City of Melbourne, Florida
City Council Agenda

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

November 13, 2025, 6:30 PM

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

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

A. OPENING

1. **Invocation** - Evangelist Lugenia Franklin, Macedonia Missionary Baptist Church
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
    a. Proclamation recognizing the 35th anniversary of the Brevard County Medical Directors' Association.
    b. Proclamation declaring November 2025 as, "Hospice and Palliative Care Month."
    c. Proclamation declaring November 19, 2025 as "National GIS Day" and declaring November 17-21, 2025 as "National Geography Awareness Week."
5. **Approval of Minutes** - October 28, 2025 Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. **Ordinance No. 2025-50:** (Second Reading/Public Hearing) An ordinance amending Sec. 42-19 of the City Code regarding large group feedings in City parks.

C. NEW BUSINESS

9. D.B. Lee Ditch Stabilization and Piping Project, Project No. 33522.

    a. Reactivation of Project No. 33522 and a budget transfer in the amount of $1,630,000 from Project No. 30099.

    b. Contract award for the D.B. Lee Ditch Stabilization and Piping Project, Project No. 33522, to Don Luchetti Construction, Inc., Melbourne, FL - $1,482,338.

10. Task Order No. ITERIS 002 to the Continuing Contract for Engineering Services for Traffic Signal Retiming for Citywide Signal Retiming, Project No. 64425, Iteris, Inc., Tampa, FL - $296,728.62.

11. Utilization of the City's Horizontal Directional Drilling Services Contract for replacement of water main in support of the Bowe Gardens K1/K2 Resurfacing, Project No. 64619, Concurrent Environmental Services LLC, Rockledge, FL - $473,301.81.

12. **CONSENT AGENDA:**

    a. Utilization of Contract Pricing of Hydrant and Valve Maintenance, Repair and Flushing Services for the Water Distribution Division, Hydromax USA LLC, Flower Mound, TX — estimated amount not to exceed $2,600,000.

    b. Purchase of a 90' boom crane truck for the Water Production Division, Ring Power Corporation, St. Augustine, FL - total estimated cost of $423,743.

    c. Service Agreement for Heating, Ventilation and Air Conditioning Service at the Joseph Pellicano Law Enforcement Center, Trane U.S., Inc., Maitland, FL - first year cost of $71,027 and an estimated contract cost of $392,474.

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

14. **Ordinance No. 2025-51:** (First Reading) An ordinance amending Chapter 52 of the City Code, entitled "Streets, Sidewalks and Other Public Places"; amending Section 52-6, "Procedure to initiate street, facility or park name changes; application fee"; providing for revised procedures for street renaming and adding procedure for honorary street naming. (Applicant - Melbourne City Council)

15. Series 2026A Water & Sewer Refunding Bonds and Series 2002B Water & Sewer Defeasance.

    a. **Resolution No. 4387:** Providing for and authorizing the issuance of the city's Water and Sewer Refunding Revenue Bond, Series 2026A.

b. **Resolution No. 4388:** Authorizing the defeasance of all of the city's outstanding Water and Sewer Refunding Revenue Bonds, Series 2002B.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

E. ADJOURNMENT

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

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

City of Melbourne, Florida
Minutes – Regular Meeting Before City Council
October 28, 2025

A regular meeting of the City Council was held in the City Council Chamber, 900 East Strawbridge Avenue, and was called to order at 6:31 p.m. by Vice Mayor David Neuman.

A. OPENING

1. The invocation was given by Vice Mayor Neuman.

2. Pledge of Allegiance

3. Roll Call

Present:

David Neuman	Vice Mayor, District 3
Marcus Smith	Council Member, District 1
Mark LaRusso	Council Member, District 2
Rachael Bassett	Council Member, District 4
Mimi Hanley	Council Member, District 5
Julie Kennedy	Council Member, District 6
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

Absent:

Paul Alfrey	Mayor (vacation)

4. Proclamations and Presentations

Vice Mayor Neuman presented the Exceptional Citizen Award to Jackie Small, who was selected at Council's September 24, 2025 regular meeting.

Vice Mayor Neuman also presented a proclamation declaring November 2025 as "Native American Heritage Month," and November 14-16, 2025 as "Native Rhythms Festival Days."

Employees who reached a milestone of service during the months of September and October 2025 were invited to the Council meeting to accept their service pin and gift card. Brent Dooley, Fire Operations (20 years), Christopher Cooper, Fire

Operations (25 years) and Richard Smith, Engineering (25 years) attended the meeting and was recognized by the Mayor and City Council and City Manager.

5. Approval of Minutes – October 14, 2025 Regular Meeting.

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

6. City Manager's Report

City Manager Jenni Lamb reported that a push-in ceremony celebrating the arrival of a new heavy rescue engine will take place on Friday, October 31 at 9:00 a.m. at Fire Station 76 (2470 Croton Road).

Additionally, Mrs. Lamb noted that the Public Works and Utilities Department is assisting the City of Titusville in response to the major flooding that has taken place with the recent heavy rains.

In closing, Mrs. Lamb referenced the prior conversation held by City Council regarding the one-way conversion of Guava Avenue. She noted that variable message boards will soon be placed to announce the traffic pattern shift.

7. Public Comments

Pete Bittner, 621 Ironwood Drive, referenced a private company currently running fiber through his neighborhood and stated that the company has broken two water mains and leaves two large holes in every resident's yard. He stated that he spoke with Engineering staff who stated that the company needs to return the affected properties to the conditions they found them in; however, Mr. Bittner stated that this is not occurring.

Mrs. Lamb pointed out the City Engineer in the audience and noted that the Engineering Department can take that information as other issues have arisen in the city with regard to fiber installation.

Joseph Colombo, 2020 W. Eau Gallie Boulevard, discussed his history with the City of Melbourne and noted that his comments relate to public fraud and corruption. He stated that his comments about Mayor Paul Alfrey are not allegations since he has proof. He referenced the city's action to provide $500,000 in American Rescue Plan Act funds to Space Coast Habitat for Humanity in June of 2024. He noted that the mayor signed the resolution and two month later, the mayor's business was in contract with Habitat for Humanity and ultimately received a portion of those funds. Mr. Colombo stated that the mayor's business has been paid $56,500 from Habitat for Humanity and noted again that he has "direct proof." He submitted a packet of information and stated that if the city does not report this activity within one week, he will.

Connie McClary, Palm Bay, discussed the organizations she represents and referenced an e-mail that she submitted to City Council members with pictures about a nuisance property along Race Street. She stated that this property has been a problem for more than six years and discussed the multiple complaints submitted against the property. She asked the City Council for relief from this property.

Mark Herendeen, no address given, referenced an upcoming boat race that runs through the City of Melbourne and displayed a video showing an example of what the race looks like. He noted that the event will take place on November 1 beginning at 10:00 a.m.

John Curtis, 466 Teal Drive, referenced the agenda item regarding special activity permits and noted that his issue with the current process is that he is limited to six events per year. He requested that Council consider allowing more events, especially for his business located in Downtown Eau Gallie (Intracoastal Brewing Company), which he stated would greatly benefit from the allowance for additional events.

Council Member Julie Kennedy asked how many events Mr. Curtis' business would have if allowed. Mr. Curtis replied once a month would be fantastic, but more would be amazing.

Council Member Mark LaRusso stated that Mr. Curtis' business has transformed Downtown Eau Gallie and when things within the city need to be transformed, the city should look to businesses like Mr. Curtis' for help.

B. UNFINISHED BUSINESS

8. **Ordinance No. 2025-49:** (Second Reading/Public Hearing) An ordinance amending Chapter 6 of the City Code relating to permissible hours of sale, service, and consumption of alcoholic beverages on January 1.

(Mr. Smith stepped out of the chamber at 7:22 p.m.)

Attorney Conley read the ordinance by its title and clarified that the goal of the new subsection that is proposed is that if a conditional use has more specific hours of operation stated within the ordinance as a condition, those hours apply as compared to the general hours stated in Chapter 6.

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

<u>Moved by LaRusso/Bassett for approval of Ordinance No. 2025-49. The roll call vote was:</u>

Aye: LaRusso, Bassett, Hanley, Kennedy and Neuman

Motion carried unanimously. Mr. Smith was not present.

C. NEW BUSINESS

9. Work Order No. 24-06 to the contract for Asphalt and Milling Annual Resurfacing Program for the Kingsmill Subdivision Road Resurfacing and Restoration, Project No. 68122, V.A. Paving, Inc., Cocoa, FL - $1,250,000.

(Mr. Smith returned to the chamber at 7:24 p.m.)

City Engineer James Ennis reported that the roadway surfaces within the Kingsmill Subdivision have been determined to be at the end of life and geotechnical testing was performed to determine what type of restoration is needed. It was determined that Reign Street and Royalty Street require black base installation in addition to resurfacing due to the condition of the base. Nobility Avenue, Majestic Avenue, Kingsmill Avenue, Kingdom Avenue, and Empire Avenue will receive the standard 2-inch mill and resurfacing. This work order includes 3.4 miles of roadway resurfacing, of which, base repairs are required on 0.4 miles of the total resurfacing area.

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

Moved by Hanley/Smith for approval of Work Order No. 24-06 to the contract with V.A. Paving, Inc., Cocoa, FL for the Kingsmill Subdivision Road Resurfacing and Restoration, Project No. 68122, in the not-to-exceed amount of $1,250,000. Motion carried unanimously.

10. Work Order No. 24-07 to the contract for Asphalt and Milling Annual Resurfacing Program for the Fiscal Year 2025 Resurfacing Program, Project No. 68025, V.A. Paving, Inc., Cocoa, FL - $4,000,000.

Mr. Ennis reported that the 2014 Pavement Management Plan identified methodologies using a combination of standard milling and resurfacing, sealing, cold-in-place recycling, reconstruction, and base repairs to optimize city dollars to achieve and maintain acceptable pavement condition and structural condition indexes. The city's milling and resurfacing efforts are focused on streets with an average pavement condition index of less than 60. Staff identified the next 34 roadway sections for resurfacing. This work order includes 12.6 miles of roadway resurfacing, of which, base repairs are required on 3.7 miles of the total resurfacing area.

