

# Melbourne-Tillman Water Control District



## Board Agenda

# Melbourne-Tillman Water Control District

MEETING OF THE BOARD OF DIRECTORS

TUESDAY, DECEMBER 2, 2025

9:00 AM



**Call to Order** Philip Weinberg, President

**Pledge of Allegiance** Philip Weinberg, President

**Roll Call** Lisa Blackett

Board Members:

Joseph Hale, Vice President (Palm Bay September 30, 2028)

Brant Hoffman (Brevard County September 30, 2028)

Don Jordan, (Palm Bay September 30, 2026)

Scott Morgan, (West Melbourne September 30, 2027)

Drew Powshok (Brevard County September 30, 2028)

Philip Weinberg (City of Palm Bay September 30, 2027)

Jay Woltering (Brevard County September 30, 2028)

District Attorney: Jim Beadle

Secretary/Treasurer: Lisa Blackett

District Manager: Rick Nipper

## **Recognition of Guests**

Mike McCabe, District Engineer

Bo Rainbolt, Assistant Manager/ Operations

## **Announcements**

- Jay Woltering has been re-appointed by Brevard County Board of County Commissioners, his term will expire on September 30, 2028.
- District Christmas Luncheon

## **Public Comments**

## **Presentations**

- None

# Melbourne-Tillman Water Control District

## MEETING OF THE BOARD OF DIRECTORS

TUESDAY, DECEMBER 2, 2025

9:00 AM

### **Regular Business**

- Approval of the minutes of the October 28, 2025 MTWCD Board of Director's Meeting (Attachment 1)
- Approval of the Operating Statement through October 31, 2025 (Attachment 2)

### **New Business**

- The annual review of Corcoran Partners Contract for Services
- Modifications to MTWCD Policy P232 Leave (Attachment 3)

### **Old Business**

- None

### **Staff Reports**

- District Manager's Report, Rick Nipper
- Engineer's Report, Mike McCabe
- Assistant Manager/Operations Report, Bo Rainbolt
- Attorney's Report, Jim Beadle
- Secretary/Treasurer's Report, Lisa Blackett

### **Closing**

- Meeting Schedule – The next Board Meeting is scheduled for Tuesday February 23, 2026 at 9:00 am in the City of West Melbourne Council Chambers.
- Board Member Reports

*Joe Hale*

*Brant Hoffman*

*Don Jordan*

*Scott Morgan*

*Drew Powshok*

*Jay Woltering*

*Phil Weinberg*

- Adjourn

*Pursuant to Section 286-0105, FSS, if an individual decides to appeal any decision made by the Melbourne-Tillman Water Control District Board of Directors with respect to any matter considered at this meeting, a verbatim transcript of the proceedings may be required and the individual will need to ensure that a verbatim transcript of the proceedings is made,*

*In accordance with the Americans with Disabilities Act and Section 286.26, FSS, persons needing special accommodations for this meeting shall within reasonable time, prior to this meeting, contact the Office of the Secretary to the Board of Directors, (321)-723-7233.*

# Attachment

1

**MELBOURNE-TILLMAN WATER CONTROL DISTRICT**

**MINUTES**

October 28, 2025

**CALL TO ORDER**

The regular scheduled meeting of the Melbourne-Tillman Water Control District (MTWCD) Board of Directors was called to order by Phil Weinberg, President on Tuesday, October 28, 2025 at 9:00 AM in the City of West Melbourne Council Chambers, Veterans Memorial Complex, 2285 Minton Road, West Melbourne, Florida.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag was recited by all present.

**ROLL CALL**

The following Board Members were present:

Joe Hale, Vice President  
Brant Hoffman  
Scott Morgan  
Don Jordan, arrived at 9:11 am  
Drew Powshok  
Jay Woltering  
Philip Weinberg, President

Also present:

Rick Nipper, District Manager  
Lisa Blackett, Secretary/Treasurer  
Jim Beadle, District Attorney

**RECOGNITION OF GUESTS/VISITORS/STAFF**

Mike McCabe, District Engineer  
Bo Rainbolt, Assistant Manager of Operations  
Jim Trauger, Trauger Consulting  
Courtney Barker, Local Land Co. FL

**ANNOUNCEMENTS**

The District Manager announced Drew Powshok and Brant Hoffman were reappointed to the Board by the Brevard County Commission with terms ending September 30, 2028. Joe Hale was reappointed by the City of Palm Bay, his also expiring on September 30, 2028. The Manager added that Jay Woltering was tentatively appointed but did not vote at the meeting pending formal approval by the Brevard County Commissioners at its October 28, 2025 meeting.

