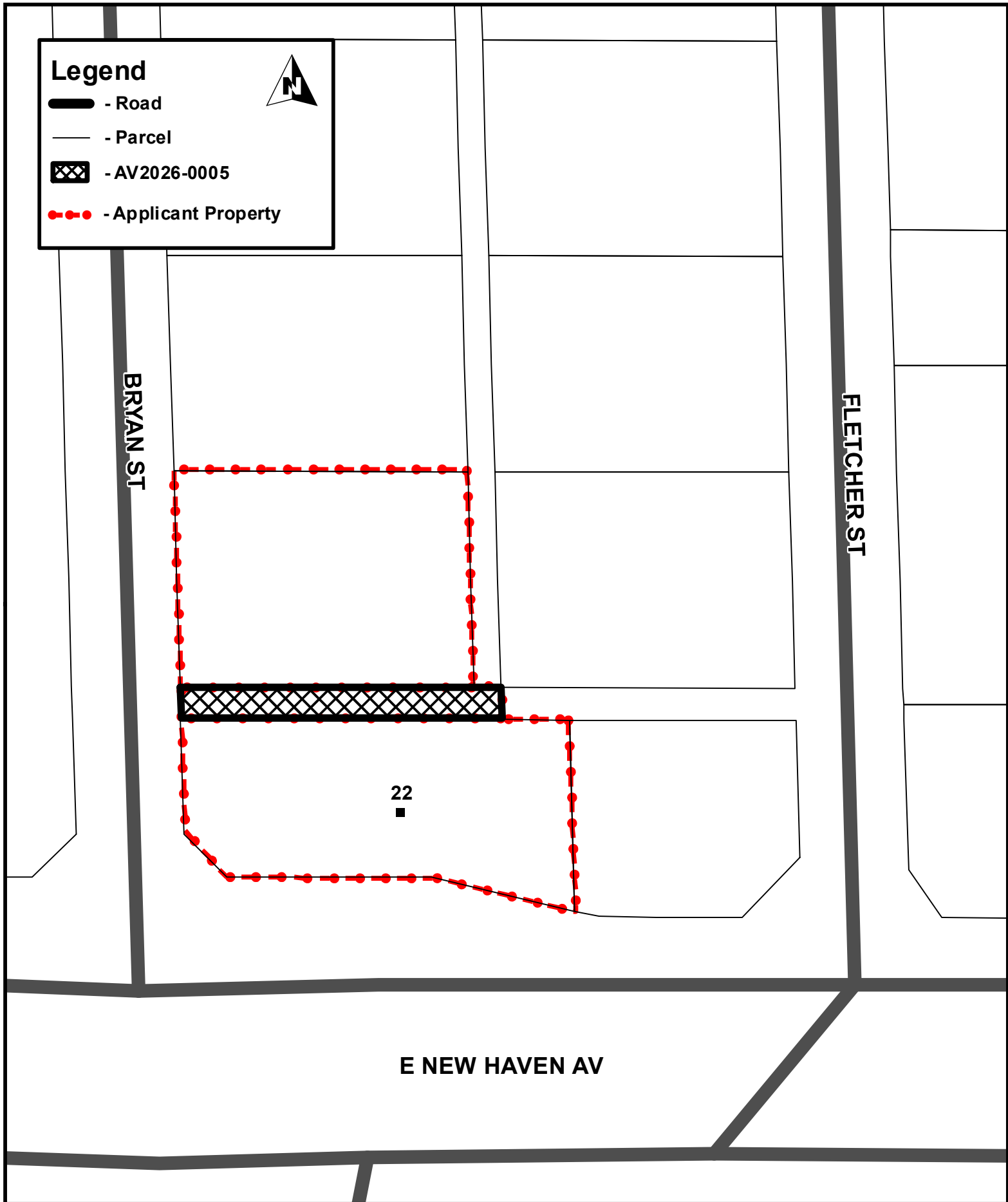
BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A

Ordinance No. 2026-28





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

Department:	Engineering
Presenter:	James Ennis
Council District:	5
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.11.

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

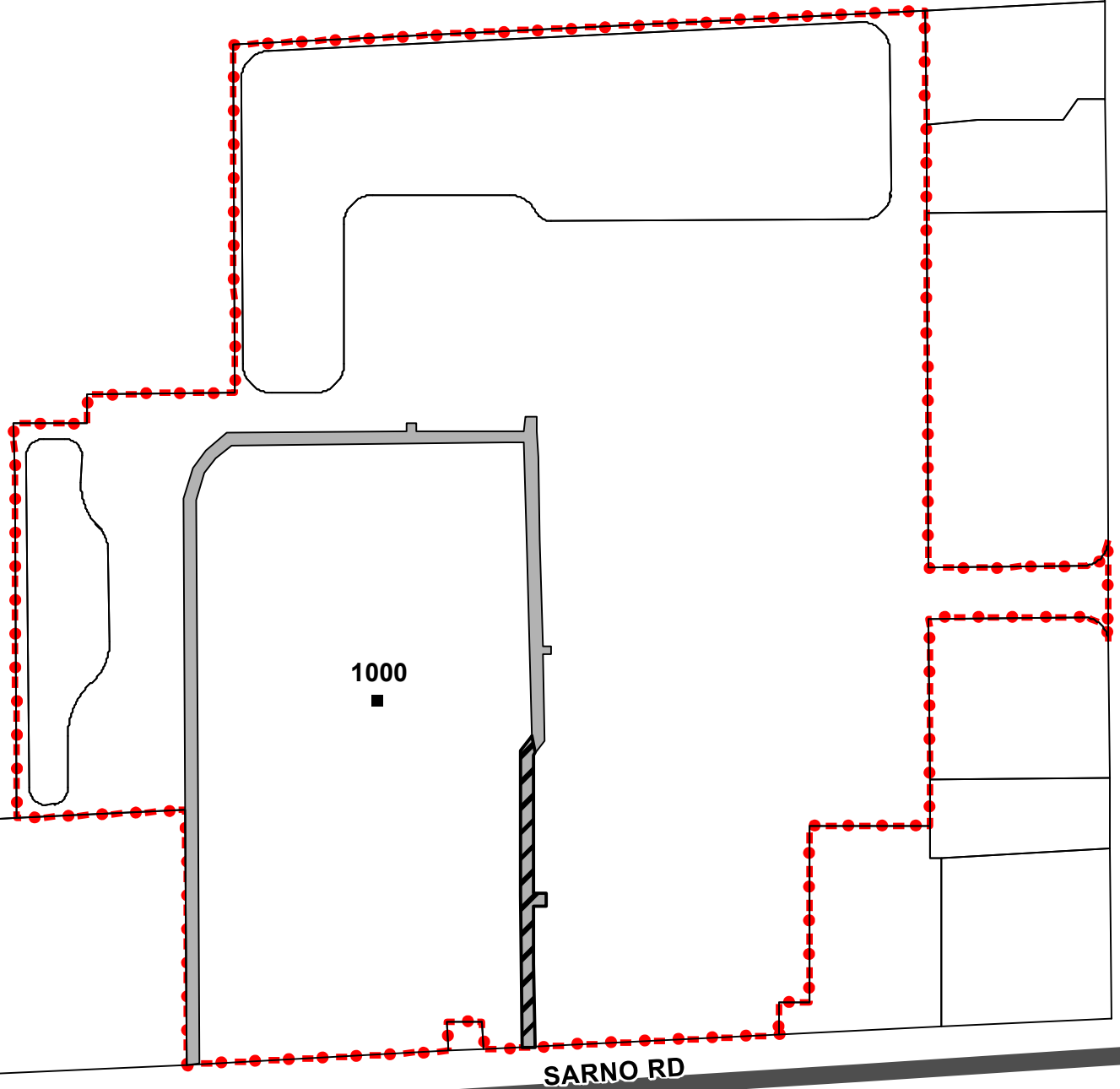
 - Road

 - Parcel

 - AV2025-0007

 - Applicant Property

 - 15 ft Public Utility Easement



AV2025-0007 AERIAL

Legend



- AV2025-0005



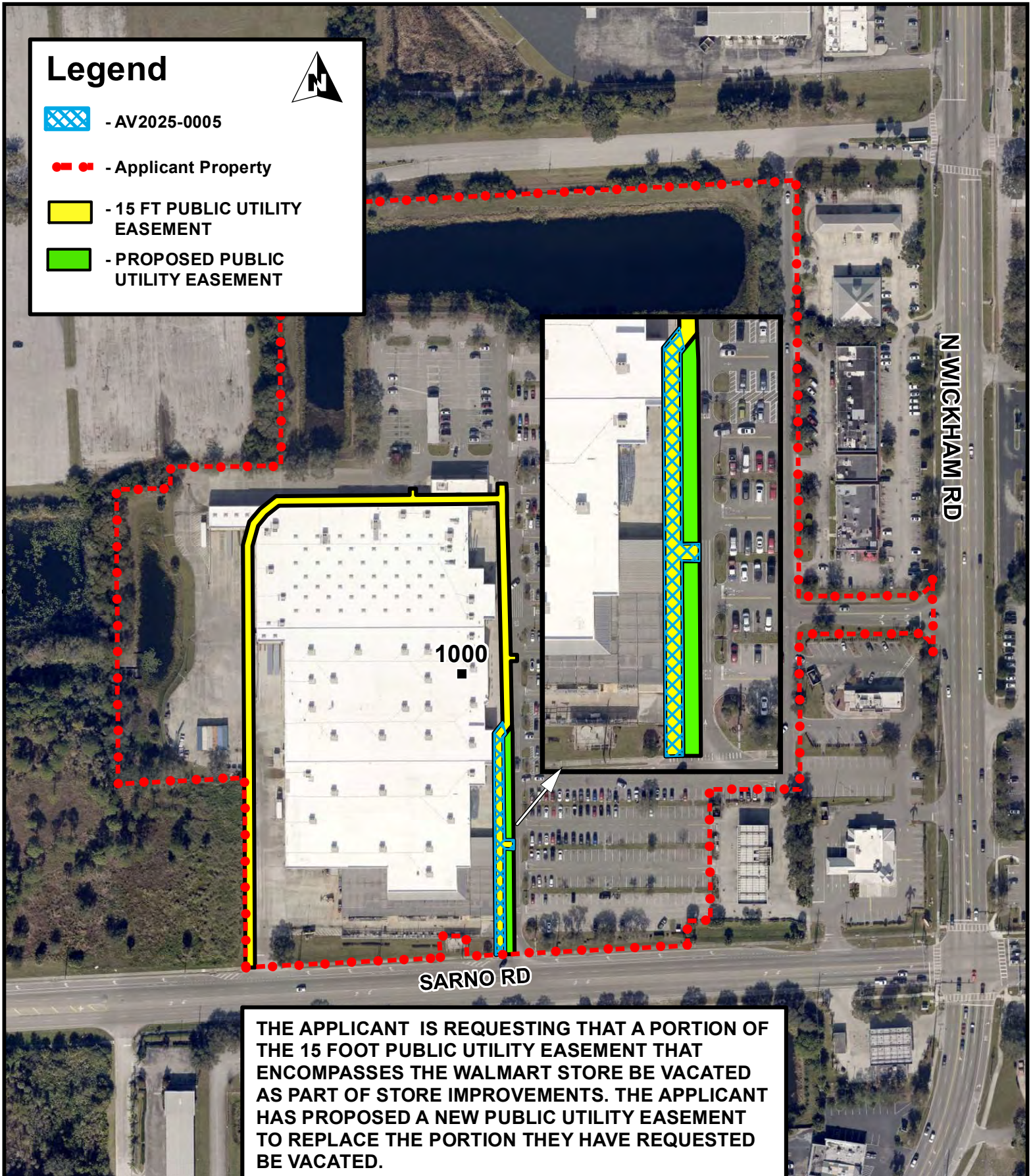
- Applicant Property



- 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

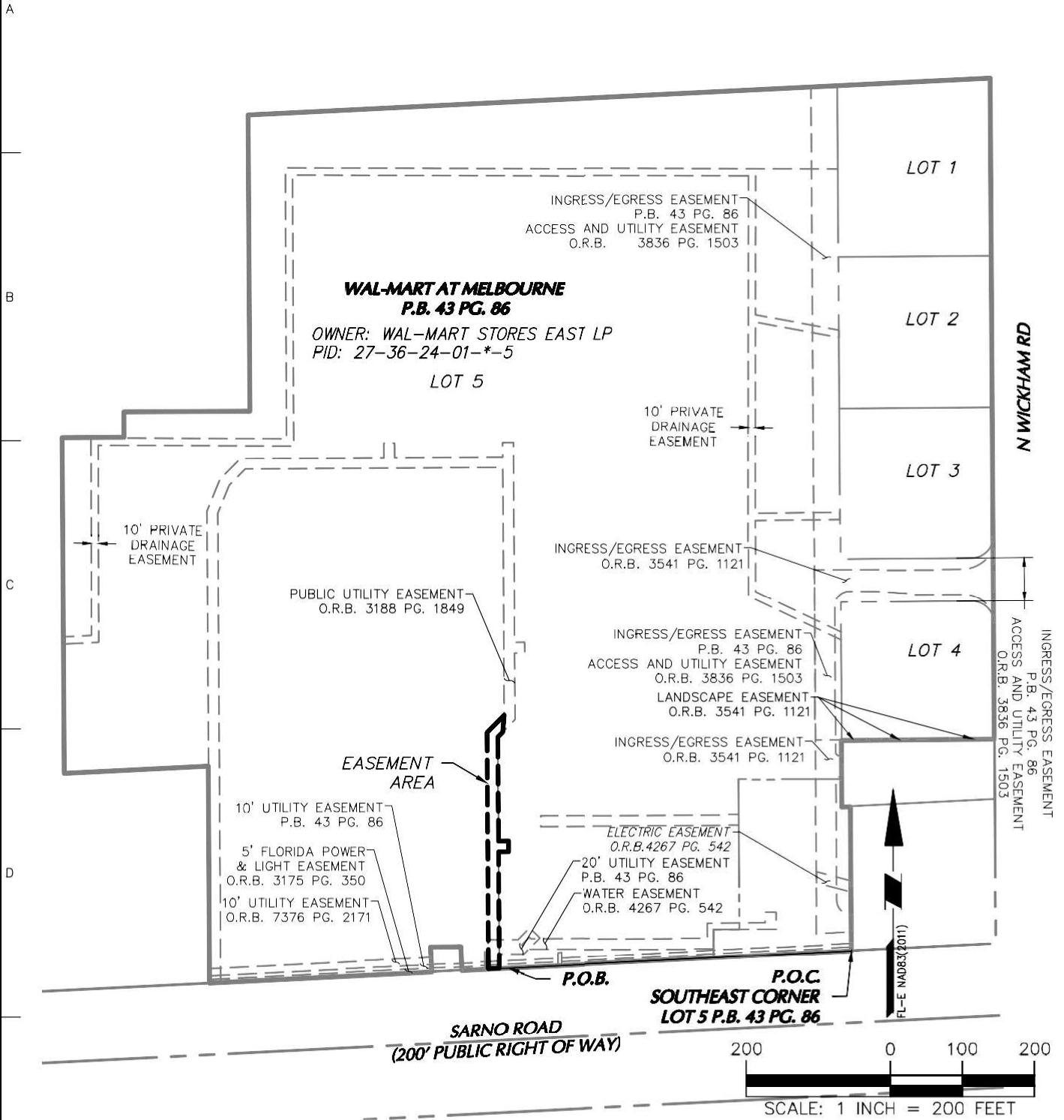
No businesses should incur compliance costs associated with this abandon and vacate ordinance as it only impacts the requesting party (property owner).