The contractor will have 270 calendar days from Notice of Commencement to complete this project.

Mr. LaRusso asked if this is all of the paving that has been approved by Council for 2025-2026. Mr. Ennis stated that this does not constitute all of the roadways as additional roads will be added to the resurfacing programs. He noted that the streets listed in this item are the ones ready to go.

Moved by LaRusso/Smith for approval of Work Order No. 24-07 to the contract with V.A. Paving, Inc., Cocoa, FL in the amount not to exceed $4,000,000. Motion carried unanimously.

11. Task Order No. DRMP-I-2025-001 to the Continuing Contract for Professional Engineering Services for Riverview Park Roundabout and Parking Improvements, Project No. 13323, DRMP, Inc., Merritt Island, FL - $89,480.

Mr. Ennis reported that as part of the Riverview Park Master Plan, a traffic circle (or roundabout) was proposed at the entrance to Riverview Park due to the proximity of the signalized intersection at US Highway 1/W.H. Jackson Street to the intersection of Irwin Street at the Riverview Park entrance. The existing alignment allows for multiple conflict points regarding assignment of right of way and lacks sufficient vehicle queueing lengths. A traffic circle eliminates conflicts with right of way assignment as the flow is continuous and vehicle queuing is provided for within the park itself, allowing for improved traffic circulation.

On May 28, 2024, City Council approved the abandonment and vacation of Irwin Street, south of the Riverview Park entrance, and of Line Street except for the portion of Line Street that is necessary for the traffic circle improvements. Later that year and upon coordination with Community Development Department and Parks & Recreation Department staff, a task order was issued to DRMP, Inc. to provide surveying services and preliminary engineering services for the traffic circle and a parking lot layout for twenty-two additional spaces. The layout has been completed and accepted by the City Engineer. The project is ready for final design.

The scope of services includes final engineering design and permitting for a traffic circle, redesigned parking lot, sidewalk connections, crosswalks and associated ADA curb ramps per the preliminary layout. Additional deliverables include geotechnical explorations, utility coordination, cost estimating, plans and specification production, and traffic analysis.

Council Member Marcus Smith referenced the Riverview Park master plan and asked for a status of the overall plan. Mr. Ennis replied that those activities continue to be coordinated with the Parks and Recreation Department

Moved by Bassett/Neuman for approval of Task Order No. DRMP-I-2025-001 to DRMP, Inc., Merritt Island, FL for professional engineering services for Riverview

Park Roundabout and Parking Improvements, Project No. 13323 in the amount of $89,480. Motion carried unanimously.

12. Task Order No. DRMP-U-2025-001 to the Continuing Contract for Professional Engineering Services for the Lift Station No. 55 Rehab, Project No. 32526, DRMP, Inc., Merritt Island, FL - $109,275.

Public Works and Utilities Director Jennifer Spagnoli reported that Lift Station No. 55, located on the west side of Stewart Road at the Sweetwood Drive intersection, has reached the end of its service life and requires replacement. The existing station consists of a wet well with duplex vacuum-assisted suction lift pumps, operating at a capacity of 1,400 gallons per minute (gpm).

The proposed lift station replacement consists of the design of a new wet well with modern submersible pumps, a new valve pad, new control panel, new generator, and associated site improvements. Because Lift Station No. 55 is proposed to pump additional flows redirected from Lift Station Nos. 21 and 26 to accommodate future developments within the Pineapple Avenue corridor, triplex pumps will be provided with a capacity of 2,000 gpm each.

The scope of services includes boundary and topographic survey of the lift station site, geotechnical evaluation, civil engineering design services, electrical engineering, instrumentation/controls design, permitting services, bidding services, and construction administration services.

Completion of DRMP services is expected within 210 days following Notice to Proceed.

Moved by Hanley/Kennedy for approval of Task Order No. DRMP-U-2025-001 to DRMP, Inc., Merritt Island, FL for professional engineering services for Lift Station No. 55 Rehab, Project No. 32526, in an amount $109,275. Motion carried unanimously.

13. Sarno Road Emergency Force Main Replacement, Project No. 32726, in the amount of $1,040,218.45.

a. Authorization to establish Project No. 32726 and a budget transfer in the amount of $1,041,000 from Project No. 30099.

b. Utilization of Horizontal Directional Drill Contract P25015K-0-2025/KL for the Sarno Road Emergency Force Main Replacement to Concurrent Utility Services LLC, Rockledge, FL - $1,041,000.

Ms. Spagnoli reported that on October 12, 2025, city staff was notified of a wastewater force main break at 1070 Sarno Road and immediately mobilized to investigate. It was determined to be a break on a 16-inch ductile iron force main.

This 16-inch force main transfers raw wastewater from Lift Station No. 23 to the D.B. Lee Water Reclamation Facility (WRF). In order to complete the repair, two line stops, and a 12-inch bypass had to be installed, and 130 linear feet of ductile iron pipe was replaced with C900 polyvinyl chloride (PVC).

Between the repair and D.B. Lee WRF there is another 380 linear feet of 10-inch and 900 linear feet of 16-inch old ductile iron pipe in the Sarno Road right-of-way that is recommended for immediate replacement to avoid another similar incident resulting in emergency repairs and potential wastewater spills. There is also an additional 400 linear feet of 24-inch old ductile iron force main within the plant site that has had multiple repairs in the last two years and is recommended for immediate replacement. Replacing the ductile iron pipe will strongly reduce the chances of another wastewater force main break in this area, resulting in a potential discharge to the Indian River Lagoon.

A quote was requested from Concurrent Utility Services LLC utilizing city Contract P25015K-0-2025/KL Horizontal Directional Drill Services. The scope for work consists of mobilization, maintenance of traffic, directional bore of 380 linear feet of 10-inch high-density polyethylene (HDPE) force main, 900 linear feet of 20-inch HDPE force main, and 400 linear feet of 24-inch HDPE force main with line stops, fittings and connections to existing valves, grouting the existing force mains after the new mains are placed in service, restoration and as-built survey.

Moved by Hanley/Bassett for authorization to establish Water and Wastewater Capital Improvement Project No. 32726 and a budget transfer from Project No. 30099. Motion carried unanimously.

Moved by Hanley/Bassett for approval to utilize Contract P25015K-0-2025/KL with Concurrent Utility Services LLC of Rockledge, FL for the Sarno Road Emergency Force Main Replacement, Project No. 32726, for a not-to-exceed amount of $1,041,000. Motion carried unanimously.

14. CONSENT AGENDA:

a. Utilization of contract pricing for wireless air cards for multiple departments, Verizon Wireless, Basking Ridge, NJ - estimated annual cost of $210,676.20.

b. Grant Funding Agreement between the City of Melbourne and Daily Bread, Inc./Providence Connects for Housing Case Manager services in the amount of $100,000 for FY 2025-2026.

c. Grant Funding Agreement between the City of Melbourne and Eau Gallie Arts District Main Street, Inc. for providing a designated Florida Main Street Program within the Olde Eau Gallie Riverfront Redevelopment Area in the amount of $85,000 for FY 2025-2026.

Vice Mayor Neuman stated that Mr. LaRusso had removed Item c. from the consent agenda.

Moved by Hanley/Smith for approval of the consent agenda, Items a. and b. Motion carried unanimously.

15. ITEMS REMOVED FROM THE CONSENT AGENDA

c. Grant Funding Agreement between the City of Melbourne and Eau Gallie Arts District (EGAD) Main Street, Inc. for providing a designated Florida Main Street Program within the Olde Eau Gallie Riverfront Redevelopment Area in the amount of $85,000 for FY 2025-2026.

Mr. LaRusso asked for clarification on the process involved with approving this item versus approving the similar item for the Downtown Melbourne area. Mrs. Lamb replied that the Grants-in-Aid Review Committee meets to consider General Fund dollars while the agreement with Melbourne Main Street is based out of CRA funds.

Mr. LaRusso referenced Christmas lighting and holiday events planned in Downtown Eau Gallie. He expressed concern with one of the events being promoted by a private individual when, in his opinion, such activity was tasked to the EGAD director.

Kathie Elias, Executive Director, Eau Gallie Arts District Main Street, stated that historically, EGAD has been in charge of the event; however, this private individual assists in sponsoring the event. She referenced the cost provided by Downtown Melbourne with regard to decorations and noted that EGAD’s cost would be considerably less based on the smaller footprint.

Mr. LaRusso expressed a desire to make sure that City Council members are invited to attend the event, which did not occur last year. Ms. Elias replied that she understood.

Moved by LaRusso/Bassett for approval of the Funding Agreement between the City of Melbourne and the Eau Gallie Arts District Main Street in the amount of $85,000 for FY 2026 and authorization for the City Manager to execute the agreement. Motion carried unanimously.

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

16. Grant Funding Agreement between Melbourne Downtown Community Redevelopment Agency and Melbourne Main Street for providing a designated Florida Main Street Program in the amount of $156,550 for FY 2025-2026.

(Mr. LaRusso stepped out of the chamber at 7:56 p.m.)

Community Development Director Cindy Dittmer reported that on an annual basis, MMS presents the Melbourne Downtown Redevelopment Advisory Committee with an annual report, demonstrating that they continue to fulfill their contractual obligations by providing a Florida Main Street Program. The provision of a designated Main Street program is consistent with the goals of the Melbourne Downtown CRA Redevelopment Plan. MMS, through its volunteers, enhance the Downtown CRA's physical redevelopment and economic development efforts. Some examples of their partnership with the CRA include the Facade Improvement Program, Business Wayfinding Program, MMS Design Team initiatives, parking management, and community policing.

CRA funding for this agreement is intended for administration, operating and programs, expended by the organization consistent with strategies of the Melbourne Downtown Redevelopment Plan. Special events are not funded with this grant. This contractual relationship in carrying out the redevelopment plan is provided for in F.S. 163.370 and is consistent with CRA Budget Policy #501.

On October 3, 2025, MMS presented the Annual Report to the Melbourne Downtown Redevelopment Advisory Committee and the committee unanimously recommended approval of the FY 2025-2026 Grant Funding Agreement.