The Manager announced the District's 2025/2026 Budget was approved at the Brevard County Commission public hearing on September 10, 2025.

The Manager announced the District's annual inventory count was completed by Board Scott Morgan and no discrepancies were found.

**PUBLIC COMMENTS**

None

### PRESENTATIONS

The District Manager presented Board Member Joe Hale an award from the Palm Bay City Council recognizing his 5 years of service on the Melbourne Tillman Board of Directors.

The President presented a proclamation to designate October 28, 2025 as National First Responders Day in tribute to Public Works employees and all other first responders.

Courtney Barker, Local Land Company Florida (Orlando) presented a townhome development proposal for West Melbourne and provided a packet showing that the MTWCD Canal C-85 bisects the property with portions of the canal located on the property rather than within the District Right of way. She requested the District vacate a portion of the Right of way to allow installation of a piped section and they would grant an easement for District access and designate maintenance responsibility to the future Coastal Crossings HOA. Ms. Barker proposed realigning C-85 to improve District maintenance access, acknowledged the District's ownership interest and offered compensations for any vacated right of way, noting that without realignment title issues could impede home sales. She introduced Jim Trauger as the project engineer and volunteered that her company would prepare all legal descriptions, easements and required documentation. The District Manager recalled the Ms. Fulcher had previously identified the canal's mis-location on her property and he added staff supports the concept pending approval from the District Attorney. The District Attorney advised the District's Special Act requires notice to the public to in order to relinquish title. Board members expressed conditional support: Board President and Scott Morgan supported the concept subject to legal requirements; Joe Hale was advised amended legislation permits disposition of District property; Drew Powshok and the District Engineer clarified that District maintenance responsibility begins at the end of the proposed pipe area and extends south, and the District Engineer noted drainage to the north is collected in a pond owned by Brevard County. Jay Woltering and Drew Powshok indicated agreement with the concept. No action was taken because the required public notice had not been given.

### REGULAR BUSINESS

The President presented the minutes from the August 26, 2025 Board meeting for approval. Scott Morgan **motioned to approve the Operating Statement through August 26, 2025**. Drew Powshok **seconded the motion**. The Board **voted 6-0 to approve the motion, with Jay Woltering abstaining**.

The President presented the Operating Statement through July 31, 2025 for Board approval. Joe Hale **motioned to approve the Operating Statement through September 30, 2025**. Drew Powshok **seconded the motion**. The Board **voted 6-0 to approve the motion, with Jay Woltering abstaining**.

### NEW BUSINESS

The President presented the annual election of the Board Officers, President, Vice President, Secretary/Treasurer and District Attorney). Drew Powshok **motioned to nominate Philip Weinberg as President**. Joe Hale **seconded the motion**. The Board **voted 6-0 to approve the motion, with Jay Woltering abstaining**.

Drew Powshok **motioned to nominate Joe Hale as Vice President**. Brant Hoffman **seconded the motion**. The Board **voted 6-0 to approve the motion, with Jay Woltering abstaining**.

Drew Powshok **motioned to nominate Lisa Blackett as Secretary/Treasurer**. Joe Hale **seconded the motion**. The Board **voted 6-0 to approve the motion, with Jay Woltering abstaining**.

Drew Powshok **motioned to nominate Jim Beadle as District Attorney**. Don Jordan **seconded the motion**. The Board **voted 6-0 to approve the motion, with Jay Woltering abstaining**.

### **OLD BUSINESS**

The District Manager reported that he, the Board President and a representative from the Cocoran Group met with every member of the local delegation and the Brevard County Commission to explain the District's user fee is not a tax and to outline the District's financial challenges. He advised the Brevard County Commission adopted a resolution supporting the District's legislation and the Brevard County Delegation voted to advance the legislation in session. The District Manager thanked the Board President for his support. Joe Hale commended their efforts saying both had done an outstanding job advocating for the Board.