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.

OVERALL VIEW



THIS IS NOT A SURVEY.

LANGAN

Langan Engineering and
 Environmental Services, LLC.
 13485 Veterans Way, Suite 120
 Orlando, FL 32827

T: 407.974.2900 F: 407.974.2901 www.langan.com
 FBPE Registry No. 00006601/LB8172/LB8195

Project

**WALMART
 MELBOURNE**

**MELBOURNE
 BREVARD COUNTY FLORIDA**

Drawing Title

SKETCH

Project No.

342027901

Date

05/06/2025

Drawn By

RH

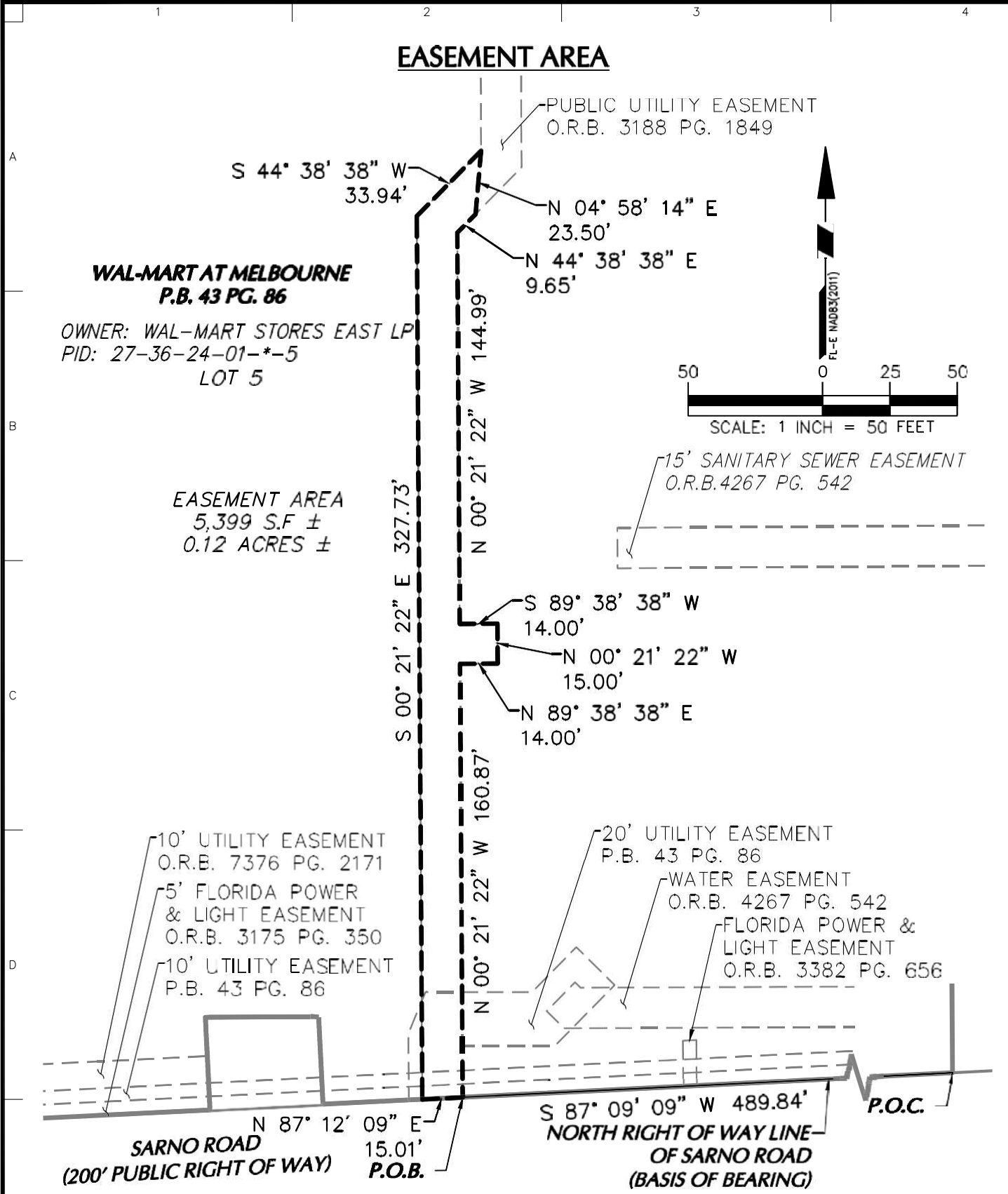
Checked By

GM

Drawing No.

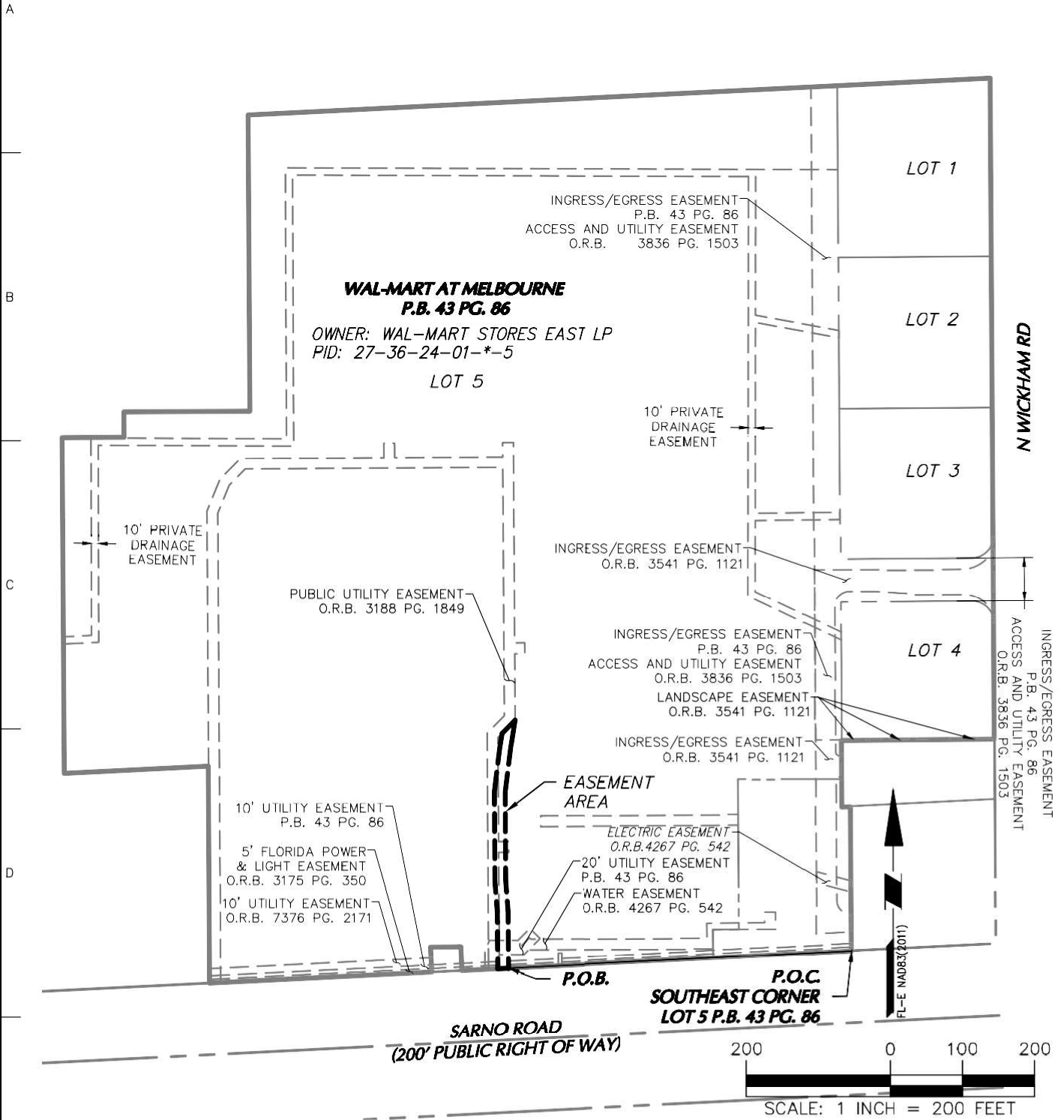
VB101

Sheet 4 of 5



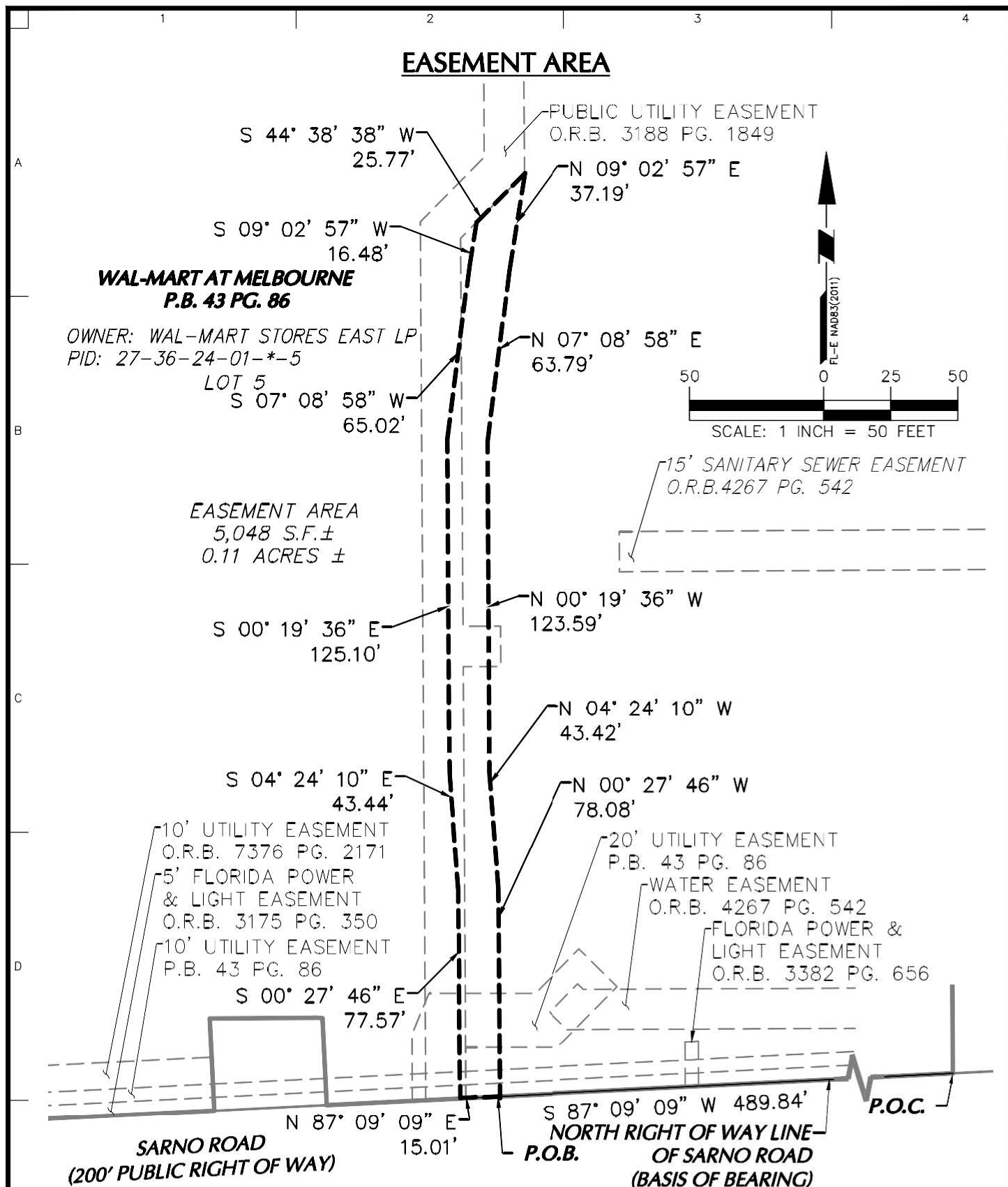
LANGAN Langan Engineering and Environmental Services, LLC. 13485 Veterans Way, Suite 120 Orlando, FL 32827 T: 407.974.2900 F: 407.974.2901 www.langan.com FBPE Registry No. 00006601/LB6172/LB8196	Project WALMART MELBOURNE MELBOURNE FLORIDA BREVARD COUNTY	Drawing Title SKETCH	Project No. 342027901 Date 05/06/2025 Drawn By RH Checked By GM	Drawing No. VB101 Sheet 5 of 5
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OVERALL VIEW



THIS IS NOT A SURVEY.

LANGAN Langan Engineering and Environmental Services, LLC. 13485 Veterans Way, Suite 120 Orlando, FL 32827 T: 407.974.2900 F: 407.974.2901 www.langan.com FBPE Registry No. 00006601/LB8172/LB8198	Project WALMART MELBOURNE MELBOURNE BREVARD COUNTY FLORIDA	Drawing Title SKETCH	Project No. 342027901 Date 05/13/2026 Drawn By RH Checked By GM	Drawing No. VB101 Sheet 4 of 5
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THIS IS NOT A SURVEY.

LANGAN Langan Engineering and Environmental Services, LLC. 13485 Veterans Way, Suite 120 Orlando, FL 32827 T: 407.974.2900 F: 407.974.2901 www.langan.com FBPE Registry No. 00006601/LB8172/LB8198	Project WALMART MELBOURNE MELBOURNE FLORIDA	Drawing Title SKETCH	Project No. 342027901 Date 05/13/2026 Drawn By RH Checked By GM Drawing No. VB101 Sheet 5 of 5
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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 14th day of July, 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

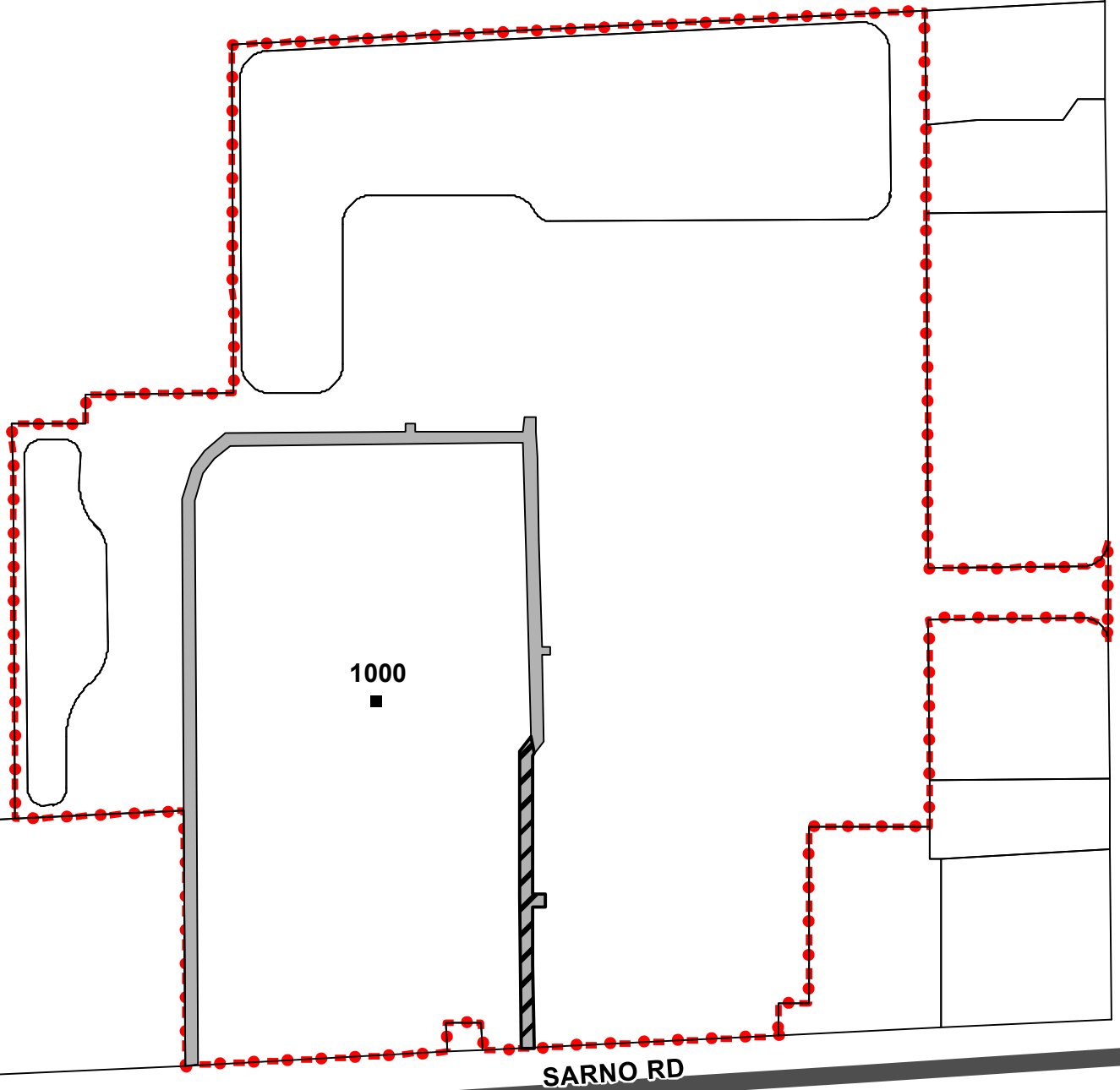


Exhibit B

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 28, 2026
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	4
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.