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

<u>Moved by Hanley/Neuman for approval of the FY 2025-2026 Grant Funding Agreement between the Melbourne Downtown Community Redevelopment Agency and Melbourne Main Street, Inc.</u> <u>Motion carried unanimously.</u> Mr. LaRusso was not present for the vote.

Council will reconvene for the remaining items.

17. Public-Private Partnership (P3) Unsolicited Detailed Proposal for Eau Gallie Joint-Use Parking Garage and Hotel Project at 1551 Highland Avenue. (First Public Hearing)

(Mr. LaRusso returned to the chamber at 8:00 p.m.)

Mrs. Dittmer reported that MHH is proposing to construct a 160-room, full-service hotel on their adjacent 1.14-acre property (1463 Highland Ave). The proposed 89,000± square-foot hotel will be under a well-known hotel flag and will have a number of amenities including: a pool; meeting rooms; a 7,000-square-foot banquet hall; and a rooftop restaurant. The developer is proposing a public-private partnership consisting of a joint-use freestanding structured parking garage on the city's adjacent property (1551 Highland Ave). Under a P3

Comprehensive Agreement with the city, MHH would construct the proposed 542 ± space shared parking garage and deliver it to the city. The facility will contain approximately 300 public parking spaces, and approximately 242 private parking spaces to satisfy City Code parking requirements for the hotel development.

The developer has indicated that the conceptual hotel project is only economically feasible through the city's financial contribution of $10.5 million to construct the public parking portion of the parking facility, and utilizing a ten-year grant reimbursement on a portion of city real property taxes attributable to the new capital investment for the proposed hotel, which will be constructed on the adjacent private property.

The city’s review of the proposal consisted of engaging two consulting teams to assist in the evaluation of the unsolicited detailed proposal. DRMP, Inc. was hired to evaluate the proposed constructability and related costs of the joint-use parking garage and has affirmed the proposed cost of constructing 300 parking spaces within a structured parking garage to be approximately $10.5 million. Grow America was hired to evaluate the reasonableness of the developer’s request for financial incentives and has confirmed that there exists a need for incentives to make the project feasible and that the development would not be unduly enriched or subsidized through the city’s incentives.

On July 8, 2025, City Council reviewed draft terms of the proposal and MHH has finalized their Unsolicited Detail Proposal. Based upon the city staff review of the proposal, staff would recommend terms to be drafted into a P3 Comprehensive Agreement in accordance with Section 255.065, Florida Statues. These terms are in the agenda package.

At the July 8, 2025 City Council meeting, staff also requested authorization to meet with Brevard County staff to discuss and negotiate amendments to the Interlocal Agreement to accommodate the framework of the P3 agreement with MHH. Brevard County staff is currently reviewing the proposed amendments to the ILA as requested by city staff.

Vice Mayor Neuman asked about a timeline as it relates to approval by the Brevard County Commission. Attorney Conley stated that the city is still waiting on comments from the county, so no immediate timeframe is available. Continuing, Vice Mayor Neuman asked if the city is guaranteed the referenced spots for public parking. Mrs. Dittmer stated that the upper part of the garage is intended for hotel parking while the remainder is intended for public parking.

Ms. Hanley expressed concern with the close proximity to the civic center. Mrs. Dittmer noted that the city and the applicant are on the same page with regard to a loading zone that is acceptable to the city.

Vice Mayor Neuman opened the public hearing.

Lance Scida, representing the applicant, stated that his team has had multiple meetings with city staff and have gone through a lot of back and forth to ensure that both parties are happy with the details. He stated that the applicant is in agreement with the information presented to Council. He noted that the hotel will be a Marriott flag hotel and provided some conceptual details about the hotel, along with similar hotels that have been developed by this team throughout the State of Florida.

Discussion took place about the hotel's plans for a "convention" type of environment. Mr. Scida stated that the team is in a very conceptual stage right now; however, the initial concept has an approximately 7,000 square foot meeting space.

Moved by LaRusso/Neuman to move forward with the preparation of the P3 Comprehensive Agreement consistent with Section 255.065, Florida Statutes, with Melbourne Hospitality Holdings, LLC, with the changes to the terms and further negotiation as provided within the staff memorandum. Motion carried unanimously.

18. **Ordinance No. 2025-50:** (First Reading) An ordinance amending Sec. 42-19 of the City Code regarding large group feedings in City parks.

Attorney Conley read the ordinance by its title. Deputy City Attorney Richard Broome reported that pursuant to City Council direction at its September 24, 2025 meeting, the City Attorney's Office has prepared a proposed ordinance to make findings regarding large group feedings within the city, and to amend Sec. 42-19, City Code for the roster of community parks and available days and times for large group feedings. The intended purpose of this proposed ordinance is to distribute the activity of large group feedings equitably throughout the city, while continuing to provide ample and alternative opportunities for permit applications to engage in the activity.

Per the discussion on September 24, 2025, City Council requested a revision to Sec. 42-19 to create an alternating roster of available parks on weekend days. As illustrated in the proposed ordinance and staff memo within the agenda package, the City Attorney's Office and city staff are seeking guidance and direction from City Council on how to finalize the revised roster - specifically, whether to include Southwest Park or Eddie Lee Taylor Sr. Community Complex within the alternating weekend roster.

Attorney Conley added that this regulation has to be based on a content-neutral basis with restrictions narrowly tailored to important governmental interests. Mrs. Lamb added that staff does not have a preferred park to add to the list (between Southwest Park or Eddie Lee Taylor Sr. Community Complex).

Discussion took place regarding activities within the two parks mentioned, pavilion rentals that are available, and fees that are charged/waived in these circumstances.

Margo Pierce, 2506 Riverview Drive, stated that the city has 23 community parks, but this ordinance is only utilizing eight of those parks. She asked why the remaining parks were left out and expressed confusion regarding the rotation schedule listed in the ordinance.

Attorney Conley noted that staff’s methodology was to maintain the overall number of opportunities for applicants to exercise this type of activity within city parks. He explained how an applicant would select a location. He referenced the difference between a permit fee and the rental charge for activities held within parks.

Rena Elder Foley, 2704 Melwood Drive, expressed concerns with the rotation schedule and the times listed within the ordinance.

Mrs. Kennedy stated that following this discussion, she is leaning towards noting Southwest Park (as requested by staff). Council Members expressed consensus with that idea.

Moved by Smith/Kennedy for approval of Ordinance No. 2025-50 with the revision to include Southwest Park. Motion carried. Ms. Hanley voted nay.

19. Discussion regarding the 2007 Civic Center Study Phase I: Market Study (also referred to as the 2007 Melbourne Auditorium Study).

Deputy City Manager Joan Junkala-Brown reported that at the July 22, 2025 regular Council meeting, City Council provided staff direction to proceed with a feasibility study for the Melbourne Auditorium. At this time, staff is requesting additional direction on Council’s expectations related to the feasibility study. To that end, Ms. Junkala-Brown presented an overview of the previously commissioned "2007 Civic Center Study, Phase I: Market Study", also referred to as the 2007 Melbourne Auditorium Study.

Ms. Junkala-Brown noted that staff is seeking to understand whether Council would like an update to the 2007 study, a study that evaluates what type of facility today's market will support, a study related to expanding the programs and services currently being served by the existing auditorium, a study that seeks to re-purpose the site for a convention center and related amenities phased out over a period of time, or otherwise.

Vice Mayor Neuman stated that following the presentation, his initial thought is that Option B is the right way to go (commission financial estimates and construction costs and facility operations and potential funding sources based on the recommendations by SPG in the Phase I study). Mrs. Junkala-Brown stated that this would also be her recommendation. She added that in its current state, the auditorium is functionally obsolete and at capacity.

Following discussion, Council expressed consensus to move forward with Option B as presented by staff.

20. Discussion regarding creating the Melbourne Small & Developing Business program. (Requested by Council Member Marcus Smith)

Mr. Smith stated that the goal of this item is to support small businesses in Melbourne. He described his work history with the Small Business Development Center in Cocoa and stated that he worked closely with weVENTURE. He referenced various programs offered by weVENTURE, including mentorship, and stated that his idea is to create a “shark tank” style of program to receive grant funding to assist with starting or continuing their business models.

Kathryn Rudloff, Executive Director of weVENTURE, commended Mr. Smith for bringing this item forward and described how her program assists small businesses in the area. She provided statistics about small businesses and their growth in the area and how rising costs and labor shortages are impacting the businesses in the area. Ultimately, Mrs. Rudloff described a review process followed in Cocoa where the city leverages the services of weVENTURE to select businesses who make it through this review process and pays for the business to go through weVENTURE’s business mentoring program. Following the completion of that program and weVENTURE’s approval and vote of confidence, the funding becomes a forgivable loan.

Discussion continued about having the Melbourne Downtown CRA Advisory Committee review this potential program and provide feedback regarding whether this would be a beneficial program to establish in the City of Melbourne.

Following discussion, Council expressed consensus to have staff bring details about weVENTURE’s Ignite360 Business Mentoring Program to the Melbourne Downtown CRA Advisory Committee to see if this is a program that the City of Melbourne would benefit from participating in.

21. Discussion regarding the City's special activity permitting process. (Requested by Vice Mayor David Neuman)

Vice Mayor Neuman discussed the public comments received earlier in the meeting about the potential of increasing the frequency of special events allowed on private property (for example, from six events per year to 12 events per year). He further discussed some of the concerns he has about closing the roads in Downtown Melbourne and how event road closures, attendance, and other factors are having a negative impact on Downtown Melbourne businesses. Ultimately, Vice Mayor Neuman stated that he would like to see a process by which the main street (referencing New Haven Avenue) is only closed for “larger events.”

Additionally, Mr. LaRusso suggested a “tiered” approach where a large special activity permit closes down a road, a medium special activity permit closes down just an area around the business, and a small special activity permit only takes place on the business’ property. He stated that the economy has been horrible to small businesses and therefore, the city should offer “every nugget it can” to these businesses.

Mrs. Kennedy expressed interest in the tiered approach referenced by Mr. LaRusso; however, she asked for clarification on how frequently a business can close down a roadway.