### **MANAGER'S REPORT**

The District Manager reported despite the large amount of rain the modified protocols at the MS-1 worked well. He advised that the cooperation with Bill Watkinson, City of Palm Bay was instrumental in assisting with the issues in the northwestern part of the city at Jupiter Blvd and provided updates to both the Manager and the Engineer.

He advised the Board to reserve December 18, 2025 as the annual Christmas Party with details to be provided at the December 2, 2025 meeting.

### **ENGINEER'S REPORT**

The District Engineer did not have anything to report.

### **ASSISTANT MANAGER/OPERATIONS REPORT**

The Assistant Manager/Operations reported standard operations and that he is in the process of receiving the bids for the Board approved purchase of a new flat mower. He added the spray crew are moving ahead of the mowers and the heavy equipment group is completed washout repairs. He added once the washouts throughout the District are repaired, they will move to C-77 to fix a wash out and to remove a large sandbar.

The Assistant Manager/Operations reported that the harvester appears to be at the end of its' useful life, but staff is exploring all options. Jay Woltering asked what repairs needed to make the harvester to be operational. The Assistant Manager/Operations said the largest repair would be replacement pontoons, at a minimum cost of \$14,000. Mr. Woltering suggested stainless pontoons for greater longevity. The Manager reminded the Board that a staffing shortage to operate the harvester is also a factor in evaluating next steps.

### **ATTORNEY'S REPORT**

None

### **SECRETARY/TREASURER'S REPORT**

The Secretary/Treasurer reported that the audit for the FY 2024/2025 was underway with one work day completed and a second scheduled in December. She advised the FEMA check for \$80,450 has not yet been received but has been approved for payment and progress has been made in the administrative cost project.

### **CLOSING**

The President stated that the next Board meeting would be Tuesday, December 2, 2025 at 9:00 AM in the City of West Melbourne Council Chambers, Veterans Memorial Complex, 2285 Minton Road, West Melbourne, Florida.

**DIRECTOR'S REPORTS**

Joe Hale – Advised the Assistant Manager/Operations that Brevard County will be running a benchmark for survey down the Parkway. He thanked Scott Morgan for conducting the inventory on behalf of the Board. He thanked the District Engineer for spearheading the proclamation for the first responders.

Brant Hoffman – none

Scott Morgan – none

Don Jordan – none

Drew Powshok – none

Jay Woltering – none

Phil Weinberg –. He thanked Scott Morgan for conducting the inventory and thank the District Manager for attending the meetings to promote the legislation.

ADJOURN

Phil Weinberg, President adjourned the meeting at 9:34 am.