Subject:

Construction contract award to Accurate Power & Technology, Inc., Eustis, FL for the Crane Creek Reserve Golf Course Electrical Improvements.

Background/Consideration:

In 2025, the Crane Creek Reserve Golf Course irrigation improvements were completed following a comprehensive upgrade to the golf course greens and irrigation pump system. As part of the project, three new irrigation pumps were installed. During coordination with Florida Power & Light (FPL), it was determined that the existing electrical service was insufficient to support the new pumps, requiring the installation of a new electrical transformer.

FPL installed the new transformer and service pad in July 2026. With completion of FPL's work, the City's electrical contractor will install the customer-side electrical service from the new transformer to the irrigation pump house.

The scope of work includes disconnecting and removing the existing electrical service equipment and obsolete pump control equipment, installing new pump control panels, and connecting the new electrical service from the FPL transformer to the irrigation pump house. The project also includes the installation of a generator connection to allow for continued operation of the irrigation pumps during future potential utility outages.

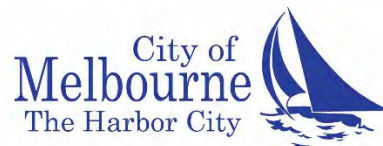
Fiscal/Budget Impact:

Project No. 10621 is adequately funded.

Requested Action:

Approval of a contract award to Accurate Power & Technology, Inc., Eustis, FL, for the Crane Creek Reserve Golf Course Electrical Improvements, Project No. 10621, in the amount of \$142,130.

Memorandum



To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Tami Gillen, Assistant City Engineer
Date: July 20, 2026
Re: Bid Award Recommendation for the Crane Creek Golf Course- Electrical Improvements, Project No. 10621

On July 10 at 3:00 p.m., five (5) bids were received for the Crane Creek Golf Course- Electrical Improvements, Project No. 10621. The bids are summarized as follows:

Accurate Power & Technology, Inc., Eustis, FL	\$142,130.00
A Thomas Construction, Inc. Ft. Pierce, FL	\$165,000.00
Bismark Electrical Services, Inc., Stuart, FL	\$196,000.00
Cosmac, Inc., DBA TLC Electric, Sanford, FL	\$228,500.00
Eau Gallie Electric, Inc., Melbourne, FL	\$230,500.00

Accurate Power & Technology, Inc., of Eustis, Florida, submitted the lowest responsive and responsible bid in the amount of \$142,130.00. DRMP, Inc., the Engineer of Record, conducted a thorough review of the bids and recommends awarding the construction contract to Accurate Power & Technology, Inc.

Background

In 2025, the Crane Creek Golf Course irrigation improvements project was completed following an extensive upgrade to the greens and irrigation pump system. As part of the project, three new irrigation pumps were installed. During coordination with Florida Power & Light (FPL), it was determined that the existing electrical service was insufficient to support all three pumps and that a new transformer would be required.

The transformer installation has been coordinated with FPL, which has indicated that the new transformer and service pad are expected to be installed by August 2026. Once FPL completes its work, the City's electrical contractor will connect the customer-side electrical service to the new transformer. In addition, the irrigation pump house will be equipped with a generator connection (electrical cutout) to allow the pumps to remain operational during power outages.

Scope of Work

The project consists of replacing the existing electrical service serving the irrigation pump control panel at the Crane Creek Golf Course Irrigation Pump House. Existing electrical service equipment and obsolete pump control equipment will be disconnected and removed. A new electrical service will be installed from the new FPL transformer, located approximately 70 feet north of the irrigation pump house, to provide power to the facility.

Guarantees

As a condition of contract award, the contractor must furnish a Performance Bond guaranteeing timely completion of the project in accordance with the contract documents. Upon project completion, the contractor must also provide a two-year Maintenance Bond covering defects in workmanship and materials.

Time for Completion

Following City Council approval, the contractor will receive a Notice of Award and copies of the contract documents. Within fifteen (15) calendar days, the contractor must submit the required Performance Bond, insurance certificates, and executed contract.

After receipt and approval of the contract documents, Engineering staff will schedule a preconstruction conference with the contractor and all affected parties. The contractor shall commence work within fifty-five (55) calendar days after issuance of the Notice to Proceed and achieve final completion within forty-five (45) calendar days thereafter, for a total contract duration of one hundred (100) calendar days

Liquidated Damages

Liquidated damages in the amount of \$500.00 per calendar day will be assessed for each day the contractor fails to complete the work within the specified 100-day contract period.

Funding Aspects

Project No. 10621 is adequately funded.

Recommendation

Recommend award of construction contract for Crane Creek Golf Course- Electrical Improvements, Project No. 10621 to Accurate Power & Technology, Inc., Eustis, Florida, in the amount of \$142,130.00.

CITY OF MELBOURNE FLORIDA



**BIDDING AND CONTRACT DOCUMENTS
AND CONSTRUCTION SPECIFICATIONS FOR**

CRANE CREEK GOLF COURSE ELECTRICAL

(ITB-10621-0-2026/KB)

CITY PROJECT NO. 10621

JUNE 2026



DIVISION “A”

INVITATION TO BID

DIVISION "A"

INVITATION TO BID

Sealed proposals will be received by the City of Melbourne, Florida, through the Engineering Department, **900 East Strawbridge Avenue, Melbourne, Florida, 32901**, until **3:00 p.m.**, local time, **July 10, 2026**, at which time and place bids will be opened and publicly read for constructing **Crane Creek Golf Course Electrical, PROJECT NO. 10621** in the City of Melbourne, Florida.

DESCRIPTION OF WORK

This project consists of replacing the electrical service serving the Irrigation pump control panel location in the Crane Creek Golf Course Irrigation Pump House. Existing electrical service equipment and old pump control equipment no longer in use are to be disconnected and removed. New service shall be provided to the Irrigation Pump House from FPL utility transformers approximately 70' north of the Irrigation Pump House.

This project is not funded by state or federal funds.

The Contractor shall not subcontract more than **25%** of the work based on the total contract price. Applicant may not utilize subcontractors for the role of project manager. Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement one of the following licenses and/or certifications:

1. Florida Registered Electrical Contractor's license

Milestone	Date
Advertisement	June 12, 2026
Deadline for Questions	June 26, 2026
Bid Submittal	July 10, 2026, at 3 p.m.
Contract Award	July 28, 2026

Plans, specifications and contract documents will be open to inspection and may be obtained on CD at the City of Melbourne, Engineering Department, 3rd Floor, 900 East Strawbridge Avenue, Melbourne, FL 32901, or www.demandstar.com, or via email at Kacie.black@mlbfl.org OR kacie.black@mlbfl.org. Only complete sets of plans and specifications will be distributed. CD's may be obtained upon payment of \$5.00 plus shipping. This payment will not be refunded.

All questions about the meaning or intent of this Invitation to Bid must be submitted in writing at least fourteen (14) calendar days prior to bid due date. All questions must be directed to the City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, Attention: Kacie Black, Engineering Department, or Kacie.black@mlbfl.org. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Bidders in submitting their bids.

Bids must be accompanied by a cashier's check or bid bond in an amount not less than five percent of the bid. Bid bonds shall be countersigned by an agent having an established place of business in the State of Florida. No bid may be withdrawn for a period of 55 days after scheduled closing time for receipt of bids. Bidders must include one original and one copy of their submitted bid.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Minority and female-owned businesses are encouraged to apply. The City of Melbourne is an equal opportunity employer.

The Contractor shall comply with the City of Melbourne Code pertaining to Hometown Labor Law relating to all bidding requirements and contract awards of \$100,000.00 or greater, that are completely funded by the City.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

An entity or an affiliate that has been placed on the Discriminatory Vendor List may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a building or public works; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not contract business with any public entity.

By signing this bid, the Bidder certifies, to the best of its knowledge or belief, that the Bidder and its principles have not been placed on the discriminatory vendor list. Bidders on the discriminatory vendor list may not submit a bid.

The City of Melbourne, Florida, reserves the right to reject any and all bids, and to waive technicalities and informalities.

END OF SECTION



DIVISION “C”

BID FORM

Bidder: Accurate Power + Technology

CITY OF MELBOURNE (ITB-10621-0-2026/KB)
CRANE CREEK GOLF COURSE ELECTRICAL
PROJECT NO. 10621

This is a bid of:

Accurate Power and Technology
15879 US Highway 441 Suite A101
Gainesville, FL 32626
Ph: _____ Fax: _____
(Contractor/Address/Phone No./Fax No.)

DIVISION "C"

BID FORM

(Sealed Bids in Duplicate)

TO: Honorable Mayor and City Council

Pursuant to and in compliance with your Invitation to Bid ITB-10621-0-2026/KB under the bid letting date of July 10, 2026. The Instructions to Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for constructing **CRANE CREEK GOLF COURSE ELECTRICAL, PROJECT NO. 10621** located in Melbourne, Florida, as required by and in strict accordance with the contract documents, schedules, drawings, and all addenda, if any.

The total bid set forth below includes the total cost of completing the project as set forth in bid items in the Bid Proposal. Items not specifically listed shall be included within the various bid items in the Bid Proposal.

The undersigned agrees to start work within fifty-five (55) calendar days after written notice to proceed and reach substantial completion of the project within thirty (30) consecutive calendar days. Upon receipt of the completion list issued by the City, the undersigned will then have fifteen (15) consecutive calendar days to reach final completion.

If written notice of award of this bid is mailed, emailed, or delivered to the undersigned within fifty-five (55) days after date of opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract and performance and payment bond in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the City provides the Notice of Award to the undersigned as the successful bidder.

Bidder:

Accurate Power and Technology

CITY OF MELBOURNE (ITB-10621-0-2026/KB)
CRANE CREEK GOLF COURSE ELECTRICAL
PROJECT NO. 10621

BID PROPOSAL
CRANE CREEK GOLF COURSE ELECTRICAL, PROJECT NUMBER 10621

Item	Description	Est. Qty.	Unit	Unit Cost	Cost
1	Mobilization	1	LS	11500 ⁰⁰	11500 ⁰⁰
2	Demobilization	1	LS	8500 ⁰⁰	8500 ⁰⁰
3	*Temporary Power Provision (E101, Note "A")	1	LS	5250 ⁰⁰	5250 ⁰⁰
4	Electrical Equipment/Conductors/Transfer Switches/Connection to Transformer/Complete and Operational Per Plan	1	LS	112380 ⁰⁰	112380 ⁰⁰
6	Site Work and restoration	1	LS	4500 ⁰⁰	4500 ⁰⁰
Total					242130 ⁰⁰

One Hundred Forty Two Thousand One Hundred Thirty Dollars and 00/100

Bid Item Notes: *Bid Item 3 refers to plan note "A", shown on sheet E101. The City of Melbourne will provide and maintain a temporary generator that has the capacity to operate the irrigation control system while the contract work is being completed. The contractor has the responsibility to plan and stage his work so with the use of this generator, the Golf Course irrigation system will be out of service for a period no longer than 24 consecutive hours. If additional labor/materials are required to fulfill this requirement, said materials shall be paid for under Bid Item # 3.

Pay Items Notes:

1. Items not specifically listed shall be included within the various bid items to amount for a total cost in the Bid Proposal.
2. With the exception of Lump Sum (LS) Items, Quantities for the above-listed items are estimated for bidding purposes. Should the quantities of items that are Lump Sum (LS) of the work vary from the estimates shown, the bidder proposed to do the

C1

Bidder: _____

CITY OF MELBOURNE (ITB-10621-0-2026/KB)
CRANE CREEK GOLF COURSE ELECTRICAL
PROJECT NO. 10621

1. Items not specifically listed shall be included within the various bid items to amount for a total cost in the Bid Proposal.
2. With the exception of Lump Sum (LS) Items, Quantities for the above-listed items are estimated for bidding purposes. Should the quantities of items that are Lump Sum (LS) of the work vary from the estimates shown, the bidder proposed to do the actual work at the unit bid prices indicated and the bidder understands that payment will be made on actual quantities accepted, at the unit bid prices. Unit prices shall be the total cost to the City, per unit of Work, and includes bidder's indirect costs and overhead and profit. The bidder will make no claim for anticipated profits for any decrease in quantities.
3. Payments will be made based upon installed, measured quantities.
4. No separate payment will be made for incidental work. The cost shall be included in the bid price for the above-listed items.

Notice of award should be mailed or delivered to the undersigned at the following address:

Address: _____

City _____ State _____ Zip code _____

Acknowledgment is hereby made of receipt of following addenda, if any:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

_____(SEAL)
Company Name

Address

City, State and Zip

By: _____
Signature – **MUST BE BLUE INK**
(If Bidder is a corporation, attach evidence of authority to sign.)

Printed Name and Title

License Number

Data Universal Number System (DUNS) number

ATTACHMENTS TO BID

The following item(s) must be attached to the Bid Form or the bid will be rejected:

- Bid Security
- Addendum Acknowledgement if applicable
- Copies of Applicable Licenses
- Drug Free Workplace Form
- Trench Safety Affidavit
- Copy of General Contractor license and/or Florida Underground Utility license
- Non-Collusion Declaration and Compliance
- Certification Regarding Debarment, Suspension & Ineligibility
- Certification of Non-Segregated Facilities
- Assertion of Proprietary/Confidential Information
- Certification Regarding Scrutinized Companies List
- Affidavit of Contractor's Compliance with Eligibility Requirements
- Affidavit of No Coercion
- Certification Regarding Lobbying
- Conflict of Interest Certification
- Foreign Country of Concern Attestation
- Local Vendor Preference (if applicable)

ADDENDUM NO. 1

**CITY OF MELBOURNE, FLORIDA
ITB-10621-0-2026/KB
CRANE CREEK ELECTRICAL
JULY 2, 2026**

NOTE: Bidders must acknowledge Addendum Acknowledgement form of the bid documents.