City Clerk Kevin McKeown replied that the special activity code sets a limit on the frequency and duration of events held on private property. Therefore, there is no current limit on the number of events that can occur on the street (city property). Mr. McKeown referenced the former Friday Fest in Downtown Melbourne, which occurred every month (12 times per year). This event was permitted this level of frequency because the frequency limit only relates to events held on private property.

Ms. Hanley asked if anyone on Council has a feel for how businesses in Downtown Melbourne are reacting to these special events. Vice Mayor Neuman replied that to his knowledge, the road closures are having a negative impact, especially when the attendance at an event is low and foot traffic is not coming into the event area. Ms. Hanley then asked when roads are typically closed for events.

Mr. McKeown replied that the applicant starts by placing their preferred closure time on the application, recognizing that there is a need for different levels of set up for different events. From there, staff analyzes whether the requested time is a good idea. For example, generally, city staff will recommend closing the roadway very early in the morning or very late into the night to have as minimal impact as possible. He noted that closure of the roadway also comes with dealing with vehicles parked in public parking spaces, so often the event area is closed with that in mind. However, staff takes precaution to ensure that the needs of the applicant with regard to set up are balanced with the needs/impact to the businesses downtown.

Vice Mayor Neuman stated that Melbourne Main Street has a survey that is being completed on this topic with the results not completely finalized. He asked that this discussion be brought back at a future meeting once those results are finalized. However, regarding Mr. LaRusso’s idea on a tiered approach to permitting, he asked for Council direction.

Attorney Conley noted that what he is taking away from the discussion about the frequency and duration of events is that staff can review code language regarding the definition of a business promotion and the potential of having different levels of business promotions.

Following discussion, Council directed staff to research the intensities of special events and “tiering” the frequency upon which those types of events can occur on private property and to have a discussion at a future meeting to assess the results of Melbourne Main Street’s survey of businesses relating to the impact that permitted events/street closures are having downtown.

22. Discussion regarding a code of conduct for volunteer advisory board members. (Requested by Vice Mayor David Neuman)

    Vice Mayor Neuman requested to postpone this item to either the November 25 or December 9 meeting.

23. Discussion regarding a revision to Council Policy #36 — Travel and Per Diem. (Requested by Council Member Marcus Smith)

    Mr. Smith requested to postpone this item to either the November 25 or December 9 meeting.

24. Consideration of proposals for disposition of 0.08 acres of City property abutting 1015 W.H. Jackson Street.

    Mr. Ennis reported that as part of the City Manager’s report to City Council on August 12, 2025, staff received consensus from City Council to proceed with disposal of the city-owned parcel. The Notice of Public Hearing for the city-owned parcel was advertised on August 24, 2025, with a 30-day submittal deadline of September 22, 2025. Additionally, the Notice of Public Hearing established that the disposition of the property would be brought back before City Council for a public hearing at the Regular Council Meeting scheduled for October 28, 2025.

    Staff received one proposal with an offer of $1,000 for the city-owned parcel. However, the city has expressed additional interest in the privately-owned parcel located at 1015 W.H. Jackson Street, which needs to be addressed prior to the disposition of the city-owned parcel. Specifically, staff is proposing to negotiate with the property owner of 1015 W.H. Jackson Street for a drainage easement to preserve the existing historical drainage along the southern boundary of the privately-owned parcel as well as modifying or reserving easements within the privately-owned parcel to accommodate the existing public sidewalk along W.H. Jackson Street.

    A task order to the city’s survey consultant was issued on October 15, 2025, to perform a topographic survey to locate all drainage and sidewalk features within both the city-owned parcel and the privately-owned property located at 1015 W.H. Jackson Street, along with providing any legal descriptions necessary to accommodate city drainage and public sidewalk infrastructure. The final survey and legal descriptions are anticipated to be complete by November 21, 2025.

(Mr. LaRusso stepped out the chamber at 10:39 p.m.)

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

<u>Moved by Kennedy/Bassett for approval of postponing Council consideration of the proposal for disposition of 1015 WH Jackson to the December 9, 2025 regular City Council meeting at 6:30 p.m. in the Council Chamber and for city staff to continue negotiations with the interested party.</u> <u>Motion carried unanimously.</u> Mr. LaRusso was not present for the vote.

25. Appointment of three members to the Citizens' Advisory Board.

<u>Moved by Kennedy/Bassett to reappoint Dale Haynes and Rhodie Humbert as regular members and Tyrone Bryan as an alternate member.</u> <u>Motion carried unanimously.</u> Mr. LaRusso was not present for the vote. (Term of Haynes, Humbert and Bryan: November 12, 2025 through November 11, 2028 – three-year terms.)

Added to the agenda:

26. Discussion regarding the implementation schedule of Water and Sewer Impact Fees.

Financial Services Director Ross McGinn reported that at the December 10, 2024 City Council Meeting, Council authorized the use of Raftelis Financial Consultants, Inc. to perform a Water and Wastewater Rate and Impact Fee Study. While a prior Water and Wastewater Rate Study was performed in 2023, it did not include a review of water and sewer impact fees, which have not been reviewed and updated since Ordinance No. 2012-19 established the current fee structure in May 2012.

(Mr. LaRusso returned to the chamber at 10:42 p.m.)

Impact fees are used to defray the cost of increased demand on water and wastewater systems, shifting the burden of ensuring adequate capacity from existing ratepayers to new development. As governed by Sec. 58-131 and 58-242 of City Code, fees are assessed per equivalent residential connection (ERC), which is currently $1,540.00 for water and $2,210.00 for wastewater.

The City of Melbourne's ability to assess water and wastewater impact fees for new development is limited by the Florida Impact Fee Act (F.S. 163.31801), which has been updated a number of times since its introduction in 2006. Under existing law, any impact fee increase may not exceed 50 percent of current impact fee rates, implemented over a four-year phase-in period in equal installments, absent a demonstrated-need study to justify increases and expressly demonstrates the “extraordinary circumstances” necessitating the need to exceed the phase-in limitations.

Raftelis Financial Consultants have provided a draft report of proposed impact fee increases in which the increase exceeds the 50 percent limit allowable under current law. City staff reviewed the applicability of F.S. 163.31801 and recent legislation during the 2025 Legislative Session and noted that HB 579 significantly altered the city’s ability to implement the proposed increase due to new requirements that go into effect January 1, 2026.

Specifically, HB 579 amended the implementation of impact fee increases using the “extraordinary circumstances” provision of the law, requiring a unanimous vote of the governing body (up from a two-thirds majority), requiring a phase-in period of in at least two but not more than four equal installments (up from an immediate increase to the proposed fee), and most importantly, eliminating the ability of a local government to exceed the phase-in limitations if a local government has not increased impact fees in the past five years.

With the City of Melbourne’s most recent increase in impact fee rates in 2012, as the language in HB 579 becomes effective January 1, 2026, the city would effectively be limited to increasing water and wastewater impact fees to 50 percent over a four-year period in equal installments

Moved by Hanley/Smith to allow city staff to work with Raftelis Financial Consultants in preparing a demonstrated-needs study to justify “extraordinary circumstances” for Council’s consideration, using the schedule as noted in Option 1.

Vice Mayor Neuman asked how the city compares to neighboring communities. Mr. McGinn replied that the city is on the higher end of the spectrum; however, other communities are in the same position.

The question was called. Motion carried unanimously.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Ms. Bassett discussed her concerns with the allegations made during public comments and asked about the city’s plan to “get ahead” of the matter. Attorney Conley replied that to a certain extent, some of the allegations are the Mayor’s to handle individually. He stated that while the city may have some role in regards to the agreement with Habitat for Humanity, Attorney Conley stated that he did not want to jump to any conclusions.

Ms. Bassett also recognized National First Responders Day.

Ms. Hanley discussed the push by state legislators to get rid of property taxes and asked for Council's permission to attend next month's National League of Cities event in Utah. Council did not grant permission to Ms. Hanley.

E. ADJOURNMENT

The meeting adjourned at 10:59 p.m.

/s/ Kevin McKeown, City Clerk – November 5, 2025

Approved by Council:

City of Melbourne The Harbor City

Memorandum

To: Mayor and Council

From: Jenni Lamb, City Manager

Date: November 6, 2025

Subject: City Manager's Report – Meeting of October 28, 2025

Updates:

During preparation of proposed City Code amendments related to parking management and preparing a scope for a third-party contract, staff has determined that due to the requirements of F.S. 316.640 we cannot proceed with the anticipated third-party contract to enforce time violations within the city right-of-way for on-street parking in downtown Melbourne. Florida Statute limits the ability of the issuance of "parking tickets" or “parking citations” to only individuals employed by the municipality. Based on this understanding of the limitations, the only way to proceed forward with enforcing 3-hour time limitations for on-street parking in the downtown Melbourne area, would be through a City staffed program. Staff will research the operating costs for such a program and return to City Council with a discussion item to review the feasibility of an in-house parking enforcement program.

Retirements:

Kelly Hunt, Communications Officer II, on November 2, 2025, after 18 years of service.

Robert Coger, Maintenance Repair Tech, on November 14, 2025, after 25 years of service.

Upcoming Events:

The Police Community Relations Council meeting will be held on Thursday, November 13th, at 7:00 p.m. at Carver Park Community Center.

Melbourne City Council
November 13, 2025
City Manager's Item Report

Department:	City Attorney's Office
Presenter:	Adam Conley, Richard Broome
Council District:	N/A
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	B.8.

Subject:
Proposed Ordinance Amending Sec. 42-19 for Large Group Feedings in City Parks

Background/Consideration:
Pursuant to City Council direction at the September 24, 2025 City Council meeting, the City Attorney's Office has prepared a proposed ordinance to make findings regarding large group feedings within the City, and to amend Sec. 42-19, City Code for the roster of community parks and available days and times for large group feedings. The intended purpose of this proposed ordinance is to distribute the activity of large group feedings equitably throughout the City, while continuing to provide ample and alternative opportunities for permit applications to engage in the activity.

Per the discussion on September 24, 2025, City Council requested a revision to Sec. 42-19 to create an alternating roster of available parks on weekend days. Per Council's direction at the October 28, 2025 regular council meeting, the proposed ordinance has been revised to include Southwest Park on the Group B weekend park roster. Additionally, a typographical error in Section 2(c) was corrected to refer to the date of adoption in Section 4 rather than the effective date in Section 3.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Ordinance No. 2025-50.