Respectfully,

Lisa Blckett

Secretary

Board of Directors

# Attachment

2



MELBOURNE-TILLMAN WATER CONTROL DISTRICT

Operating Statement Through October 31, 2025

	Actual \$	FY 2025/2026	Approved Budget	FY 2025/2026	Over/Under	Percentage
	To Date	Approved Budget	Adjustment	Modified Budget	Budget	Budget
<b>Revenue</b>						
User Fees	\$ -	\$ 2,350,583		\$ 2,350,583	\$ (2,350,583)	0%
Permits	\$ 5,078	\$ 50,000		\$ 50,000	\$ (44,922)	10%
Miscellaneous Income	\$ 16,140	\$ 140,000		\$ 140,000	\$ (123,860)	12%
Other Income	\$ -	\$ -	2		\$ -	
	\$ 21,218	\$ 2,540,583	\$ -	\$ 2,540,583	\$ (2,519,365)	1%
Balance Forward Operating		\$ 2,368,989		\$ 2,368,989	\$ (2,368,989)	0%
<b>TOTAL REVENUE</b>	<b>\$ 21,218</b>	<b>\$ 4,909,572</b>	<b>\$ -</b>	<b>\$ 4,909,572</b>	<b>\$ 4,888,354</b>	<b>0%</b>
<b>Expenses</b>						
Salaries	\$ 128,537	\$ 1,273,290		\$ 1,273,290	\$ 1,144,753	10%
Health Insurance	\$ 22,759	\$ 303,571		\$ 303,571	\$ 280,812	7%
Retirement	\$ 18,034	\$ 253,250		\$ 253,250	\$ 235,216	7%
FICA/Medicare	\$ 9,562	\$ 97,407		\$ 97,407	\$ 87,845	10%
Workers' Comp	\$ 17,511	\$ 25,000		\$ 25,000	\$ 7,489	70%
<b>SALARY &amp; BENEFITS</b>	<b>\$ 196,403</b>	<b>\$ 1,952,518</b>	<b>\$ -</b>	<b>\$ 1,952,518</b>	<b>\$ 1,756,115</b>	<b>10%</b>
Professional Services	\$ 7,900	\$ 56,200		\$ 56,200	\$ 48,300	14%
Contract Services	\$ 722	\$ 8,500		\$ 8,500	\$ 7,778	8%
Travel	\$ -	\$ 2,000		\$ 2,000	\$ 2,000	0%
Communications	\$ 313	\$ 10,450		\$ 10,450	\$ 10,137	3%
Utilities	\$ 591	\$ 9,000		\$ 9,000	\$ 8,409	7%
Rentals	\$ -	\$ 1,000		\$ 1,000	\$ 1,000	0%
Liability Insurance	\$ 144,459	\$ 162,713		\$ 162,713	\$ 18,254	89%
Repair & Maintenance	\$ 6,538	\$ 146,000		\$ 146,000	\$ 139,462	4%
Current Charges	\$ 263	\$ 65,500		\$ 65,500	\$ 65,238	0%
Office Supplies	\$ 153	\$ 5,000		\$ 5,000	\$ 4,847	3%
Operating Supplies	\$ 9,950	\$ 185,000		\$ 235,000	\$ 225,050	4%
Books & Training	\$ 5	\$ 15,500		\$ 15,500	\$ 15,495	0%
Restricted Reserves	\$ -	\$ 1,767,191		\$ 1,767,191	\$ 1,767,191	
<b>OPERATIONS</b>	<b>\$ 170,894</b>	<b>\$ 2,434,054</b>		<b>\$ 2,434,054</b>	<b>\$ 2,263,160</b>	<b>7%</b>
Improvements Other than Buildings	\$ 3,856	\$ 75,000		\$ 75,000	\$ 71,144	5%
Machinery	\$ -	\$ 440,000		\$ 440,000	\$ 440,000	0%
Computer Equipment	\$ -	\$ 7,500		\$ 7,500	\$ 7,500	0%
Computer Software	\$ -	\$ 500		\$ 500	\$ 500	0%
<b>CAPITAL OUTLAY</b>	<b>\$ 3,856</b>	<b>\$ 523,000</b>		<b>\$ 523,000</b>	<b>\$ 519,144</b>	<b>1%</b>
<b>TOTAL EXPENSE</b>	<b>\$ 371,153</b>	<b>\$ 4,909,572</b>		<b>\$ 4,909,572</b>	<b>\$ 4,538,419</b>	<b>8%</b>

Legal, Drug Testing, Accounting & Court Reporting, Engineering Testing, Miscellaneous Professional Services  
 Uniforms, Garbage Service  
 Travel  
 Postage, Telephone Service  
 Utility, Solid Waste Assessment  
 Rentals  
 Insurance  
 Repair & Maintenance Service, Repair & Maintenance Supplies, Auto & Equipment Parts, Maintenance Agreements  
 Tax Collector, Bank Fees, Lic & Permits, Advertising, Unemployment  
 Office Supplies  
 Operating Supplies, Fuel, Gas & Oil, Aquatics  
 Books, Pubs., Memberships, Training Costs

\$2000 from #5640300 Computer Software to #5540000 Books, Pubs, Subs & Memberships to reclassify software based subscription expenditures from capital account to operating account expense account.

# Attachment

3



## CONTRACT FOR SERVICES

### CONTRACT FOR SERVICES

This contract is entered into between Melbourne Tillman Water Control District hereinafter referred to as "Client" or "the Client" and Corcoran & Associates, Inc. d/b/a Corcoran Partners, hereinafter referred to as "Firm" or "the Firm", both of whom comprise the parties to this contract.