Questions/Answers:

On the blueprint, the one-line diagram indicated that all material enclosures are NEMA 4X 316SS. However, the panel schedules for Panels HP1 and LP1 show enclosures as Type 1.

Can you confirm the type of enclosure for all the materials in general and the panels specifically?

Response: Provide NEMA 4X panel enclosure.

BIDDER'S CHECK LIST (Bid Documents)

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors and omissions, which may render your bid non-responsive. *Please check all appropriate boxes* and submit this page with your bid.

Bid Packet

Document	Executed	Notarized	Submitted
Bid Form with Bid Proposal	☒		☐
Bid Security (bond or check)	☒		☐
Addendum Acknowledgement (if applicable)	☒		☐
Drug-Free Workplace Form	☒		☐
Florida Trench Safety Act Compliance Certification	☒	☐	☐
Non-Collusion Affidavit of Prime Bidder	☒	☒ (Oath)	☐
Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primarily Covered Transactions (Prime Contractor)	☒	☒	☐
Certification Of Non-Segregated Facilities	☒	☒	☐
Assertion of Confidential/Proprietary Information	☒		☐ (If applicable)
Certification Regarding Scrutinized Companies List	☒		☐
Affidavit of Contractor's Compliance with Employment Eligibility Requirements	☒	☒ (Oath)	☐
Affidavit of No Coercion	☒	☐ (Oath)	☐ (If applicable)
Copies of Required Licenses <i>*Note: A Business Tax Receipt <u>does not</u> qualify as a license</i>	☒		☐
Certification Regarding Lobbying	☒		☐
Conflict of Interest Certification	☒		☐
Foreign Country of Concern Attestation	☒		☐
Local Vendor Preference	☐	☐ (Oath)	☐ (If applicable)

TOTAL # OF PAGES IN BID PACKET SUBMITTAL: 32 pages

DIVISION “D”

CONSTRUCTION AGREEMENT & COMBINATION PERFORMANCE AND PAYMENT BOND

DIVISION "D"

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT made and entered into on the _____ day of _____, 20____, by and between, _____, herein called Contractor, and CITY OF MELBOURNE, herein called City,

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the City as follows:

1. The contract sum, subject to adjustment as provided herein, is \$_____.
2. This Agreement includes, but is not limited to, the following Contract Documents: (Mark "X" where applicable)
 - ☒ Division "A": Invitation to Bid
 - ☒ Division "B": Instructions to Bidders
 - ☒ Division "C": Bid Form
 - ☒ Division "D": Construction Agreement
 - ☒ Division "E": General Conditions
 - ☒ Division "F": Technical Plans and/or Drawings
 - ☐ Division "G": Federal and State Provisions (select applicable provisions)
 - ☐ Division "G": Federal and State Provisions – LAP Project (including Exhibit G-1 Specifications Package, Exhibit G-2 FHWA-1273 and Exhibit G-3 Title VI Assurances)
 - ☐ Division "G": Federal and State Provisions – ARPA Funded Project
 - ☐ Division "G": Federal and State Provisions – CDBG Project
 - ☐ Division "G": Federal and State Provisions – Other _____
 - ☒ Division "H": Special Conditions

In the event of conflict between the Contract Documents, the following priority is established: (1) Construction Agreement executed by the Contractor and the City; (2) Special Conditions; (3) Federal and State Provisions, if any; (4) General Conditions; (5) Technical Specifications and Plans; (6) City's Invitation to Bid (and instructions to bidders), with supporting addenda; and (7) Contractor's bid but only to the extent responsive to City's invitation to bid.

3. That the Contractor shall furnish all materials and equipment and perform all of the work in the manner and to the full extent set forth in the Plans, Drawings and Specifications prepared for the City of Melbourne, Florida, for this project, and all other Contract Documents relative thereto, including among others the following: Invitation to

Bid, Instructions to Bidders, Bid Form, Construction Agreement, Combination Performance and Payment Contract Bond, General Conditions, Plans and/or Drawings, Technical Specifications, Special Conditions, Federal and State Provisions (if applicable), and all addenda, if any, now or hereafter issued, all of which are made a part of this Agreement as completely as if set forth herein. The materials and the manner and extent of the work shall be to the satisfaction of the City or its duly authorized representative, who shall at all times have full opportunity to inspect the materials and the work to be done under this Agreement.

4. That the Contractor shall commence the work to be performed under this Construction Agreement on a date to be specified in a written order of the City and reach Substantial Completion of the project within THIRTY (30) consecutive calendar days from said date. The Contractor must reach Final Completion within thirty-five (15) consecutive calendar days of Contractor's Substantial Completion as determined by the City and upon receipt of the Completion List from the City.

5. Partial payments, final payment and the final retainage payment will be made by the City in accordance with the specifications set forth in General Condition 32 of the project specifications and the Florida Prompt Payment Act, unless Federal or State funding payment provisions differ, and are applicable, in which event the Federal or State funding payment provisions shall prevail.

6. Time is of the essence for this Contract and the work to be performed hereunder.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in four counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

WITNESSES:

	Contractor _____
_____	Address _____
Printed Name	
_____	_____
Signature	By: _____ (Seal)
_____	_____
Printed Name	Title

Signature	

CITY OF MELBOURNE, FLORIDA

City Manager

ATTEST:

City Clerk (Seal)



DIVISION "D"

COMBINATION
PERFORMANCE AND PAYMENT BOND
CRANE CREEK GOLF COURSE ELECTRICAL - PROJECT NO. 10621

BOND NO. _____

STATE OF FLORIDA
COUNTY OF _____

ALL MEN BY THESE PRESENTS: That we, _____
_____, as Principal (hereinafter called "Contractor")
and _____ as
Surety (hereinafter called "Surety") are held and firmly bound unto CITY OF
MELBOURNE, as Obligee (hereinafter called "City"), in the amount of _____
Dollars (\$_____) for the payment of which we bind ourselves, our
heirs, personal representatives, successors and assigns, jointly and severally, firmly by
these presents.

All notices and communications required to be given hereunder shall be in writing
and shall be sent by certified—United States Mail, postage pre-paid, addressed as follows:

OWNER: City of Melbourne, Attention: City Engineer, 900 East Strawbridge Avenue
Melbourne, Florida 32901 (321) 608-7300

CONTRACTOR: _____
[Business Name and Street Address]

[City, State, Zip Code, and Telephone Number w/Area Code]

SURETY: _____
[Business Name and Street Address]

[City, State, Zip Code, and Telephone Number w/Area Code]

PROJECT: _____
Melbourne, Florida

Any party hereto may change its address by notifying the other parties in writing of
such changes.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20_____, entered into a contract with City for certain construction work, a copy of which said contract is incorporated herein by reference and is made part hereof as fully as if copied herein (hereinafter called the "Contract").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Contractor shall fully, promptly and faithfully perform said contract and all obligations thereunder, including all obligations imposed by the Contract Documents, which may include, but are not limited to, the Plans, Drawings Specifications, Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement, Bonds, General Conditions, Federal and State Specifications (if applicable), Special Conditions, Technical Specifications, and all addenda, if any, now or hereafter issued, all of which are made a part of this Agreement as completely as if set forth herein. and such alterations thereof as may be made as provided for therein) and shall promptly make payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies used directly or indirectly by Contractor in the prosecution of the work provided in the Contract; and pays City all losses, damages, expenses, costs and attorneys fees, including appellate proceedings, that City sustains because of default by Contractor under the Contract; performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and shall perform all other covenants and obligations of this bond as set forth below, then this bond shall be void, otherwise, it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said City against and from all costs, expenses and damages, including litigation costs and attorneys' fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract; and shall indemnify and save harmless said City from all suits and acts of every nature and description arising out of the work to be performed under the Contract or of any material or materials used upon the work.

2. The undersigned agree to promptly pay to the City any difference between the sum to which the Contractor should be entitled on the completion of the Contract, and the sum which the City may be obligated to pay for the completion of said work by contract or otherwise, including all losses, expenses, costs, attorneys' fees, appellate court proceedings and damages (including, but not limited to, delay damages, direct or indirect damages, or consequential damages), which the City may sustain by reason of the failure of the Contractor to properly and promptly perform and abide by all of the terms, conditions, provisions and specifications of said Contract.

3. The undersigned covenants and agrees that no changes, in or under the Contract documents (including extension of time, alteration or addition to the terms, conditions, provisions and specifications of the Contract or to the work to be performed thereunder, or terms, conditions, provisions and specifications accompanying the same) and compliance or non-compliance with any formalities connected with the Contract or the changes, shall in any way affect Surety's obligation under this bond, and Surety does hereby expressly waive notice of any such changes, compliance or non-compliance.

4. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

5. If this bond is guaranteed by the SBA, the undersigned shall provide the City a copy of the approved 990 form.

Signed and sealed this _____ day of _____,
20____.

WITNESS:

(PRINCIPAL)/Contractor

[Signature] _____(SEAL)

[Printed Name/Title]

WITNESS:

(SURETY)

[Signature] _____(SEAL)

[Printed Name/Title]

COUNTERSIGNED _____

Title

END OF SECTION

City's Bid Opening Sheet				City of Melbourne	
Project Name: Crane Creek Golf Course Electrical				Addendum:	
Project Number: 10621		1- 7/2/26			
Bid Opening Date and Time: July 10, 2026- 3 PM					
Tami Gillen					
Bidder:	A Thomas Const. Inc. 1380 Bayshore Drive Ft Pierce FL 34948	Bismark Electrical Services, Inc. 1650 S Kanner Hwy 212 Stuart FL 34994	Eau Gallie Electric, Inc. 162 S. Wickham Road Melbourne, FL 32904	Cosmac, Inc. DBA TLC Electric 2830 S Mellonville Ave Sanford, FL 32773	Accurate Power & Technology 15519 US Hwy 441 Ste A101 Eustis, FL 32726
Description	Verified	Verified	Verified	Verified	Verified
BID BOND OR SECURITY	X	X	X	X	X
ACKNOWLEDGED ADDENDUM	X	X	X	X	X
COPY OF LICENSE (FL Cert. Underground Utility or GC)	X	X	X	X	X
SIGNED DRUG-FREE WORKPLACE FORM	X	X	X	X	X
TRENCH SAFETY AFFIDAVIT	X	X	X	X	X
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	X	X	X	X	X
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS	X	X	X	X	X
CERTIFICATION OF NON SEGREGATED FACILITIES	X	X	X	X	X
CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST	X	X	X	X	X
AFFIDAVIT OF CONTRACTOR'S COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS	X	X	X	X	X
ASSERTION OF CONFIDENTIAL/PROPRIETARY INFORMATION	X	X	X	X	X
CERTIFICATION REGARDING LOBBYING	X	X	X	X	X
CONFLICT OF INTEREST CERTIFICATION	X	X	X	X	X
AFFIDAVIT OF NO COERCION	X	X	X	X	X
FOREIGN COUNTRY OF CONCERN ATTESTATION	X	X	X	X	X
TOTAL BID	\$165,000.00	\$196,000.00	\$230,500.00	\$228,500.00	\$142,130.00



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

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

Subject:

Consent Agenda

Background/Consideration:

- a. Termination of Memorandum of Agreement between the City of Melbourne and Florida Department of Transportation for maintenance of landscaped areas and roadways in state rights-of-way.
- b. License Agreement for laydown yard between the City of Melbourne and in-Depth, Inc. for temporary use of a portion of Ballard Park, 924 Thomas Barbour Drive, for the Navigational Aids and Channel Markers project; and authorization for the City Manager to execute the agreement.
- c. Extension of the contract for Annual Independent Audit Services, Carr, Riggs & Ingram, LLC, Melbourne, FL — total estimated cost of \$130,650.
- d. **Resolution No. 4425:** A resolution authorizing the City Manager to submit a grant application to the Florida Department of Environmental Protection for FY 2026-2027 Alternative Water Supply Funding for the Reverse Osmosis Water Treatment Plant Expansion at Joe Mullins RO Water Treatment Plant Project in the amount \$20,575,400.
- e. **Resolution No. 4426:** A resolution authorizing the City Manager to submit a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), for FY 2026 Cops Law Enforcement Mental Health and Wellness Act (LEMHWA) Program funding in the amount \$182,132 to expand access to mental health and wellness services for the Police Department.



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

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

Subject:

Termination of Memorandum of Agreement between the City of Melbourne and Florida Department of Transportation.

Background/Consideration:

On September 12, 2023, Council approved a Memorandum of Agreement between the City of Melbourne and Florida Department of Transportation (FDOT) for landscaped areas and roadways in state rights-of-way. The agreement expires on November 30, 2026.

Per the agreement, the City is responsible for maintaining the following roadways within the City limits: US-1, Babcock Street (Lake in the Woods to New Haven), New Haven Avenue, NASA Blvd, US-192, Eau Gallie Blvd (west I-95 Ramps to John Rodes), Sarno Road (between Eau Gallie and Wickham), and Montreal Ave (US 1 to Pineapple Ave). FDOT provides compensation in the amount of \$119,285 per year. The cost to perform the mowing, weed removal and spraying, tree trimming, landscape maintenance and street sweeping is approximately \$216,000, resulting in a loss of \$96,715 to the City annually.

Due to the amount of work under this agreement and the compensation received by FDOT to perform this work, it is not sustainable to provide this service for the FDOT. Therefore, the City requests approval to terminate this Memorandum of Agreement effective September 30, 2026, which is the end of our Fiscal Year.

Fiscal/Budget Impact:

FDOT provides compensation in the amount of \$119,285 per year. The cost to perform these services is approximately \$216,000. Upon terminating the agreement, the City will no longer incur the additional \$96,715 of annual operating costs.

Requested Action:

Approval of termination of Memorandum of Agreement between the City of Melbourne and Florida Department of Transportation for maintenance of landscaped areas and roadways in state rights-of-way.

RESOLUTION NO. 4186

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MELBOURNE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, landscaped areas and roadways in state road rights-of-way within the city limits of the City of Melbourne are presently being maintained by the City; and

WHEREAS, the City desires to obtain reimbursement from the Florida Department of Transportation to partially offset the cost of maintaining the landscaped areas and roadways; and

WHEREAS, the Florida Department of Transportation has agreed to enter into a Memorandum of Agreement ("Agreement") with the city to provide funding to partially offset these maintenance costs; and

WHEREAS, on November 10, 2020, the City Council approved Resolution No. 3975 that authorized the City Manager to enter into a renewal of the Agreement with the Florida Department of Transportation (Contract No. AS692); and

WHEREAS, the current Agreement will expire on November 30, 2023, and the City and Florida Department of Transportation desire to enter into a new Agreement; and

WHEREAS, this resolution provides for authorization for the City Manager to enter into this Agreement for Contract No. ASX17 for an initial term until November 30, 2026, and authorize the City Manager to enter into renewals and supplemental agreements as authorized by this Agreement.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the City Manager is authorized to execute that "Highway Maintenance Memorandum of Agreement, Contract #ASX17", between the City and the Florida Department of

Transportation, and mutually agreed upon renewals and supplemental agreements as authorized by this Agreement, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That the Agreement is for routine maintenance of landscaped areas and sweeping of sidewalks, curbs and roadways in certain state road rights-of-way located in the City identified in Exhibit B of the Agreement; additional maintenance activities as identified in Exhibit C of the Agreement; and clean-up, removal and disposal of debris from state road rights-of-way following events such as hurricanes and tornadoes, or from other normal occurrences such as vehicle accidents and spills.