MEMORANDUM

TO: Mayor and City Council

THRU: Adam Conley, City Attorney

FROM: Richard Broome, Deputy City Attorney

SUBJECT: Proposed Code Modification to Melbourne's Ordinance Regulating the Schedule and Location of Large Group Feeding Events in City Parks

DATE: October 28, 2025

In 2014 the City of Melbourne City Council adopted Ordinance No. 2014-69, regulating large group feedings to address concerns associated with large group feeding events in the City's parks, including but not limited to, the accumulation of trash, safety concerns, aesthetics, and ensuring the availability of park use for the public. Ordinance No. 2014-69 created Section 42-19 of the Melbourne City Code, "Parks for large group feedings; designation of days and hours", which established regulations designating seven different City owned or controlled parks ("City parks") where large group feeding events may occur, and specifies the specific days and times during which these events may be held in those parks.

At its September 24, 2025 meeting, City Council discussed the availability and utilization of City parks to determine whether a change in the schedule or location of large group feeding events should be considered. The City Council discussed the desire to preserve the overall number of opportunities available for large group feeding events in City parks, while addressing the burdens that these events may have on neighboring communities, especially when these large events may be conducted in the same parks each and every weekend.

In an effort to spread the burden of these large events throughout a greater area within the City, while ensuring ample opportunities for the exercise of the expressive conduct being regulated and the opportunity for other use of the parks by the public, the City Council directed the City Attorney's Office to draft a proposed amendment to Section 42-19 of the City Code whereby the number of City parks available for large group feeding events on weekends would be increased by adding Brothers Park, Sherwood Park and either Southwest or Eddie Lee Taylor Sr. Park; and the City parks would be available on weekends on a rotating basis.

The proposed ordinance amends Section 42-19, City Code, by identifying the City parks that may be utilized for large group feeding events on weekends (Saturday and Sunday), on a rotating basis, as Group A and Group B. Group A includes Jimmy Moore Park, Riverview Park, and newly proposed Brothers Park. Group B includes Wells Park, and newly proposed Sherwood Park and either Southwest Park or Eddie Lee Taylor Sr.

Park. The City Attorney's Office respectfully requests direction on which park of Southwest or Eddie Lee Taylor Sr. to include in this ordinance for second reading. For any month with a fifth day that falls on a Saturday or Sunday, the Parks director and staff shall alternate between Groups A and B for availability.

RECOMMENDATION: Council direction on finalizing the proposed Sec. 42-19 and approval of the ordinance.

ORDINANCE NO. 2025-50

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO LARGE GROUP FEEDINGS IN CITY PARKS; MAKING FINDINGS; AMENDING CHAPTER 42 OF THE CITY CODE, ENTITLED “PARKS AND RECREATION”; AMENDING SECTION 42-19, PARKS FOR LARGE GROUP FEEDINGS; DESIGNATION OF DAYS AND HOURS; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, in 2014 the City of Melbourne City Council adopted Ordinance No. 2014-69, regulating large group feedings to address concerns associated with large group feeding events in the City’s parks, including but not limited to, the accumulation of trash, safety concerns, aesthetics, and ensuring the availability of park use for the public; and

WHEREAS, in preparing Ordinance No. 2014-69, the City was guided by the opinion of the United States Court of Appeals for the Eleventh Circuit in the case of First Vagabonds Church of God v. City of Orlando, 638 F. 3d 756 (11th Cir. 2011), in which the federal court upheld a City ordinance that limited large group feedings to certain specified public parks within the city finding that the City had a substantial interest in managing park property and spreading the burden of group feedings throughout a greater area and that those interests were unrelated to the suppression of speech; and

WHEREAS, Ordinance No. 2014-69 created section 42-19 of the City Code, which established regulations designating seven different City owned or controlled parks (“City parks”) where large group feeding events may occur, and the specific days and times during which these events may be held in those specified parks, without regulating the content of speech at such events; and

WHEREAS, Section 42-19 currently designates three specific City parks that may be utilized for large group feeding events every Saturday and Sunday throughout the year on each and every weekend; and

WHEREAS, due to a steady and significant increase in residential and other growth, the City is experiencing a corresponding increase in demand and competition for park space and usage by citizens, and the City seeks to encourage and facilitate the use of City parks by City residents in a safe, sanitary, and aesthetically pleasing atmosphere; and

WHEREAS, during a public meeting held on September 24, 2025, the City Council received input from the public and city staff regarding the size, location, amenities, availability and utilization of City-owned parks to determine whether a change in the schedule or location of large group feeding events was warranted; and

WHEREAS, testimony before City Council has demonstrated that having large group feeding events at the same parks every weekend does limit the availability of those parks to the rest of the public, and the burdens that may be associated with such large events are imposed upon the same neighboring communities every weekend; and

WHEREAS, the City is committed to providing reasonable and ample alternative land space within City parks for large group feeding events; however, the use of the same parks for these events each and every weekend restricts the use of those park or facilities by other members of the public, which the placement of reasonable time, place, and manner restrictions for such events would resolve; and

WHEREAS, the City Council finds that expanding the number of City parks available for large group feeding events on the weekends, and making those parks available on a rotating basis, does achieve the significant governmental interest and purpose of spreading the burden of these events throughout a greater area and making the parks available for use by the public, while leaving open ample alternative ways for the exercise of the expressive conduct that is being regulated; and

WHEREAS, City Council finds that the amendments to the scheduling of large group feeding events preserves the overall number of opportunities available for these events in the various City parks designated throughout the City; and

WHEREAS, City Council finds that amending Section 42-19 of the Code to revise and amplify the rules governing the use of City-owned parks for large group feeding events promotes the public health, safety and welfare of its citizens; and

WHEREAS, in light of the facts presented and the relevant case law, the City finds it necessary and in the best interest of the health, safety and welfare of its citizens to enact this ordinance.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 42-19 of the City Code of Melbourne, Florida is hereby amended to read as follows:

Sec. 42-19. Parks for large group feedings; designation of days and hours.

(a) Large group feedings shall only occur in the following municipal parks during the hours specified:

~~(1)~~	~~Southwest Park~~	~~Monday through Friday from 10:00 a.m. until 2:00 p.m.~~
~~(2)~~	~~Lipscomb Park~~	~~Monday through Friday from 10:00 a.m. until 2:00 p.m.~~
~~(3)~~	~~Crane Park~~	~~Monday through Friday from 10:00 a.m. until 2:00 p.m.~~

~~(4)~~	~~Carver Park~~	~~Monday through Friday from 10:00 a.m. until 2:00 p.m.~~
~~(5)~~	~~Riverview Park~~	~~Saturday and Sunday from 10:00 a.m. until 2:00 p.m. and from 4:00 p.m. until 5:00 p.m.~~
~~(6)~~	~~Wells Park~~	~~Monday through Sunday from 10:00 a.m. until 2:00 p.m.~~
~~(7)~~	~~Jimmy Moore Park~~	~~Saturday and Sunday from 10:00 a.m. until 2:00 p.m. and from 4:00 p.m. until 5:00 p.m.~~

Monday through Friday

Southwest Park	10:00 a.m. – 2:00 p.m.
Eddie Lee Taylor Sr. Park	10:00 a.m. – 2:00 p.m.
Crane Park	10:00 a.m. – 2:00 p.m.
Carver Park	10:00 a.m. – 2:00 p.m.
Wells Park	10:00 a.m. – 2: 00 p.m.

Weekend Rotation

Group A: SATURDAY AND SUNDAY (First and Third Weeks)*

Brothers Park	10: 00 a.m. – 2:00 p.m.; 4:00 p.m. – 5:00 p.m.
Jimmy Moore Park	10:00 a.m. – 2:00 p.m.; 4:00 p.m. – 5:00 p.m.
Riverview Park	10:00 a.m. – 2:00 p.m.; 4:00 p.m. – 5:00 p.m.

Group B: SATURDAY AND SUNDAY (Second and Fourth Weeks)*

Sherwood Park	10:00 a.m. – 2:00 p.m.; 4:00 p.m. – 5:00 p.m.
Wells Park	10:00 a.m. – 2:00 p.m.; 4:00 p.m. – 5:00 p.m.
Southwest Park	10:00 a.m. – 2:00 p.m.; 4:00 p.m. – 5:00 p.m.

*For any month with a fifth day that falls on a Saturday or Sunday, the director and staff shall alternate between Group A and Group B for availability.

(b) No large group feedings may occur in neighborhood parks.

* * * *

SECTION 2. Severability/Interpretation Clause.

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

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

(c) That in interpreting the provisions of this ordinance, the updated provisions of Section 42-19, City Code shall not impact large group feeding permits approved by the City as of the date of adoption set forth in Section 4 of this ordinance.

SECTION 3. That this ordinance shall become effective on January 1, 2026 as authorized by Section 2.11 of the City Charter of the City of Melbourne.

SECTION 4. That this ordinance was passed on the first reading at a regular meeting of the City Council on the 28th day of October, 2025 and adopted on second/final reading at a regular meeting of the City Council on the day of , 2025.

BY: ________________________________
Paul Alfrey, Mayor

ATTEST: ________________________________
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-50

Business Impact Estimate

To: Mayor and City Council

Thru: Adam Conley, City Attorney

From: Richard Broome, Deputy City Attorney

Date: October 14, 2025

Re: Proposed Ordinance Modifying Code Regulations to the Scheduling and Location of Large Group Feeding Events in City Parks

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Summary of the Proposed Ordinance

Pursuant to City Council's prior direction in furtherance of the public health, safety, morals and welfare of the City, this proposed ordinance increases the number of City parks available for large group feeding events on weekends, while making those City parks available on weekends on a rotating basis.

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

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

There are no direct compliance costs that businesses may reasonably incur if the ordinance is enacted. There are no new charges or fees on businesses subject to the proposed ordinance. There are no new regulatory costs leading to new charges or fees imposed on businesses due to the proposed ordinance. There are no estimated negative direct economic impacts on private for-profit businesses from the proposed ordinance.