#### RECITALS

Whereas, the Client wishes to retain the services of the Firm in order that the Firm may represent the Client's interests before the Florida Legislature, executive agencies, and other governmental entities, agencies or departments within the State of Florida; and,

Whereas, the Client expressly acknowledges that the Firm has not given, and cannot give, any assurance of the outcome of any government affairs matters, or other matter for which the Firm is retained, nor is this contract contingent on such outcome; and

Whereas, the Client agrees to cooperate fully with the Firm and to provide all information known by, or available to, the Client which may aid the Firm in representing the Client, including providing any information relative to specific bills which the Client desires the Firm to monitor; and

Whereas, the Firm agrees to provide such representation as the Client may require; and

Whereas, the parties have agreed to the terms under which the Firm will represent the Client and wish to memorialize their agreement in writing.

Now, therefore, in consideration of the above recitals and the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Term of Agreement: This agreement shall become effective on January 1, 2025, and shall remain effective until December 31, 2025, and may be extended or renewed upon written agreement between the parties. The agreement may be terminated by either party for any reason by providing 30 days written notice to the other party. Fees will be due through the remainder of the month cancelled.
2. Duties & Obligations of Firm: It shall be the Firm's duty to advocate for the interests of the Client before the Florida Legislature, executive agencies, and other governmental entities, agencies, or departments within the State of Florida.





## CONTRACT FOR SERVICES

3. Duties of Client: It shall be the Client's duty to timely compensate the Firm for its services and to keep the Firm informed of any substantive changes which may materially affect this agreement or its scope of services.
4. Compensation: The Firm shall receive from Client \$30,000 over the term of this agreement, payable monthly on the 10<sup>th</sup> day of every month at the rate of \$2,500 (fee is for month that payment is made). Registration fees for Florida Lobbyist Registration and reasonable and customary expenses shall be reimbursed by the Client. Any individual expense over \$100.00 must be approved by the Client prior to the expense being incurred.
5. Lobbyist Registration, Disclosure, Compensation and Expense Reporting and Compliance: The Firm shall comply with all applicable local and state laws, ordinances and rules regarding lobbying registration, disclosure, compensation and expense reporting and compliance. Should state or local level compensation reporting be required, compensation will be reported as 70% attributable to legislative branch compensation reporting and 30% to executive branch compensation reporting. In accordance with Florida Statutes, the Firm is responsible for costs associated with required lobbyist registration, disclosure, compensation and expense reporting and compliance.
6. Venue and Governing Law: Venue for all proceedings in connection with this contract shall be in the State Courts in Pasco County, Florida, and all aspects of this contract shall be governed by the laws of the State of Florida.

Dated: Dec 19, 2024

Rick Nipper

By: District Manager  
Melbourne Tillman Water Control District

Dated: Dec 19, 2024

Micheal Corcoran

Micheal Corcoran (Dec 19, 2024 16:00 EST)

By: Michael Corcoran  
Corcoran & Associates, Inc.  
d/b/a Corcoran Partners











# For Signature - 2025 - Melbourne Tillman Water Control and Corcoran Partners\_Contract

Final Audit Report

2024-12-19

Created:	2024-12-19
By:	Alexis Searfoss (alexis@corcoranpartners.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_nvhu0OciKmlIZGXg557fsixu59ega3h

## "For Signature - 2025 - Melbourne Tillman Water Control and Corcoran Partners\_Contract" History

-  Document created by Alexis Searfoss (alexis@corcoranpartners.com)  
2024-12-19 - 6:45:23 PM GMT
-  Document emailed to Rick Nipper (rnipper@melbournetillman.org) for signature  
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2024-12-19 - 8:50:28 PM GMT
-  Document e-signed by Rick Nipper (rnipper@melbournetillman.org)  
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-  Document emailed to Micheal Corcoran (jessie@corcoranpartners.com) for signature  
2024-12-19 - 8:51:15 PM GMT
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2024-12-19 - 9:00:20 PM GMT
-  Document e-signed by Micheal Corcoran (jessie@corcoranpartners.com)  
Signature Date: 2024-12-19 - 9:00:40 PM GMT - Time Source: server
-  Agreement completed.  
2024-12-19 - 9:00:40 PM GMT