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

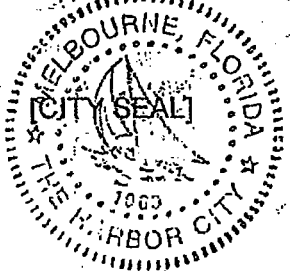
SECTION 4. That this resolution was duly adopted at a regular meeting of the City Council on the 12th day of September, 2023.

BY: _____

Paul Alfrey, Mayor

ATTEST: _____

Kevin McKeown, City Clerk



Attachment: Contract Renewal

Resolution No. 4186

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV 07/21/2021

CONTRACT NO.: ASX17

FINANCIAL PROJECT NO.: 243968-1-78-03

This AGREEMENT, entered this 10th day of October, 2023, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of Melbourne, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution 4186 dated the 12th day of September, 2023 attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

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- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$29,821.25 per quarter, equating to \$119,285 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Andrew Springstead. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

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deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
 - c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
 - d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.
- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

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NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Project Manager II

Name: Andrew Springstead

Address: 555 Camp Rd, Cocoa, FL 32927

Telephone: 321-576-5500

Email: andrew.springstead@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Acting Director of Public Works & Utilities

Name: Jennifer Spagnoli

Address: 2885 Harper Road, Melbourne, FL 32904

Telephone: 321-608-5000

Email: jennifer.spagnoli@mlbfl.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT**'s right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

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consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Jenni Lamb
Jenni Lamb, City Manager
Printed Name & Title

Kevin McKeown
Kevin McKeown
City Clerk
Printed Name & Title

Legal Approval:

DEPARTMENT:

By: _____

DocuSigned by:
Ron Meade
5B07E408C380427...

Ron J. Meade, P.E., District Maintenance Engineer
Printed Name & Title

Attest: _____

DocuSigned by:
Victor LoPiccolo
42B3C5F0C194439...

Victor A. LoPiccolo, Maintenance Project Manager
Printed Name & Title

Legal Approval: _____

DocuSigned by:
Juan Maffei
A5148259631D422...

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EXHIBIT A

Resolution, following on next page.

EXHIBIT B**PROJECT LIMITS:**

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
70010	5	US-1 from the south city limits at University Blvd (MP 16.086) to New Haven Ave (MP 17.168)	1.082
70012	507	Babcock St from south city limits at Lake in the Woods Dr/Sunlake Rd (MP 3.025) to SR-500/W New Haven Ave (MP 5.528)	2.503
70020	5	US-1 from New Haven Ave (MP 0.000) to Post Rd (MP 7.249)	7.249
70022	508	Nasa Blvd from Eddie Allen Ln (MP 38.636) to SR-5/US-1 (MP 40.000)	1.364
70050	500	US-192 from Dairy Rd (MP 13.992) to the west end of the Indian River Bridge/city limits (MP 17.128). EXCEPTION: The area maintained by Brevard County Recreation and Park Dept under permit, known as Sand Pit (Point) Park.	3.136
70120	518	Eau Gallie Blvd from west of I95 ramps (MP 0.000) to John Rhodes Blvd (MP 0.506)	0.506
70120	5054	Sarno Rd from 259 ft east of Eau Gallie intersection (MP 0.924) to Wickham Rd (MP 2.258)	1.334
70120	518	Montreal Ave from US-1 (MP 5.261) to Pineapple Ave (MP 5.573)	0.312
70120 001	518	West Eau Gallie from Pineapple Ave (MP 0.156) to US-1 (MP 0.445)	0.289
70120 003	5054	Sarno Rd from Eau Gallie (MP 0.000) to 259 ft east of Eau Gallie intersection (MP 0.049)	0.049
70120 004	518	Eau Gallie Blvd from driveway of 4150 W Eau Gallie/Christian Care Ministry (MP 0.000) to US-1 (MP 4.452)	4.452

EXHIBIT C**MAINTENANCE ACTIVITIES:****(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)**

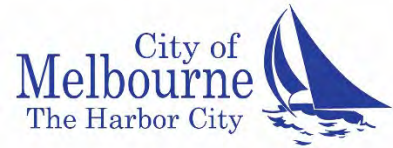
<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☐	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

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| ☐ | 498 | Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations. |
| ☐ | 527 | Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities. |
| ☒ | 541 | Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels. |
| ☒ | 542 | Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly. |
| ☒ | 543 | Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris. |
| ☒ | 545 | Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk. |
| ☒ | 484 | Intermediate Machine Mowing: The intermediate machine mowing of areas (using mowers greater than 40 inches and up to 7 feet) too difficult to mow with large mowers and not practical for small mowers. |
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Memorandum



To: Jenni Lamb, City Manager
Thru: Joan Junkala-Brown, Deputy City Manager
Thru: James Ennis, City Engineer
From: Tami Gillen, Assistant City Engineer
Date: July 9, 2026
Re: License Agreement with In-Depth, Inc. for the Annual Installation, Maintenance and Repair Work for Navigational Aids and Channel Markers-Work Order No. 1 Anchoring Limitation Areas, Project No. 10826

This is a request for the approval of a License Agreement between the City of Melbourne and In-Depth, Inc. for the temporary use of a portion of City-owned property at Ballard Park, located at 924 Thomas Barbour Drive, and authorization for the City Manager to execute the agreement.

Background

On March 10, 2026, the City Council awarded a contract to In-Depth, Inc. for the Annual Installation, Maintenance, and Emergency Repair of Navigational Aids and Channel Markers project. The contract provides for the labor, materials, and equipment necessary to install, maintain, and repair navigational aids and channel markers.

Work Order No. 1 includes the installation of two Anchoring Limitation Areas (ALAs), as approved by the Brevard County Board of County Commissioners on December 5, 2023, through Ordinance No. 23-30, which amended Chapter 122, Waterways, to establish four ALAs within the waterways of the City of Melbourne and Brevard County. The work consists of installing eight (8) piles and twenty-three (23) navigational buoys. Brevard County will provide the required signs and buoys for the project.

License Agreement

Construction of the ALAs requires the contractor to stage equipment and store materials during the project. The proposed licensed area consists of approximately 75 feet by 75 feet within Ballard Park and will be used to store signs, materials, and equipment. The agreement also provides for the continuous use of one (1) boat dock, one (1) existing parking space for a construction trailer, and two (2) existing parking spaces for boat trailers.

As required by the agreement, the contractor has provided a Certificate of Insurance. The agreement will remain in effect through August 31, 2026, unless extended or terminated earlier by the City Manager, as deemed necessary.

Recommendation

Recommend approval of the License Agreement between the City of Melbourne and In-Depth, Inc. for the temporary use of a portion of City-owned property at Ballard Park, located at 924 Thomas Barbour Drive, and authorize the City Manager to execute the agreement.

HIS INSTRUMENT PREPARED BY
Adam Conley, City Attorney
City of Melbourne
900 East Strawbridge Avenue
Melbourne, FL 32901

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into as of _____, by and between the CITY OF MELBOURNE, a municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY"), and In Depth, Inc., a Florida profit corporation, whose principal address is 1473 Old Haw Creek Road, Bunnell, FL 32110 (the "LICENSEE").

WITNESSETH

WHEREAS, the LICENSEE is performing work as a prime contractor for the City of Melbourne's "Annual Installation, Maintenance and Emergency Repair Work for Navigational Aid and Channel Markers" contract- Work Order No. 1- Anchoring Limitation Areas (the "Project") and, in performing such work, LICENSEE desires to utilize certain portions of City property as staging and storage sites for material associated with the Project, commonly known as a "laydown yard"; and

WHEREAS, the CITY owns waterfront property commonly referred to as Ballard Park, a portion of which is available for use as a laydown yard; and

WHEREAS, the CITY will authorize said use of the property subject to certain terms and conditions for said use.

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned agree as follows:

1. Each and all of the foregoing recitals are hereby declared to be true and correct and are incorporated herein.

2. Grant of License. The LICENSEE is hereby granted the use of a portion of Ballard Park, which is depicted on the attached Exhibit A, incorporated herein by reference, and be defined as the "Licensed Area". The LICENSEE's use of the Licensed Area shall be limited to use as laydown yard associated with the Project. Provided, however, said use shall be non-exclusive and the Licensed Area shall at all times be available for use by the CITY and subject to any existing easements. The Licensed Area will be approximately 75' X 75' to store signage, materials, and equipment, including continuous use of one of the boat docks, one (1) existing parking space for a construction trailer, and two (2) existing parking spaces for boat trailers, for the purpose of conducting business for the project.

3. Term. The LICENSEE's use of the Licensed Area shall begin June 29, 2026 and end August 31, 2026 unless otherwise extended or terminated by the City Manager.

4. LICENSEE shall be responsible for the maintenance of all improvements within the Licensed Area during the term of this Agreement. LICENSEE also agrees that LICENSEE shall repair damage on and to the Licensed Area at its own cost and expense if the CITY so directs.

5. The LICENSEE acknowledges that this authorized usage is revocable, at the discretion of the CITY at any time, and does not act to convey any ownership or easement rights in favor of the LICENSEE. LICENSEE further agrees that the CITY's Director of Parks, Recreation & Golf shall at all times have the authority to direct LICENSEE to use additional containment and security measures in the Licensed Area.

6. For purposes of this Agreement, the term "City Indemnitees" means and refers to the CITY, its representatives, employees, agents, contractors, sub-contractors and elected and appointed officials in either their official or individual capacities. The undersigned covenants agrees not to sue or make a claim to or against the City Indemnitees, and LICENSEE agrees, at its sole cost and expense, that it will at all times defend, pay on behalf of, indemnify and hold harmless the City Indemnitees from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of every kind and nature arising or growing out of or in any way connected with the undersigned's use, occupation, management, or control of the Licensed Area. The undersigned covenants and agrees to satisfy, pay and discharge any and all judgments, orders, and decrees that may be entered against the CITY in any such action or proceeding to which the CITY may be a party. The indemnification herein is granted in exchange for consideration of TEN AND 00/100 DOLLARS (\$10.00) paid in hand to the LICENSEE by the City, receipt and sufficiency of which is hereby acknowledged.

7. Prior to the effective date of this Agreement, LICENSEE shall file with the CITY's Risk Manager and shall keep in full force and effect at all times during the underlying license granted hereby, copies of insurance policy declaration pages evidencing commercial general liability insurance with the limit of not less than \$1,000,000.00 per occurrence and business automobile liability insurance with a limit of not less than \$1000,000.00 per accident, the terms and conditions whereof shall be such as to provide for the protection and indemnification of the CITY with respect to any and all legally valid claims of any persons suffering injury, loss, or damage to person or property by reason of LICENSEE's use of the Licensed Area. The City shall be named as an "additional insured". Every such insurance policy shall contain a provision whereby every company executing the same shall obligate itself to notify the City Manager in writing, at least thirty (30) days before any cancellation of such policy is to become effective.

Such insurance policies shall be subject to the acceptance of and approval by the City Manager of the CITY. Each such policy shall be issued by a company licensed to conduct insurance business in the State of Florida and having an AM Best financial rating of A or better. All insurance required pursuant to this Agreement shall be occurrence based, and claims made insurance shall not be acceptable.

In the event that any suit is filed or action brought against the City, either severally or jointly with LICENSEE, by any person seeking to recover damages resulting from or

attributable to any act or omission of LICENSEE related to the use of the Licensed Area, LICENSEE shall, upon receipt of written notice by the CITY, defend said suit or action; and, in the event any final judgment therein should be rendered against the CITY resulting from or attributable to any act or omission of LICENSEE for which LICENSEE shall be adjudged liable by the Court, LICENSEE shall promptly pay the final judgment together with all costs relating thereto; LICENSEE being allowed, however, to require at its sole discretion an appeal or appeals to the appropriate Court or Courts from the judgment rendered in any such suit or action upon the filing of such supersedeas bond as shall be required to prevent levy of judgments against the CITY during such appeal or appeals.

8. If it shall become necessary for the CITY to employ an attorney to enforce or defend the CITY under the terms of this agreement, the LICENSEE agrees that each party shall be responsible for their fees and costs in such connection, including any appeals.

9. This agreement shall constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

EMC Divers, Inc., a Florida corporation

CITY OF MELBOURNE, a Florida municipal corporation

By: 
Zachary Rogers
President

By: _____
Jenni Lamb
City Manager

Date: 6/30/26

Date: _____



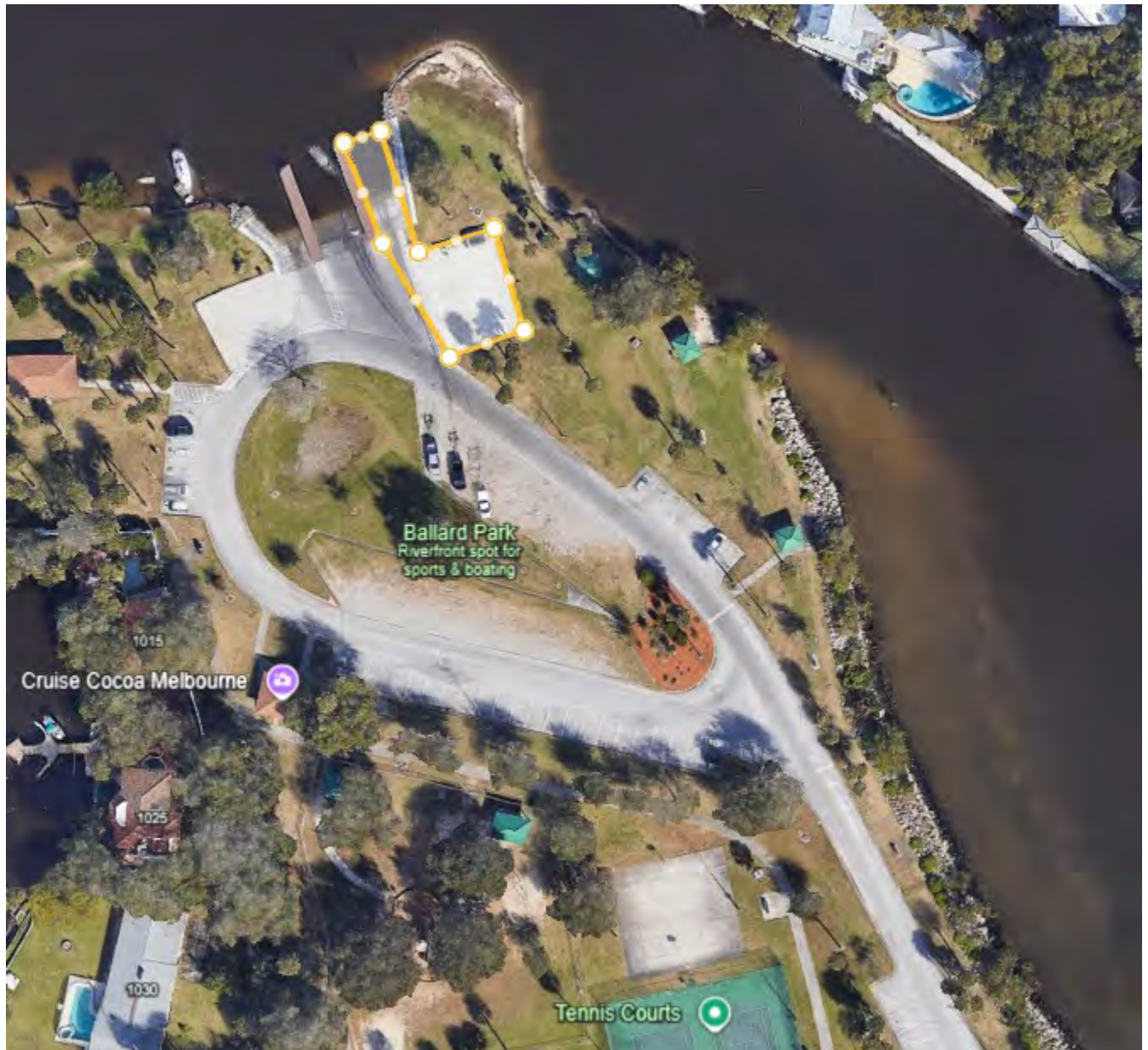
(CITY SEAL)

ATTEST:

Kevin McKeown, City Clerk

Exhibit A

Said description expressly excludes the remainder of the parent property not herein described.