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

None negatively impacted.

Melbourne City Council
November 13, 2025
City Manager's Item Report

Department:	Engineering/Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	4
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.9.

Subject:
Construction contract award to Don Luchetti Construction, Inc. of Melbourne, FL for the D.B. Lee Ditch Stabilization and Piping Project No. 33522.

Background/Consideration:
The drainage ditch that extends through the D.B. Lee Water Reclamation Facility site has eroded over time and is encroaching on existing treatment structures and is in proximity to the new Biosolids Improvements. The Biosolids Improvements project for D.B. Lee and Grant Street Water Reclamation Facilities was awarded to L7 Construction (L7). Since L7 was already onsite when the plans for the ditch stabilization piping were completed, staff requested a quote from L7. However, the quote was much higher ($2,114,400) than the design estimate for the work; therefore, staff requested quotes from three (3) other contractors: Don Lucetti Construction, Inc., Cathcart Construction Company, and Quality Enterprises USA.

On October 14, 2025, City Council approved a waiver of formal bidding requirements for this project. The lowest responsive and responsible bidder is Don Luchetti Construction, Inc., Melbourne, FL for the amount of $1,482,338.

The scope of work includes installing approximately 785 linear feet (LF) of 66-inch reinforced concrete pipe (RCP), installing 184 LF of 24” RCP, two inlets, 6” rubble rip rap, including 1,000 cubic yards of excavation, dewatering and temporary bypass pumping, removal and reconstruction of 250 LF asphalt roadway and restoration. The quote also includes bonds and insurance, maintenance of traffic, geotechnical, survey and record drawings. The contractor will have 240 days from the Notice to Proceed to complete the work.

Fiscal/Budget Impact:
Project No. 33522 is not adequately funded. A budget transfer in the amount of $1,630,000 from Project No. 30099 (Water and Sewer Project unappropriated Budget Savings) is necessary to appropriate funds for the project.

Requested Action:
a. Authorize the reactivation of Project No. 33522 and a budget transfer in the amount of $1,630,000 from Project No. 30099.
b. Approval of the contract award to Don Luchetti Construction, Inc., Melbourne, FL for the D.B. Lee Stabilization and Piping Project, Project No. 33522, in the amount of $1,482,338.

City of Melbourne The Harbor City

Memorandum

To: Jenni Lamb, City Manager

Thru: James Ennis, City Engineer

From: Jennifer Spagnoli, Public Works & Utilities Director

Date: October 15, 2025

Re: Award Recommendation for the D.B. Lee Ditch Stabilization and Piping, Project No. 33522

Background

A wide ditch that extends through the D.B. Lee Water Reclamation Facility site has eroded over time. The ditch is encroaching treatment structures and the location of improvements included in the Biosolids project. The design and permitting for piping a portion of the ditch was recently completed by Infrastructure Solution Services (ISS), the engineer that also designed the Biosolids Improvements Project. The Biosolids Improvements project for D.B. Lee and Grant Street WRFs was awarded by Council to L7 Construction (L7) with a notice to proceed issued in September 2024. The original plan was to have L7 complete the ditch piping while already mobilized at the site to save money and only have one contractor at the site working. However, the quote from L7 was higher than the estimate so staff requested quotes from three other contractors: Quality Enterprises (QE), Cathcart Construction Company, and Don Luchetti Construction.

The work can only be completed during the dry season. Council approved a waiver of formal bidding requirements for this project at the October 14, 2025, meeting. The quotes are provided below:

Don Luchetti Construction -	$1,482,338.00
Cathcart Construction Company -	$1,562,880.00
Quality Enterprises USA, Inc.-	$1,830,000.00
L7 Construction, Inc. -	$2,114,400.00

The lowest quote was from Don Luchetti Construction, Inc. in the amount of $1,482,338.00. ISS, the engineer of record, performed a thorough review of the lowest bidder's references and recommends awarding the contract to Don Luchetti Construction, Inc., of Melbourne, Florida.

Scope of Work

The scope of work includes installing approximately 785 linear feet (LF) of 66" reinforced concrete pipe (RCP), installing 184 LF of 24" RCP, 2 inlets, 6" rubble rip rap, including 1,000 cubic yards of excavation, dewatering and temporary bypass pumping, and removal and reconstruction of 250 LF asphalt roadway and restoration. The quote also includes bonds and insurance, maintenance of traffic, geotechnical, survey and record drawings.

Guarantees
The contractor must provide a performance bond as a condition of contract approval. The performance bond guarantees that the project will be completed according to the specifications and in a timely manner. When the project is completed, the contractor must provide a maintenance bond to cover the project for two (2) years against defects in workmanship and materials.

Time for Completion
Following Council's approval, the contractor will be sent a Notice of Award and several copies of the contract. The contractor will have 15 days to provide the performance bond, insurance certificates, and signed contract. Upon receipt and review of the contract documents, Engineering staff will schedule a preconstruction conference. The contractor and other parties affected by the proposed construction will be invited to the meeting. The Notice to Proceed establishes the date on which the construction time commences. The contractor will have 240 days from that date to complete this project.

Penalties
The contractor will be subject to liquidated damages of $500.00 per day if the work is not completed within the contract period.

Funding Aspects
Project No. 33522 is not adequately funded. A budget transfer in the amount of $1,630,000 from Project No. 30099 (Water and Sewer Project Unappropriated Budget Savings) is necessary to appropriate funds for this project.

Recommendations
Authorize reactivation of Project No. 33522 and a budget transfer in the amount of $1,630,000.00 from Project No. 30099.

Award a construction contract to Don Luchetti Construction, Inc. of Melbourne, Florida in the amount of $1,482,338.00 for the D.B. Lee Stabilization and Piping Project (City Project No. 33522).

Copy: Joseph Lapan, WRF Superintendent
Marla Keehn, Management and Budget Officer
Kacie Black, Engineering Contracts Manager
Christie Winn, Utility Engineer

CITY OF MELBOURNE
FLORIDA

CONTRACT DOCUMENTS

AND CONSTRUCTION SPECIFICATIONS FOR

D.B. Lee Stabilization and Piping

CITY PROJECT NO. 33522

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

TABLE OF CONTENTS

DIVISION "H" - SPECIAL CONDITIONS

DIVISION “A”

INVITATION TO BID

DIVISION "A"

INVITATION TO BID

Not Applicable. On October 14, 2025, City Council approved the request to waive formal bidding requirements.

DIVISION “B”

INSTRUCTIONS TO BIDDERS

DIVISION "B"
INSTRUCTIONS TO BIDDERS

Not Applicable. On October 14, 2025, City Council approved the request to waive formal bidding requirements.

DIVISION "C"

BID FORM

This is a bid of:

____

____

____

Ph: Fax:

(Contractor/Address/Phone No./Fax No.)

DIVISION "C"

BID FORM

Not Applicable. On October 14, 2025, City Council approved the request to waive formal bidding requirements

DON Luchetti CONSTRUCTION, INC.
Industrial • Commercial

565 Distribution Drive, Melbourne Florida 32904 **Tel 321-951-2947 Fax 321-951-9114**

PROPOSAL

Date: April 10, 2025

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

Attn: Tom Baker/Jennifer Spagnoli

Reference: DB Lee Ditch Piping, Melbourne Florida

DLC., Inc. hereby propose to furnish the necessary labor, equipment, and materials to complete the following:

Work Description: Per Infrastructure Solution Services,Sheet G-001 thru C-502,Rev #1 Dated 6/2024

Item No	Description	Qty	Unit	Unit Cost	Total
1	Mobilization/Demobilization	1	LS	$ 64,485.00	$ 64,485.00
2	Permits, Insurance, Bonds	1	LS	$ 18,200.00	$ 18,200.00
3	Maintenance of Traffic	1	LS	$ 22,400.00	$ 22,400.00
4	Erosion and Sedimentation Control	1	LS	$ 14,600.00	$ 14,600.00
5	GeoTech Testing (Allowance)	1	EA	$ 7,500.00	$ 7,500.00
6	Survey and Record Drawings	1	LS	$ 18,920.00	$ 18,920.00
7	Dewatering During Construction (Diesel)	1	LS	$ 41,000.00	$ 41,000.00
8	Temporary Bypass Pumping of Stormwater System (Diesel)	1	LS	$ 32,000.00	$ 32,000.00
9	Removal and Salvage of Existing Guardrails	940	LF	$ 7.00	$ 6,580.00
10	Miscellaneous Clearing and Grubbing	1	LS	$ 54,630.00	$ 54,630.00
11	Open-Cut on Existing Asphalt Pavement	248	SY	$ 36.00	$ 8,928.00
12	Demolition/Removal of Existing Stormwater Pipes/Inlets	1	LS	$ 24,280.00	$ 24,280.00
13	Excavation for Ditch	1,000	CY	$ 28.00	$ 28,000.00
14	Furnish & Installation of 6" Rubble Rip Rap	260	SY	$ 308.00	$ 80,080.00
15	Furnish & Installation of 66-Inch RCP	785	LF	$ 800.00	$ 628,000.00
16	Furnish & Installation of FDOT Type D Inlet	2	EA	$ 26,200.00	$ 52,400.00
17	Furnish & Install Type C Inlet	1	EA	$ 10,000.00	$ 10,000.00

Item No	Description	Qty	Unit	Unit Cost	Total
18	Furnish & Install Bedding Stone (#57/6" Thick)	190	CY	$ 90.00	$ 17,100.00
19	Furnish & Install Fill	10,500	CY	$ 23.00	$ 241,500.00
20	Furnish & Install 24-Inch RCP	184	LF	$ 180.00	$ 33,120.00
21	Final Grading	7,550	SY	$ 3.00	$ 22,650.00
22	Furnish & Install Sodding	7,550	SY	$ 4.30	$ 32,465.00
23	Asphalt Roadway Reconstruction	250	SY	$ 94.00	$ 23,500.00
	Total Base Bid Amount..				**$ 1,482,338.00**
24	Contingency (10%)	1	LS	$ 145,488.60	$ 148,233.80
*****Total Amount of Bid Plus Contingency...**					**$ 1,630,571.80**

Clarifications:

Note: *Diesel Pump System will be utilized for Dewatering/By-Pass Pump Operations.*

Note: *All Suction/Discharge pipes for dewatering/by-pass operations will be SDR35/PVC Standard Equipment*

Note: *Permits NOT included except NPDES NOI/Dewatering Permit Only.*

Note: *All work is based on normal working operating hours Monday through Friday. No Nighttime Work or Weekend*

Note: *If any additonal conflict occur during installation of piping that are not shown or noted on plans, an additional cost will occur*

Specific Exclusions:

Note: *Electric Pumps are NOT included.*

Note: *HDPE DR17 is NOT included*

Note: *Irrigation, Tree Protection, Curb, Sidewalk, Landscaping, Permits, Camera Inspection, and fencing NOT Included.*

Respectfully submitted,

Don Luchetti

Don Luchetti Construction, Inc.