Legend

-  Pile
-  Bouy
-  Anchoring Limit Areas



PILE COORDINATES

	LONG	LAT
1.	80°37'30"W	28°8'16"N
2.	80°37'21"W	28°8'3"N
3.	80°37'17"W	28°7'44"N
4.	80°37'10"W	28°7'17"N
5.	80°36'36"W	28°7'51"N
6.	80°36'14"W	28°7'58"N
7.	80°37'20"W	28°7'28"N
8.	80°37'40"W	28°7'26"N
9.	80°37'43"W	28°7'20"N

BUOY COORDINATES

	LONG	LAT
1.	80°37'37"W	28°8'19"N
2.	80°37'32"W	28°8'21"N
3.	80°37'27"W	28°8'12"N
4.	80°37'24"W	28°8'7"N
5.	80°37'18"W	28°7'58"N
6.	80°37'17"W	28°7'50"N
7.	80°37'17"W	28°7'39"N
8.	80°37'16"W	28°7'33"N
9.	80°37'15"W	28°7'28"N
10.	80°37'12"W	28°7'22"N
11.	80°37'7"W	28°7'12"N
12.	80°36'44"W	28°7'54"N
13.	80°36'42"W	28°7'49"N
14.	80°36'31"W	28°7'53"N
15.	80°36'25"W	28°7'55"N
16.	80°36'19"W	28°7'56"N
17.	80°36'8"W	28°8'0"N
18.	80°36'3"W	28°8'1"N





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

Department:	Financial Services
Presenter:	Ross McGinn
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.13.c.

Subject:

Extension of the contract for Annual Independent Audit Services from Carr, Riggs & Ingram, LLC, Melbourne, FL.

Background/Consideration:

The City has contracted its annual independent audit services with the firm of Carr, Riggs & Ingram, LLC of Melbourne, FL since the audit and preparation of the 2011 Annual Comprehensive Finance Report. The expiring contract was awarded as a five-year contract with two, one-year renewals in 2019 after a competitive RFP was conducted involving six auditing firms, including Carr, Riggs & Ingram, LLC.

The proposed action before Council would be to extend the contract for one-year with Carr, Riggs & Ingram, LLC to continue to perform the independent audit services on behalf of the City for FY 2026. The existing contract allows for the contract to be extended further with mutual consent. Both timing constraints and City staff turnover make the competitive selection process impossible to perform without impacting the ability for the FY 2026 audit to be completed within statutory deadlines. Beyond FY 2026, the City will pursue a request for proposals (RFP) as required by §218.391, through its Audit Selection Committee. This process is anticipated to occur in the spring of 2027.

Staff reviewed the proposed fee for the audit for FY 2026 and found it to be appropriate and in line with previous engagement fees based on past inflation from the time of the prior award in 2019.

As the Melbourne Airport Authority also contracts with Carr, Riggs & Ingram, LLC for their independent review of their Passenger Facility Charges separate from the City-wide independent audit, City Staff consulted with management at the Airport on their interest in continuing the use of Carr, Riggs & Ingram, LLC for both purposes, to which they were also in agreement with City Staff's recommendation of extending the contract for one year.

Contract/Solicitation:

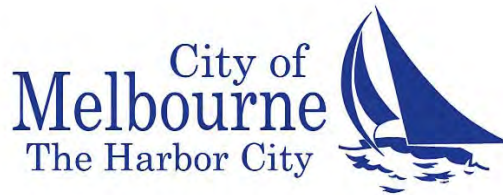
This is a single source contract award.

Fiscal/Budget Impact:

The total cost of auditing services is allocated across the General, Water and Sewer, Airport, Stormwater, Risk Management, Worker's Compensation, and Downtown CRA Funds and are budgeted accordingly.

Requested Action:

Approval of a one year extension to the contract for Annual Independent Audit Services, Carr, Riggs & Ingram, LLC, Melbourne, FL — total estimated cost of \$130,650.



Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7062 • Fax (321) 608-7070

PURCHASE AGREEMENT FOR SERVICES
Independent Audit Services

This **PURCHASE AGREEMENT FOR SERVICES - [Independent Audit Services]** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and **Carr, Riggs & Ingram, LLC**, a Florida limited liability company, whose mailing address is 100 N. Main Street, Enterprise, AL 36330 hereinafter referred to as the **CONTRACTOR**.

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	CONTRACTOR CONTACT:
Procurement Division Morgan Gomez, Senior Buyer 900 E. Strawbridge Ave Melbourne, FL 32901 Morgan.Gomez@mlbfl.org P: 321-608-7063	Finance Department Ross McGinn City of Melbourne 900 E. Strawbridge Ave Melbourne, FL 32901 Ross.McGinn@mlbfl.org P: 321-608-7013	Carr, Riggs & Ingram, LLC Attn: Christine Noll-Rhan 215 Baytree Drive Melbourne, Florida 32940 CNollRhan@cripa.com P: 321-255-0088

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

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services (Std Version 10/22/2025)
 - ☐ Exhibit A1. Statement of Work
 - ☐ Exhibit A2. Performance Standards
 - ☐ Exhibit A3. Maintenance Agreement
 - ☐ Exhibit A4. Pricing Schedule
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☒ Attachment A: CONTRACTOR's Engagement Letter City of Melbourne
- ☒ Attachment B: CONTRACTOR's Engagement Letter City of Melbourne Examination
- ☒ Attachment C: CONTRACTOR's Engagement Letter Melbourne Downtown Community Redevelopment Agency and Olde Eau Gallie Redevelopment Agency
- ☒ Attachment D: CONTRACTOR's Engagement Letter Melbourne Downtown Community Redevelopment Agency and Olde Eau Gallie Redevelopment Agency Examination

CITY may purchase and CONTRACTOR shall sell the Services (and Items incidental thereto) as described in Attachment A, B, C and D Engagement Letters, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences upon signature of both parties (the "Commencement Date"), subject to the Effective Date. This Contract expires upon **completion of services related to fiscal year ending September 30, 2026** (the "Expiration Date") and ☒ is not renewable ☐ is renewable for up to additional terms.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONTRACTOR:

CARR, RIGGS & INGRAM, LLC,
a Florida limited liability company

Christine Noll-Rhan 7/22/26

Signature _____ Date

Name: Christine Noll-Rhan

Title: Partner

City Use Only Initial Method of Procurement (mark): ☐ ITB # _____ ☐ RFP # _____ ☒ Exception: <u>Sole Source</u>	Commencement Date: _____ ** ** Note: But effective no earlier than last of the parties to execute Expiration Date: <u>upon completion of services related to fiscal year ending September 30, 2026</u> Renewal: ☒ No ☐ Yes ☐ Not Applicable Council Approval Date: _____
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EXHIBIT A

STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SERVICES

1. **DEFINITIONS**

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONTRACTOR incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Purchase Order" is CITY's document setting forth specific Services to be rendered and Order information.
- D. "Order" means CITY's authorization for CONTRACTOR to provide the Services defined in accordance with the CITY's Purchase Order sent to CONTRACTOR.
- E. "Service(s)" means the work which CONTRACTOR is to perform for CITY as set forth in Exhibit A1 in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.
- F. "Expiration Date" is defined as set forth on the first page of this Contract.

2. **TERM OF AGREEMENT**

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

3. **PRICING**

- A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein. The parties agree that 1% of the total payment to CONTRACTOR is the specific consideration from the CITY to CONTRACTOR for CONTRACTOR's indemnity agreement.
- B. The price charged CITY for any Service shall always be CONTRACTOR's lowest price charged any customer for that equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Service to any customer at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.
- C. In the event CONTRACTOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Services provided during the preceding thirty (30) days.
- D. All Applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONTRACTOR shall be stated separately on CONTRACTOR's invoice and borne by CONTRACTOR. In the event that CITY is prohibited by law from remitting payments to the CONTRACTOR unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONTRACTOR. CITY shall not reimburse CONTRACTOR for the amount of such taxes withheld.
- E. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city

governments. Upon request, applicable federal excise exemption certificates will be furnished to CONTRACTOR.

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

4. **INVOICING AND PAYMENT**

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

5. **NON-APPROPRIATION –**

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

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

6. NON-EXCLUSIVITY

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

7. TERMINATION

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

8. FORCE MAJEURE

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

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

9. SCHEDULING AND ORDERS

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

10. WARRANTY

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

11. INDEPENDENT CONTRACTOR

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

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

12. SECURITY

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

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

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

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

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

15. INTELLECTUAL PROPERTY INDEMNIFICATION

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

16. GENERAL INDEMNIFICATION

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

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

17. COMPLIANCE WITH LAWS

- A. CONTRACTOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Contract. Lack of knowledge by CONTRACTOR shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONTRACTOR's personnel providing Services to the CITY.
- B. CONTRACTOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONTRACTOR represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONTRACTOR shall provide copies of CONTRACTOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONTRACTOR's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONTRACTOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONTRACTOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Contract, the CITY reserves the right to terminate this Contract in accordance with §448.095, Fla. Stat.
- E. Public Entity Crimes Statement. CONTRACTOR represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. CONTRACTOR acknowledges the continuous duty to disclose to the CITY if CONTRACTOR or any of its affiliates are placed on the convicted vendor list.
- F. CONTRACTOR shall maintain, for the duration of this Contract, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies 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.

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

18. RETENTION AND AUDIT

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

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

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

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

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

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

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

20. DISPUTES

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

21. ASSIGNMENT; SUBCONTRACTORS

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

subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

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

23. APPLICABLE LAW

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

24. HEADINGS

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

25. SURVIVAL

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

26. TIME

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

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

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

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. Bid.

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

2. Performance Bonds.

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

3. Notice to Parties

- A. Notice to the City regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the City Procurement Contact as identified on the cover page of this Contract. Notice and communication with the City regarding the Services shall be directed to the City Department Contact as identified on the cover page of this Contract. Inquiries regarding payment to CITY shall be directed to City of Melbourne, Accounts Receivable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONTRACTOR shall be directed to the CONTRACTOR Contact as identified on the cover page of this Contract.
- C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

Procurement Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONTRACTOR:

Carr, Riggs & Ingram, LLC
Attn: Christina Noll-Rhan
215 Baytree Drive
Melbourne, Florida 32940
CNollRhan@cripa.com
Phone: 321-255-0088

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

4. Insurance Requirements

- A. Commercial General Liability: The contractor shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, and contractual liability, specifically confirming and ensuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Melbourne and shall name the City of Melbourne as an additional insured. The policy of insurance shall be written on an "occurrence" form.

- B. Professional Liability Insurance or Errors and Omissions Insurance: The contractor shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.
- C. Workers' Compensation: CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. CONTRACTOR shall require their Subcontractor(s) similarly to provide Worker's Compensation Insurance for all of the latter's employees engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of employees not otherwise protected.
- D. Crime coverage will be required if the contractor/vendor directly handles or has access to computer systems that administer money, securities or other negotiable instruments. Limits of at least \$1,000,000. All coverage for CONTRACTOR's subcontractors shall be subject to all of the requirements stated herein.

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ATTACHMENT A

CONTRACTOR'S ENGAGEMENT LETTER CITY OF MELBOURNE



To Management and Those Charged with Governance
of City of Melbourne

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 or 2.1 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CRI CPA", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which CRI CPA and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. CRI CPA, CRI Advisors, Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI CPA is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CRI CPA, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for City of Melbourne ("Client", "Entity", "you", or "your") as of and for the year ended September 30, 2026. (the "Selected Period(s)"). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CRI CPA. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CRI CPA and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

A. SCOPE AND OBJECTIVES

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We will audit the financial statements and the disclosures, which collectively comprise the basic financial statement(s) of the Entity for the Selected Period(s) ended for the following: governmental activities, business-type activities, aggregate remaining fund information, aggregate discretely presented component units, each major fund and the related disclosures to the financial statements, otherwise known as the notes to the financial statements (collectively, the "Financial Statements").

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform an audit engagement with respect to the Financial Statements of the Entity. As and if applicable and indicated in the following paragraphs, we will also perform the appropriate procedures related to either supplementary information ("Supplementary Information") and/or required supplementary information ("RSI").

The objectives of our audit are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your Financial Statements are fairly presented, in all material respects, in conformity with the Selected Basis and report on the fairness of the Supplementary Information referred to below when considered in relation to the Financial Statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States ("GAGAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Financial Statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the Financial Statements in accordance with GAGAS.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").

The Selected Basis provides for certain RSI, such as management's discussion and analysis ("MD&A"), to supplement Entity's Financial Statements. Such information, although not a part of the Financial Statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of the financial reporting for placing the Financial Statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding methods of preparing the information and comparing the information

for consistency with management's responses to our inquiries, the Financial Statements, and other knowledge we obtained during our audit of the Financial Statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. This RSI is required by the Selected Basis and will be subjected to certain limited procedures, but will not be audited: MD&A, Budgetary Comparison Schedules, Budgetary Notes to Required Supplementary Information, Required Pension Supplementary Information, and Required Other Postemployment Benefit Supplementary Information.

We have also been engaged to report on Supplementary Information other than RSI that accompanies the Entity's Financial Statements. We will subject the following Supplementary Information to the auditing procedures applied in our audit of the Financial Statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Financial Statements or to the Financial Statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the Financial Statements as a whole in a separate written report accompanying our auditor's report on the Financial Statements or in a report combined with our auditor's report on the Financial Statements: Schedule of Expenditures of Federal Awards and related notes, Non major fund schedules, and Combining Schedules.

In connection with our audit of the Financial Statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic Financial Statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report. Other information will include: Statistical Schedules, Transmittal Letter, Organizational Chart, and the following: secondary market disclosures.

B. OUR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS and GAGAS. We will also conduct our audit in accordance with the single audit act amendments of 1996' and the provisions of the Uniform Guidance. We will include tests of your accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and GAGAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Financial Statements and determine whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity. Because the determination of waste and abuse is subjective, GAGAS do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and GAGAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the Financial Statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the Financial Statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the Financial Statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards and the Uniform Guidance.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

C. AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Our audit does not relieve you of your responsibilities.

D. OTHER SERVICES

We will only perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management in preparing the notes to the Financial Statements
- Assist management in preparing the RSI
- Assist management by preparing, proposing and/or recording the following **client-approved** activities and/or journal entries: assist with preparation and submission of the data collection form

These non-audit services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

E. CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of Financial Statements that are free from material

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misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met

- following laws and regulations
- ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements
- ensuring that management and financial information is reliable and properly reported
- implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements
- the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the Selected Basis, and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements)
- identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information
- the preparation and fair presentation of the Financial Statements in conformity with the Selected Basis
- making drafts of Financial Statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers)
- evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern within one year after the date that the financial statements are available to be issued
- providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence (4) if applicable, you will provide us with the final version of all documents comprising the annual report which includes other information, prior to the date of our auditor's report. If the final version of these documents are not available prior to the date of our auditor's report, they will be provided as soon as practical and the Entity will not issue the annual report prior to providing them to the auditor (5) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance

- required written representations from you about the Financial Statements and related matters, at the conclusion of our audit
- required written representations that (1) you are responsible for presentation of the Supplementary Information in accordance with GAAP; (2) you believe the Supplementary Information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Supplementary Information.
- required written representations from you about compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and GAGAS, at the conclusion of our audit
- required written representations from you about compliance with schedule of expenditures of federal awards and federal award programs, at the conclusion of our audit
- adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements taken as a whole
- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants
- identifying and ensuring that the government complies with applicable contracts, agreements, and grants
- taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report
- evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and preparing a summary schedule of prior audit findings and a separate corrective action plan
- identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards

(including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance

- agreeing to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards
- agreeing to make the audited Financial Statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon
- acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards
- preparation of the Supplementary Information, as applicable, in conformity with the Selected Basis. You agree to include our report on the Supplementary Information in any document that contains, and indicates that we have reported on, the Supplementary Information and to include the audited Financial Statements with any presentation of the Supplementary Information that includes our report thereon
- if publishing Financial Statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document
- disclosing the date through which subsequent events have been evaluated and whether that date is the date the Financial Statements were issued or were available to be issued
- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CRI CPA or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time
- establishing and maintaining a process for tracking the status of audit findings and recommendations

- identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies
- providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information

F. ENGAGEMENT ADMINISTRATION

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. A request list of information we expect to need for our audit will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our audit process.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including Financial Statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the Financial Statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In accordance with certain regulations, we, as your auditors, are required to make the following commitments:

- The documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of CRI CPA personnel. Furthermore, upon request, we may provide copies of selected documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.

- We will file a copy of our most recent peer review report with any applicable regulators or agencies.
- As appropriate, we may meet with those charged with governance before the audit report(s) are filed with any required regulators or agencies.

The information that we obtain in auditing is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

G. REPORTING

As part of our engagement, we will issue a written report upon completion of our audit of the Entity's Financial Statements. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance.

We will also provide a report (that does not include an opinion) on internal control related to the Financial Statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the Financial Statements as required by GAGAS. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with GAGAS in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. The report(s) will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with GAAS and the standards for financial audits contained in GAGAS may not satisfy the relevant legal, regulatory, or contractual requirements.

H. TERMINATION

If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

I. OUR FEES

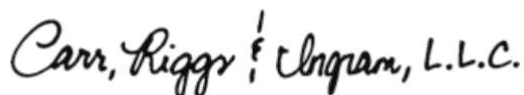
The fee for the audit for the year ending September 30, 2026 for the audit will be \$110,000. The fee for preparing the footnotes will be \$8,750, for preparing the pension and OPEB RSI will be \$1,750, and for preparing the MD&A \$1,750. We may at our discretion add a rush fee, up to 20% of the fee, if the items needed from you in order to provide the requested service(s) are not received 4 weeks prior to the issuance deadline.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as, but not limited to, difficulty or delays in obtaining requisite responses to necessary or required procedures, significant changes to promulgated standards, time incurred for financial statement adjustment(s) and the related procedures required, or significant changes to your organization or its internal control structure) will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,



CARR, RIGGS & INGRAM, L.L.C.

Signature
Ross McGinn
City of Melbourne

<signature>

<sign date>

Authorized Signer(s)

ATTACHMENT B

CONTRACTOR'S ENGAGEMENT LETTER CITY OF MELBOURNE EXAMINATION



To Management
of City of Melbourne

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 or 2.1 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CRI CPA", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which CRI CPA and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. CRI CPA, CRI Advisors., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI CPA is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CRI CPA, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for City of Melbourne ("Client", "Entity", "you", or "your") for the year ended September 30, 2026. (the "Selected Period"). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CRI CPA. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CRI CPA and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

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A. SCOPE AND OBJECTIVES

For the purposes of this Engagement Letter, the subject matter consists of the following: Compliance with Florida Statute Section 218.415, Local Investment Policies (collectively referred to as the "Subject Matter").

The Subject Matter is presented in accordance with Florida Statute Section 218.415, Local Investment Policies (the "Selected Criteria").

We will examine the Subject Matter of the Entity as of the Selected Period.

The objectives of our examination are to (1) obtain reasonable assurance about whether the Subject Matter is free from material misstatement based on the Selected Criteria; and (2) to express an opinion as to whether the Subject Matter is presented, in all material respects, in accordance with the Selected Criteria.

B. OUR RESPONSIBILITIES

Our examination will be conducted in accordance with attestation standards established by the AICPA. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

We will plan and perform the examination to obtain reasonable assurance about whether the Subject Matter is free from material misstatement, based on the Selected Criteria. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

Our examination does not relieve you of your responsibilities.

C. OTHER SERVICES

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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D. CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- the presentation of the Subject Matter in accordance with the Selected Criteria
- selecting the Selected Criteria
- determining the Selected Criteria are suitable, will be available to intended users, and are appropriate for the purpose of the engagement
- a written assertion about whether the Subject Matter is presented in accordance with the Selected Criteria; failure to provide such assertion may result in withdrawal from our engagement
- providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the Subject Matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain evidence
- required written representations from you in the form of a representation letter, at the conclusion of the engagement
- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CRI CPA or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time
- the accuracy and completeness of that information required for our examination

E. ENGAGEMENT ADMINISTRATION

We understand that you will provide us with the information required for our examination. A request list of information we expect to need for our examination will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our examination process.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

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In accordance with certain regulations, we, as your examiners, are required to make the following commitments:

- The documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of CRI CPA personnel. Furthermore, upon request, we may provide copies of selected documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.
- We will file a copy of our most recent peer review report with any applicable regulators or agencies.
- As appropriate, we may meet with those charged with governance before the examination report is filed with any required regulators or agencies.

The information that we obtain in this examination is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

F. REPORTING

As part of our engagement, we will issue a written report upon completion of our examination. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance.

G. TERMINATION

If for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

H. OUR FEES

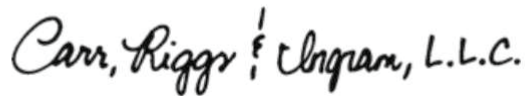
Our fee is included in the audit fee.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as, but not limited to, difficulty or delays in obtaining requisite responses to necessary or required procedures, significant changes to promulgated standards, time incurred for financial statement adjustment(s) and the related procedures required, or significant changes to your organization or its internal control structure) will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,



CARR, RIGGS & INGRAM, L.L.C.

Signature
Ross McGinn
City of Melbourne

<signature>

<sign date>

Authorized Signer(s)

ATTACHMENT C

CONTRACTOR'S ENGAGEMENT LETTER MELBOURNE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY AND OLDE EAU GALLIE REDEVELOPMENT AGENCY



CARR, RIGGS & INGRAM, L.L.C.

To Management and Those Charged with Governance
of City of Melbourne

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 or 2.1 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CRI CPA", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which CRI CPA and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. CRI CPA, CRI Advisors, Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI CPA is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CRI CPA, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for Melbourne Downtown Community Redevelopment Agency and Olde Eau Gallie Redevelopment Agency (both components of the City of Melbourne ("Client", "Entity", "you", or "your") as of and for the year ended September 30, 2026. (the "Selected Period(s)"). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CRI CPA. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CRI CPA and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

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A. SCOPE AND OBJECTIVES

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statement(s) of the Entity for the Selected Period(s) ended for the following: governmental activities, each major fund and the related disclosures to the financial statements, otherwise known as the notes to the financial statements (collectively, the "Financial Statements").

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform an audit engagement with respect to the Financial Statements of the Entity. As and if applicable and indicated in the following paragraphs, we will also perform the appropriate procedures related to either supplementary information ("Supplementary Information") and/or required supplementary information ("RSI").

The objectives of our audit are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your Financial Statements are fairly presented, in all material respects, in conformity with the Selected Basis. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States ("GAGAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Financial Statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the Financial Statements in accordance with GAGAS.

The Selected Basis provides for certain RSI, such as management's discussion and analysis ("MD&A"), to supplement Entity's Financial Statements. Such information, although not a part of the Financial Statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of the financial reporting for placing the Financial Statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the Financial Statements, and other knowledge we obtained during our audit of the Financial Statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. This RSI is required by the Selected Basis and will be subjected to certain limited procedures, but will not be audited: MD&A, Budgetary Comparison Schedules, and Budgetary Notes to Required Supplementary Information.

B. OUR RESPONSIBILITIES

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We will conduct our audit in accordance with GAAS and GAGAS. We will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and GAGAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Financial Statements and determine whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity. Because the determination of waste and abuse is subjective, GAGAS do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and GAGAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the Financial Statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the Financial Statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the Financial Statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

C. AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

Our audit does not relieve you of your responsibilities.

D. OTHER SERVICES

Non-audit services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

E. CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of Financial Statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met
- following laws and regulations
- ensuring that management and financial information is reliable and properly reported
- implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements

- the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements and all accompanying information in conformity with the Selected Basis, and for compliance with applicable laws and regulations rules, and the provisions of contracts and grant agreements
- the preparation and fair presentation of the Financial Statements in conformity with the Selected Basis
- making drafts of Financial Statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers)
- evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern within one year after the date that the financial statements are available to be issued
- providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence (4) if applicable, you will provide us with the final version of all documents comprising the annual report which includes other information, prior to the date of our auditor's report. If the final version of these documents are not available prior to the date of our auditor's report, they will be provided as soon as practical and the Entity will not issue the annual report prior to providing them to the auditor
- required written representations from you about the Financial Statements and related matters, at the conclusion of our audit
- required written representations from you about compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and GAGAS, at the conclusion of our audit
- adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements taken as a whole
- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants

- identifying and ensuring that the government complies with applicable contracts, agreements, and grants
- taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report
- if publishing Financial Statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document
- disclosing the date through which subsequent events have been evaluated and whether that date is the date the Financial Statements were issued or were available to be issued
- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CRI CPA or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time
- establishing and maintaining a process for tracking the status of audit findings and recommendations
- identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies
- providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information

F. ENGAGEMENT ADMINISTRATION

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. A request list of information we expect to need for our audit will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our audit process.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the Financial Statements. Unless restricted by law or regulation, or containing

privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In accordance with certain regulations, we, as your auditors, are required to make the following commitments:

- The documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of CRI CPA personnel. Furthermore, upon request, we may provide copies of selected documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.
- We will file a copy of our most recent peer review report with any applicable regulators or agencies.
- As appropriate, we may meet with those charged with governance before the audit report(s) are filed with any required regulators or agencies.

The information that we obtain in auditing is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

G. REPORTING

As part of our engagement, we will issue a written report upon completion of our audit of the Entity's Financial Statements. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance.

We will also provide a report (that does not include an opinion) on internal control related to the Financial Statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the Financial Statements as required by GAGAS. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the

entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with GAGAS in considering the entity's internal control and compliance. The report(s) will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with GAAS and the standards for financial audits contained in GAGAS may not satisfy the relevant legal, regulatory, or contractual requirements.

H. TERMINATION

If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

I. OUR FEES

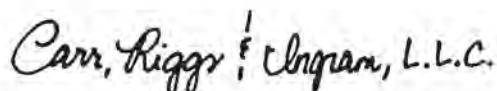
Our fees for these services are \$4,200 for each community redevelopment agency.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as, but not limited to, difficulty or delays in obtaining requisite responses to necessary or required procedures, significant changes to promulgated standards, time incurred for financial statement adjustment(s) and the related procedures required, or significant changes to your organization or its internal control structure) will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,



CARR, RIGGS & INGRAM, L.L.C.

Signature
Ross McGinn
City of Melbourne

<signature>

<sign date>

Authorized Signer(s)

ATTACHMENT D

CONTRACTOR'S ENGAGEMENT LETTER MELBOURNE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY AND OLDE EAU GALLIE REDEVELOPMENT AGENCY EXAMINATION



To Management
of City of Melbourne

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 or 2.1 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CRI CPA", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which CRI CPA and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. CRI CPA, CRI Advisors., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI CPA is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CRI CPA, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for The Melbourne Downtown Community Redevelopment Agency, and the Ole Eau Gallie Community Redevelopment Agency) (both components of the City of Melbourne ("Client", "Entity", "you", or "your") for the year ended September 30, 2026. (the "Selected Period"). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CRI CPA. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CRI CPA and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your

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acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

A. SCOPE AND OBJECTIVES

For the purposes of this Engagement Letter, the subject matter consists of the following: Compliance with Florida Statute Section 218.415, Local Investment Policies and Florida Statutes Section 163.387 Redevelopment Trust Fund (collectively referred to as the "Subject Matter").

The Subject Matter is presented in accordance with Florida Statute Section 218.415, Local Investment Policies and Florida Statutes Section 163.387 Redevelopment Trust Fund (the "Selected Criteria").

We will examine the Subject Matter of the Entity as of the Selected Period.

The objectives of our examination are to (1) obtain reasonable assurance about whether the Subject Matter is free from material misstatement based on the Selected Criteria; and (2) to express an opinion as to whether the Subject Matter is presented, in all material respects, in accordance with the Selected Criteria.

B. OUR RESPONSIBILITIES

Our examination will be conducted in accordance with attestation standards established by the AICPA. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

We will plan and perform the examination to obtain reasonable assurance about whether the Subject Matter is free from material misstatement, based on the Selected Criteria. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

Our examination does not relieve you of your responsibilities.

C. OTHER SERVICES

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

D. CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- the presentation of the Subject Matter in accordance with the Selected Criteria
- selecting the Selected Criteria
- determining the Selected Criteria are suitable, will be available to intended users, and are appropriate for the purpose of the engagement
- a written assertion about whether the Subject Matter is presented in accordance with the Selected Criteria; failure to provide such assertion may result in withdrawal from our engagement
- providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the Subject Matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain evidence
- required written representations from you in the form of a representation letter, at the conclusion of the engagement
- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CRI CPA or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time
- the accuracy and completeness of that information required for our examination

E. ENGAGEMENT ADMINISTRATION

We understand that you will provide us with the information required for our examination. A request list of information we expect to need for our examination will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our examination process.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

In accordance with certain regulations, we, as your examiners, are required to make the following commitments:

- The documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of CRI CPA personnel. Furthermore, upon request, we may provide copies of selected documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.
- We will file a copy of our most recent peer review report with any applicable regulators or agencies.
- As appropriate, we may meet with those charged with governance before the examination report is filed with any required regulators or agencies.

The information that we obtain in this examination is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

F. REPORTING

As part of our engagement, we will issue a written report upon completion of our examination. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance.

G. TERMINATION

If for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

H. OUR FEES

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Our fee is included in the audit fee.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as, but not limited to, difficulty or delays in obtaining requisite responses to necessary or required procedures, significant changes to promulgated standards, time incurred for financial statement adjustment(s) and the related procedures required, or significant changes to your organization or its internal control structure) will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

Signature
Ross McGinn
City of Melbourne

<signature>

<sign date>

Authorized Signer(s)



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

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

Subject:

Grant application to the Florida Department of Environmental Protection for FY 2026-27 Alternative Water Supply Funding for the Reverse Osmosis Water Treatment Plant Expansion at Joe Mullins RO Water Treatment Plant Project.

Background/Consideration:

The City has the opportunity to apply for a grant from the Florida Department of Environmental Protection for Alternative Water Supply Funding. A priority area of this program is to provide funding for projects that help communities plan for and implement water conservation, reuse, and other water supply and water resource development projects.