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, Don Luchetti Construction, Inc., 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 $ 1,482,338.

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 **two hundred forty** (**240**) consecutive calendar days from said date. The Contractor must reach Final Completion within thirty-five (35) 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____________________________
________________________ Printed Name	Address____________________________
________________________ Signature	________________________________
________________________ Printed Name	By:__________________________(Seal)
________________________ Signature	________________________________ Title

CITY OF MELBOURNE, FLORIDA

____
City Manager

ATTEST:

___________________________________(Seal)
City Clerk

COMBINATION
PERFORMANCE AND PAYMENT BOND
D.B. Lee Stabilization and Piping Project- Project No. 33522

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
________________________________	___________________________(SEAL) [Signature]
________________________________	________________________________ [Printed Name/Title]
WITNESS:	(SURETY)
________________________________	___________________________(SEAL) [Signature]
________________________________	________________________________ [Printed Name/Title]

COUNTERSIGNED________________________________

____
Title

END OF SECTION

DIVISION "E"

GENERAL CONDITIONS

TABLE OF CONTENTS

GENERAL CONDITIONS

1.0 DEFINITIONS

Wherever used in any of the Contract Documents, the meaning shall be given to the terms herein defined:

1.1 "City" or "Owner" mean the City of Melbourne, a Florida municipality which is a party hereto and for which this Contract is to be performed. In all respects hereunder, the City's performance is pursuant to the City's position as the owner of a construction project. In the event the City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to the City's regulatory authority of the governmental body and shall not be attributable in any manner to the City as a party to this Contract.

1.2 "Contract Documents" means the agreement executed by the City and the Contractor, of which these General Conditions form a part, setting forth bidding information, requirements, and contractual obligations for the Project and the Work, and include but are not limited to Construction Agreement executed by the Contractor and the City, General Conditions, Special Conditions, Technical Specifications, Federal and State Specifications (if applicable), and invitation to bid, addenda, and other specifications, plans, drawings, exhibits, bid forms, bonds, certificates, notices of award, notices to proceed, project forms, change orders and any additional documents the submission of which is required by this Project or the Work. In the event of any 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, with supporting addenda; and (7) Contractor's bid but only to the extent responsive to City's invitation to bid.

1.3 "Consultant" means the engineer or architect who has contracted with the City to provide the design and the construction contract administrative services, and who is the engineer or architect of record. If no such engineer or architect has been contracted by the City to provide such services, then the "Consultant" as used herein shall be deemed to mean the City Engineer.

1.4 "Contractor" means the person, firm, corporation, or other entity with whom the City has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under control of Contractor shall be deemed to be a reference to Contractor.

1.5 "Engineer" means the City Engineer and where the term "City" is used in connection with the interpretation of the Contract Documents, or in connection with the enforcement of the specifications of same, the Engineer, as the City's representative shall have authority to act.

1.6 "Final Completion" means the date upon which all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the City; any other documents required to be provided have been received by the City; and the Work has been fully completed in accordance with the Contract Documents.

1.7 "Project" means the construction project described in the Contract Documents, including the Work described therein.

1.8 "Subcontractor" means a person, firm or a corporation supplying services and materials, labor and materials, or only services or labor to the Contractor for work in connection with the project.

1.9 "Substantial Completion" means the date when the work, as certified in writing by the Consultant, and determined by the City in its sole discretion, has been developed, designed, engineered and constructed in accordance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Project is ready for occupancy, utilization and continuous commercial operation for the uses and purposes intended by the City, without material interference from incomplete or improperly completed work and with only minor punch list items remaining to be completed, all as reasonably determined by the City and evidenced by (1) the issuance of a Certificate of Occupancy or Certificate of Completion by the authority having jurisdiction; (2) the issuance of a Certificate of Substantial Completion by the Consultant; and (3) acceptance of such Certificate of Substantial Completion by the City pursuant to the Contract Documents.

1.10 "Work" means all construction and services required by or reasonably inferable from the Contract Documents for the completion of the Project, including the provision of all labor, materials, equipment, supplies, tools, machinery, utilities, procurement, fabrication, transportation, construction, erection, demolition, installation, insurance, bonds, permits and conditions thereof, building code changes and governmental approvals, testing and inspection services, quality assurance and/or quality control inspections and related certifications, training, surveys, studies, supervision, and administration services to be provided by the Contractor, and other items, work and services that are necessary or appropriate for the total construction, installation, furnishing, equipping, and functioning of the completed Project, together with all additional, collateral and incidental items, work and services required to achieve Final Completion in accordance with the Contract Documents.

2.0 CONSULTANT AS INTERPRETER

It is agreed by the parties hereto that the Consultant shall decide all questions which may arise relative to the interpretation of the Plans and Technical Specifications. Consultant shall decide all questions pertaining to the character, quality, amount and value of any work done, and of the materials furnished under or by reason of this Contract except to the extent reserved to the City Engineer in the Contract Documents. The Consultant's estimates and decisions upon all such claims and questions shall be final and conclusive upon the parties thereto. The rights of the Contractor and the City under the specifications of subsequent sections of these general conditions are not, however, prejudiced by this agreement.

3.0 NOTICE AND SERVICE THEREOF

3.1 All notices, demands, requests, instructions, approvals and claims shall be in writing.

3.2 Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor as specified at the address provided in the Bid (or at such other office as the Contractor may from time to time designate to the City in writing), or if deposited in the United States mail in a sealed, postage paid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

3.3 All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the address of the City as specified in Instructions to Bidders and any notice to or demand upon the City shall be sufficiently given if delivered to said office or if deposited in the United States mail in a sealed, postage paid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case properly addressed to said City or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.

3.4 Any such notice or demand to the Contractor or to the City shall be deemed to have been given or made as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course or, in case of delivery service, at the time of actual receipt, as the case may be.

4.0 CONTRACT SECURITY

4.1 The Contractor shall furnish a performance and payment bond on the form included in the Invitation to Bid (Division "D"), in an amount equal to not less than one hundred percent (100%) of the contract price as security for the faithful performance of this Contract and for the payment of all persons furnishing services and/or labor and/or materials for the project in connection with this Contract, and shall indemnify and save harmless the City from all costs, expenses and damages from all suits, actions or claims of any character, name and description brought for, or on account of, or arising out of, any act or omission, neglect or misconduct of the said Contractor in the performance or execution of this Contract. Such bond shall be held until any and all of such suits, actions, or claims have been settled and suitable evidence to that effect has been furnished to the City. The surety on such bond shall be a duly authorized surety company satisfactory to the City. The Owner shall not be required to accept the bond from any surety which has, in the Owner's opinion as determined by Owner in its discretion, defaulted under any contracts or bonds with the Owner.

4.2 The premiums on the performance and payment bonds shall be paid by the Contractor as part of the contract price.

4.3 In accordance with §255.05(1), Florida Statutes, Contractor shall ensure that the performance and payment bond shall be recorded in the public records of Brevard County. Contractor shall provide the City with a certified copy of the recorded bond BEFORE commencing work or recommencing work. The City, as a public entity, shall not make payment to the Contractor until the Contractor has complied with this section 4.0.

5.0 ASSIGNMENT

The Contractor shall not assign the whole or any part of this Contract, or any monies due or to become due hereunder, without written consent of the City, which consent may be withheld by the City in its sole discretion. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for the services rendered or for labor performed or for materials supplied for the performance of the work called for in this Contract.

6.0 CONTRACTORS' AND SUBCONTRACTORS' INSURANCE

6.1 Categories of Insurance.
The Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property or other loss which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the total contract amount. Neither the Contractor nor any Subcontractor shall commence work under this contract until all insurance required under this section is obtained and approved by the City.

6.1.1 Commercial General Liability Insurance. The contractor shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than $10,000,000 per occurrence/aggregate and a deductible amount of not more than $100,000 per claim. Each subcontractor shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than $1,000,000 per occurrence/aggregate and a deductible amount of not more than $100,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of B+ or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed

6.1.2 Public Liability and Property Damage Insurance. The contractor and each subcontractor shall each maintain in force for the duration of the contracted period Public Liability Insurance which must include coverage for premises/operations, contractual liability, broad form property damage, products completed operations, contractor's pollution liability, personal injury, and explosion, collapse, and underground hazard with a limit of not less than $1,000,000 per occurrence/aggregate and a deductible amount of not more than $100,000 per claim. The Public Liability and Property Damage Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured. The coverage shall contain no special limitations on scope of protection afforded to the CITY, its officers, officials, employees or volunteers.

6.1.3 Builders Risk/Installation Floater. The contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be required by Laws and Regulations). This insurance shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including, without duplication of coverage, lightning, windstorm, rain, hurricane, hail, explosions, riot, sinkholes, flood, theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Contract Documents, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance, the Contractor and each subcontractor shall each purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The property insurance deductible shall not exceed $25,000.00 per claim.

6.1.4 Pollution Liability Insurance. The contractor shall maintain in force for the duration of the contracted period Pollution Liability Insurance with a limit of not less than $1,000,000 per occurrence, 2,000,000 aggregate and a deductible amount of not more than $25,000 per claim. The Pollution Liability Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of B+ or higher.

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

6.1.6 Workers Compensation & Employer's Liability Insurance The contractor and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H at Statutory limits and Employers Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit.