The Reverse Osmosis (RO) Water Treatment Plant (WTP) Expansion at Joe Mullins RO Water Treatment Plant Project consists of expanding the Joe Mullins RO WTP from its current production capacity of 5 MGD to 10 MGD, with a future buildout expansion capability to 15 MGD. The purpose of the RO expansion is to provide a more stable, consistent, blended source water quality by increasing the consistent quality brackish UFA groundwater source proportion, while decreasing the varying quality surface water source proportion. With the expansion project, at current average demand, RO production will increase to 10 MGD and surface water production will fluctuate based on current demands. The RO expansion, in combination with surface water production, will provide sufficient capacity to conservatively meet the projected maximum day demand through year 2049 as described in the City's Water Production Capacity Analysis Report.

Fiscal/Budget Impact:

The total cost of the project is \$82,301,601. The proposed application is for 25% of the project cost of \$20,575,400.

Requested Action:

Approval of Resolution No. 4425.

RESOLUTION NO. 4425

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FISCAL YEAR 2026-27 ALTERNATIVE WATER SUPPLY GRANT PROGRAM FUNDING FOR CONSTRUCTION OF THE REVERSE OSMOSIS WATER TREATMENT PLANT EXPANSION AT JOE MULLINS REVERSE OSMOSIS WATER TREATMENT PLANT PROJECT; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the Florida Department of Environmental Protection is accepting applications for FY 2026-27 Alternative Water Supply Funding for projects that help communities plan for and implement water conservation, reuse, and other water supply and water resource development projects; and

WHEREAS, the City of Melbourne desires to apply for funding for construction costs for the Reverse Osmosis Water Treatment Plant Expansion at Joe Mullins Reverse Osmosis Water Treatment Plant Project; and

WHEREAS, this project consists of expanding the Joe Mullins Reverse Osmosis Water Treatment Plant from its current production capacity of 5 million gallons per day to 10 million gallons per day; and

WHEREAS, the project will provide a more stable, consistent, blended source water quality by increasing the consistent quality brackish UFA groundwater source proportion, while decreasing the varying quality surface water source proportion.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the City is hereby requesting grant funds in the amount of \$20,575,400, which represents 25% of the total estimated construction costs of \$82,301,601; and that the City will provide local matching funds estimated at \$61,726,201.

SECTION 2. That the City Manager, or her designee, is authorized and directed to apply for the grant; accept the grant, should an award be rendered; and to execute all documents relating to the grant.

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. 4425



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

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

Subject:

2026 Cops Law Enforcement Mental Health and Wellness Act Grant Funding Application

Background/Consideration:

The City has the opportunity to apply for funding under the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), for FY 2026 COPS Law Enforcement Mental Health and Wellness Act (LEMHWA) Program funding to expand the Melbourne Police Department's existing peer support and wellness efforts.

The mental health and wellness of law enforcement officers and their families is a priority. Through the LEMHWA program, the Department of Justice supports this priority by providing funding directly to state, local, tribal, and territorial law enforcement agencies to implement new or enhance existing programs that offer training and services to support officers' emotional and mental health, including counseling programs, peer mentoring, suicide prevention, stress reduction, and police officer family services.

The Police Department is requesting funding in the amount of \$182,132 for a 24-month Peer Support and Suicide Prevention Advancement Project. The project will provide advanced training to eight Peer Support/Critical Incident Stress Management members, certify four members as suicide-prevention instructors, and deliver standardized suicide-prevention education to approximately 248 full-time sworn and civilian employees. It will also offer two family education days each year, with the core program repeated in morning and evening sessions, and will support continued professional development for four team members annually.

Fiscal/Budget Impact:

Increase in funding of \$182,132.

Requested Action:

Approval of Resolution No. 4426.

RESOLUTION NO. 4426

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS), FOR LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT (LEMHWA) PROGRAM FUNDING FOR FISCAL YEAR 2026; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the Law Enforcement Mental Health and Wellness Act (LEMHWA) Program will be continued for the 2026 fiscal year and will be administered by the Office of Community Oriented Policing Services (COPS), U.S. Department of Justice; and

WHEREAS, the purpose of the LEMHWA Program is to provide funds to state, local, territorial and Tribal law enforcement agencies to implement new or enhance existing programs that offer training and services to support officers' emotional and mental health, including counseling programs, peer mentoring, suicide prevention, stress reduction, and police officer family services; and

WHEREAS, the City of Melbourne Police Department is able to utilize the LEMHWA Program to enhance or expand their existing wellness programs; and

WHEREAS, the City of Melbourne proposes to use the grant funds for advanced peer support training; suicide prevention initiatives; wellness initiatives; family programming and resources; a dedicated wellness and peer support resource space; and program materials and implementation tools.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the City Manager is authorized to submit an application to the U.S. Department of Justice, Office of Community Oriented Policing Services, for funding under the FY26 Law Enforcement Mental Health and Wellness Act (LEMHWA) Program in the amount of \$250,000 to enhance or expand the Melbourne Police Department's existing wellness programs.

SECTION 2. That the City Manager is authorized and directed to apply for the grant; accept the grant, should an award be rendered; and, to execute all documents relating thereto.

SECTION 3. That upon completion of the Law Enforcement Mental Health and Wellness Act (LEMHWA) Program project, sufficient funds will be available from the General Fund to continue the Police Department's wellness efforts and that this grant requires no matching funds.

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

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

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4426



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

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

Subject:

Items Removed from the Consent Agenda

Background/Consideration:



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

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

Subject:

Substantial Amendment to the Community Development Block Grant (CDBG) FY 2025-2026 Action Plan.

Background/Consideration:

This is a request for approval of a Substantial Amendment to the FY 2025-2026 (CDBG) Action Plan. In accordance with CDBG regulations and the City's Citizen Participation Plan (CPP), the proposed change constitutes a substantial amendment that requires public notification and City Council approval. The US Department of Housing & Urban Development (HUD) will give the final approval of the amendment. The proposed change will capture CDBG funds from a cancelled project totaling \$31,000.00. Improvements on the football field have been completed with other funding.

Cancelled Project - *City of Melbourne – Carver Park Football Field Lighting (FY25-26)– \$31,000.*

New Project - *City of Melbourne – Carver Park West Parking Lot Lighting (FY25-26)–\$31,000.*

In accordance with the procedure to perform a Substantial Amendment, a Request for Applications was advertised on May 7, 2026 and made available to all City of Melbourne departments noting the available funding. The application deadline was May 21, 2026. One application was received from Parks, Recreation and Golf for Carver Park West Parking Lot Lighting Installation.

The evaluation committee met on May 27, 2026, and recommended approval of the application. Areas of consideration included but were not limited to: proposed timeliness of expenditures, HUD National Objectives, and project eligibility. The Citizens' Advisory Board approved the recommendation of the proposed amendment at the June 1, 2026 regular meeting. The Substantial Amendment was advertised in the Florida Today newspaper on June 11, 2026, for public comment as required. A public hearing is the final step in the formal amendment process. The 30-day public comment period expired on July 12, 2026. To date, no comments have been received.

Fiscal/Budget Impact:

Funding is available in FY 2025-2026 CDBG budget.

Requested Action:



Approval of the substantial amendment to the FY 2025-2026 CDBG Action Plan, reallocating \$31,000 in CDBG funding and authorization to execute a departmental Memorandum of Understanding (MOU).

CITY OF MELBOURNE
MINUTES OF THE REGULAR MEETING
CITIZENS' ADVISORY BOARD (CAB)
MELBOURNE CITY HALL COUNCIL CHAMBER
June 1, 2026 ♦ 6:00 pm

1. Call to Order

A regular meeting of the CAB was held in Council Chambers at City Hall on this date. Chairman McNeil called the meeting to order at 6:00 pm.

a. Invocation

Tyrone Bryan led the invocation.

b. Pledge of Allegiance

The Pledge of Allegiance was given to the Flag of the United States of America.

c. Roll Call

Present:

Joseph McNeil, Chair
Rev. Dale Haynes, Vice-Chair
E. Rhodie Humbert, Member
Ed Hart, Member
Shawn A. Middleton, Member
LaShawn Dillard, Member
Tyrone Bryan, 1st Alternate Member

Absent:

David Walker, Member - Excused

City of Melbourne Staff Also Present:

Abby Johnson, Housing & Urban Improvement
Manager
Tiffany Spence, Recording Secretary

2. Approval of Minutes: Regular Meetings – April 6, 2026

Motion: Humbert/Hart for approval, with any necessary corrections. Motion carried unanimously.

3. Public Comment

No public comment.

4. Housing & Urban Improvement Manager's Report

- a. This is Mr. Humbert's last board meeting as he is moving out of state. The board commented on their time working with him.
- b. Board term limits were discussed.

Chairman McNeil opened the public hearing.

5. Substantial Amendment to the FY 2025-2026 Community Development Block Grant (CDBG) Annual Action Plan (\$31,000.00) (Public Hearing)

Ms. Johnson presented that this is a scope of work change. The City of Melbourne Parks, Recreation, and Golf requested lighting for the Carver Park parking lot, not the football field. The reallocated funds will be used for parking lot lighting at Carver Park. Discussion was had.

No public comments were received.

Motion: Dillard/Haynes for approval of the FY2026 Substantial Amendment reallocating \$31,000.00 in CDBG funds from FY2025-2026. Motion carried unanimously.

6. Substantial Amendment to the FY 2022-2023 HOME Investment Partnerships Program (HOME) (\$10,220.61) (Public Hearing)

Ms. Johnson explained that the funds are leftover from the Tenant-Based Rental Assistance program, which has sunset. The reallocation is being placed in the Homeowner Housing Rehabilitation Program. Discussion was had.

No public comments were received.

Motion: Dillard/Haynes for approval of the FY2026 Substantial Amendment reallocating \$10,220.61 in HOME funds from FY2022-2023. Motion carried unanimously.

Chairman McNeil closed the Public Hearing.

Ms. Dillard asked about the results of the CDBG & CDBG-CV funds that were up for reallocation recently. Ms. Johnson explained that City Council approved the Fire Department for the funds to purchase a LUCAS device. It has been purchased and will be placed at a Fire Station in the City's target area.

7. Adjournment

Chairman McNeil invited final comments before adjournment.

Motion: Dillard/Hart to adjourn the meeting at 6:37 pm.

Tiffany Spence

Tiffany Spence, Recording Secretary

Approved by the Citizens' Advisory Board: _____



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

Department:	Community Development
Presenter:	Cynthia Dittmer
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.16.

Subject:

Substantial Amendment to the HOME Investment Partnerships Program (HOME) FY 2022-2023 and 2025-2026 Action Plan

Background/Consideration:

This is a request for approval of a Substantial Amendment to the FY 2022-2023 and 2025-2026 Brevard County HOME Consortium Action Plan.

In accordance with the requirements of 24CFR Part 91.105(c), and as a member of the Brevard County HOME Consortium, the City of Melbourne's FY 2022-2023 Action Plan was included and made available as part of the Brevard County Consolidated Plan. Under the Brevard HOME Consortium Citizen Participation Plan, the City of Melbourne is required to provide citizens with the opportunity to comment on all proposed Substantial Amendments to the Action Plan. The amendments reported herein apply only to the City of Melbourne's HOME Program Funds and do not affect other elements of the Brevard County HOME Consortium's Consolidated Action Plans. The changes involve moving funding from one housing program to another housing program and is in accordance with the Housing and Urban Development (HUD) regulations, allowing projects to proceed to completion, and meet the Brevard County HOME Consortium timeliness obligations.

Project Funding Transferring From (Decrease):

Project Name and Description—City of Melbourne—Tenant Based Rental Assistance (TBRA) FY 2022-2023 - \$10,220.61.

Project Funding Transferring To (Increase):

Project Name and Description—City of Melbourne-Homeowner Occupied Housing Rehabilitation FY 2025-2026 - \$10,220.61.

The evaluation committee met on May 27, 2026, and recommended the transfer of funds to Homeowner Occupied Housing Rehabilitation program. The amendment was advertised in the Florida Today newspaper on June 11, 2026, for public comment and approved by the Citizens' Advisory Board (CAB) at the June 1, 2026 regular meeting. The 30-day public comment period expires on July 12, 2026. To date, no comments have been received.

Fiscal/Budget Impact:

Funding is available in FY 2025-2026 HOME budget.



Requested Action:

Approval of the amendment to the FY 2022-2023 and 2025-2026 HOME Action Plan.

CITY OF MELBOURNE
MINUTES OF THE REGULAR MEETING
CITIZENS' ADVISORY BOARD (CAB)
MELBOURNE CITY HALL COUNCIL CHAMBER
June 1, 2026 ♦ 6:00 pm

1. Call to Order

A regular meeting of the CAB was held in Council Chambers at City Hall on this date. Chairman McNeil called the meeting to order at 6:00 pm.

a. Invocation

Tyrone Bryan led the invocation.

b. Pledge of Allegiance

The Pledge of Allegiance was given to the Flag of the United States of America.

c. Roll Call

Present:

Joseph McNeil, Chair
Rev. Dale Haynes, Vice-Chair
E. Rhodie Humbert, Member
Ed Hart, Member
Shawn A. Middleton, Member
LaShawn Dillard, Member
Tyrone Bryan, 1st Alternate Member

Absent:

David Walker, Member - Excused

City of Melbourne Staff Also Present:

Abby Johnson, Housing & Urban Improvement
Manager
Tiffany Spence, Recording Secretary

2. Approval of Minutes: Regular Meetings – April 6, 2026

Motion: Humbert/Hart for approval, with any necessary corrections. Motion carried unanimously.

3. Public Comment

No public comment.

4. Housing & Urban Improvement Manager's Report

- a. This is Mr. Humbert's last board meeting as he is moving out of state. The board commented on their time working with him.
- b. Board term limits were discussed.

Chairman McNeil opened the public hearing.

5. Substantial Amendment to the FY 2025-2026 Community Development Block Grant (CDBG) Annual Action Plan (\$31,000.00) (Public Hearing)

Ms. Johnson presented that this is a scope of work change. The City of Melbourne Parks, Recreation, and Golf requested lighting for the Carver Park parking lot, not the football field. The reallocated funds will be used for parking lot lighting at Carver Park. Discussion was had.

No public comments were received.

Motion: Dillard/Haynes for approval of the FY2026 Substantial Amendment reallocating \$31,000.00 in CDBG funds from FY2025-2026. Motion carried unanimously.

6. Substantial Amendment to the FY 2022-2023 HOME Investment Partnerships Program (HOME) (\$10,220.61) (Public Hearing)

Ms. Johnson explained that the funds are leftover from the Tenant-Based Rental Assistance program, which has sunset. The reallocation is being placed in the Homeowner Housing Rehabilitation Program. Discussion was had.

No public comments were received.

Motion: Dillard/Haynes for approval of the FY2026 Substantial Amendment reallocating \$10,220.61 in HOME funds from FY2022-2023. Motion carried unanimously.

Chairman McNeil closed the Public Hearing.

Ms. Dillard asked about the results of the CDBG & CDBG-CV funds that were up for reallocation recently. Ms. Johnson explained that City Council approved the Fire Department for the funds to purchase a LUCAS device. It has been purchased and will be placed at a Fire Station in the City's target area.

7. Adjournment

Chairman McNeil invited final comments before adjournment.

Motion: Dillard/Hart to adjourn the meeting at 6:37 pm.

Tiffany Spence

Tiffany Spence, Recording Secretary

Approved by the Citizens' Advisory Board: _____