6.1.7 Subcontractor's Public Liability and Property Damage Insurance**:** The Contractor shall require each Subcontractor to procure and maintain during the life of any subcontract Subcontractor's Public Liability and Property Damage Insurance coverage in amounts satisfactory to the Contractor for the Contractor's own protection, with an insurance company or companies licensed to do business in the state in which the Subcontractor shall perform contractual services.

6.2 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.3 Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.4 Notice of Termination; Acceptability of Insurers; Verification of Coverage: Each insurance policy required under this Section 6 shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. All insurers shall be authorized to do business in Florida and shall have an A.M. Best rating of A (or better), Class VII (or higher) or otherwise be acceptable to the City if not rated by A.M. Best. The Contractor shall file with the City Engineer and shall keep in full force and effect at all times during the term of this Contract a certificate of insurance and original endorsements effecting coverage required by this Section 6. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the City as an additional insured including a waiver of subrogation specification evidencing general liability, auto liability and worker's compensation coverage. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.5 Modification of Insurance Requirements. The insurance requirements set forth in this Section 6.0 may be increased, reduced or waived at the City's sole option with an appropriate adjustment to the Contract price. The City's Director of Human Resources who is responsible for the City's risk management program, is authorized to modify the insurance requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

6.6 Indemnification Clause

All contractual liability insurance policies (general and public liability, automobile liability, and worker's compensation) maintained pursuant to this Section shall include the specification of the following clause:

> The Contractor agrees to indemnify, save harmless and defend the City, its officers, City Attorney, managers and

employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any loss, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with any act or failure to act by the Contractor, its agents, servants, employees or subcontractors.

7.0 ACCIDENT PREVENTION

Precaution shall be as prescribed by the United States Department of Labor Occupational Safety and Health Administration for the protection of persons (including employees) and property.

8.0 QUALIFICATIONS FOR EMPLOYMENT

§

No person shall be employed in violation of the State or the National Labor Laws. No person under the age of sixteen years shall be employed on the project under the Contract. No person whose age or physical condition is such as to make this employment dangerous to his or her health or safety or to the health or safety of others shall be employed on the project under this Contract; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving a sentence in a penal or correctional institution, although paroled, and no inmate of an institution for mental deficiency shall be employed on the project under this Contract.

9.0 HOMETOWN LABOR LAW

Employment preference shall be given to qualified City of Melbourne residents, if available, for all new jobs created as a result of the awards of contracts for $100,000.00 or greater. All contracts shall require the Contractor to submit an employment plan containing the following:

- A listing of the number and types of new jobs to be created by the Contractor or subcontractors as a result of the contract;
- A description of the actions to be taken by the Contractor or subcontractors to insure the employment of qualified City of Melbourne residents, if available, for the new jobs created as a result of the contract; and
- An agreement to include status reports on the implementation of the employment plan with all pay requests.

A violation of the employment plans attached to the Construction Agreement or of the City of Melbourne Code pertaining to Hometown Labor Law shall constitute a default hereunder and entitle City to exercise all default rights of the City pursuant to Paragraph 15.1 of these General Conditions.

This project is subject to the Hometown Labor Law as set forth in City Code, Section 2-613. The Contractor's employment preference shall be given to qualified residents of the City of Melbourne, if available, for all new jobs created as a result of the award of this Contract. Upon the effective date of this Contract, the Contractor shall submit the Contractor's employment plan to the City, which employment plan shall describe actions to be taken by the Contractor to comply with the Hometown Labor Law. Said employment plan shall contain a listing of the number and types of new jobs to be created by the Contractor, or his subcontracts, as a result of this Contract; (b) a description of the actions to be taken by the Contractor, or his subcontractors, to ensure the employment of qualified residents of the City of Melbourne, if available, for the new jobs created as a result of this Contract; and (c) an agreement to include status reports on the implementation of the employment plan with all pay requests. The employment plan shall become a part of this Contract and shall be enforced in the same manner as other provisions of this Contract.

10.0 LICENSES, PERMITS, COMPLIANCE WITH LAWS

10.1 Except to the extent otherwise set forth in the Special Conditions, the provisions in this Section 10 shall apply. The Contractor shall obtain City building permits. The Contractor shall obtain the Generic Permit for Construction Discharge for large and small construction activities (CGP) through the Florida Department of Environmental Protection. All other required permits shall be obtained by the City of Melbourne.

10.2 The Contractor and the Subcontractors shall comply with all permits, laws, regulations, safety codes, and building and construction codes which apply to construction performed under this Contract, including but not limited to all applicable Federal and State regulations in respect to employees' wages and hours.

10.3 The Contractor and the Subcontractors shall possess all licenses required by state, county and local units of government in which the project is to be constructed.

11.0 SUBSTITUTIONS

Unless otherwise stated, reference in the specifications to any article, device, product, material, fixture, form, or type of construction, etc., by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limited competition, and the Contractor, in such cases, has the option of using any article, device, product, material, fixture, form or type of construction which in the judgment of the Consultant expressed in writing, is equal to that named.

12.0 PATENTS

The Contractor shall hold and save the City, its officers, officials, agents, servants, and employees harmless from liabilities of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City at any time during the prosecution or after completion of the work unless otherwise specifically stipulated in the Contract Documents.

13.0 TIME FOR COMPLETION

The work shall be commenced at the time stated in the notice to the Contractor to proceed and shall be completed in the number of consecutive calendar days stated in the Bid Form and Construction Agreement.

14.0 CONTINUING THE WORK

The Contractor shall carry on the work and adhere to the progress schedule during all requests for additional time, claims for increase or decrease in contract price, disputes, or disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes without the written consent by the City in writing.

15.0 DELAYS; DAMAGES

15.1 If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Proposal and Bid Form and Construction Agreement, or any extension thereof, or fails to complete said work within such time, the City may, by written notice to the Contractor, terminate the Contractor’s right to proceed with the work or such part of the work as to which there has been delay. In such event the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and the Contractor’s sureties shall be liable to the City for any excess cost occasioned the City thereby. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore.

The right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages provided for in section 15.2 because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, riot, insurrection, war, pestilence, acts of public authorities, fire, lightning, hurricanes, earthquakes, tornadoes, floods, unusually severe or abnormal weather as demonstrated by the Contractor’s submittal of comparative weather data, or delays of Subcontractors due to such causes, if the Contractor shall within ten (10) days from the beginning of any such delay (unless the City shall grant a further period of time prior to the date of final settlement of the contract) notify the Engineer in writing of the causes of delay. The Contractor shall, however, be entitled to an extension of time for such causes only for the number of days of delay which the City may determine to be due solely to such causes and only to the extent that such occurrences actually delay the completion of the project, and then only if the Contractor shall have strictly complied with all of the requirements Delays caused by failure of the Contractor's materialmen, manufacturers, and dealers to furnish approved working drawings, materials, fixtures, equipment, appliances, or other fittings on time or failure of subcontractors to perform their Work shall not constitute a basis of extension of time. The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the work when in the Engineer's judgment the findings of fact justify such an extension, and the Engineer's findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within thirty (30) days by the Contractor to the City. In the event of such an appeal, the City's decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives or because of any injunction which may be brought against the City or its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work as provided herein.

15.2 It is mutually agreed between the parties that time is the essence of this Contract and that there will be on the part of the City considerable monetary damage in the event the Contractor should fail to complete the Work within the time fixed for Final Completion in the Contract or within the time to which such completion may have been extended. The amount per day set forth in the Instructions to Bidders is hereby agreed upon as the liquidated damages for each and every calendar day that the time consumed in completing the Work under this Contract exceeds the time allowed. This amount bears a reasonable commercial relation to probable damages for delay on the Project, as actual damages may be difficult to determine, and shall, in no event, be considered as a penalty, or otherwise, than as the liquidated and adjusted damages to the City because of the delay and the Contractor and its Surety agree that the stated sum per day for each such day of delay shall be deducted and retained out of the monies which may become due hereunder and if not so deductible, the Contractor and its Surety shall be liable therefor for payment to the City.

16.0 RIGHT OF THE OWNER TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if the Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed for the Contractor or any of the Contractor's property, or if the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if the Contractor should refuse or fail to make prompt payment to persons supplying labor or materials for the work under the Contract, or persistently disregard instructions of the Engineer or fail to observe or perform any specifications of the Contract Documents, or otherwise be guilty of a substantial violation of any specifications of the Contract Documents, then the City may, by at least five (5) days' prior written notice to the Contractor, without prejudice to any other rights or remedies of the City in the premises, terminate the Contractor's right to proceed with the work. In such event, or in the event of contract termination by the City pursuant to the terms of General Condition 63 below, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and the Contractor's sureties shall be liable to the City for any excess cost occasioned to the City thereby; and in such case the City may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. The foregoing specifications are in addition to, and not in limitation of, the rights of the City under any other specifications of the Contract Documents.

17.0 ATTORNEY'S FEES

If, on account of any breach or default or failure to perform by the Contractor of the Contractor's obligations under the terms and conditions herein, it shall become necessary for the City to employ an attorney to enforce or defend any of the City's rights or remedies hereunder, the Contractor agrees to pay all costs and a reasonable attorney's fee incurred by the City in connection therewith, including attorney's fees and costs in any appeals.

18.0 CHARACTER OF WORKERS AND EQUIPMENT

18.1 The Contractor shall employ such superintendents, foremen and workers as are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is, in the Engineer's opinion, incompetent, unfaithful, disorderly or insubordinate, such person shall, upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

18.2 The equipment used on any portion of the work shall be used such that no injury to adjacent property, or to streets or highways will result from its use; equipment shall be modern in good condition, and adequate in size to perform the work in satisfactory time intervals.

18.3 Should the Contractor fail to remove such person or persons, or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work, the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.

19.0 USE OF PREMISES

19.1 The Contractor shall confine all apparatus, storage of materials, and construction operations to such limits as may be directed by the City and shall not unreasonably encumber the premises with materials.

19.2 The Contractor shall submit a copy of a written agreement with any and all owners of property upon which the Contractor proposes to store materials, equipment, or conduct any other project-related activity.

19.3 The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.

19.4 The Contractor shall provide and maintain at the Contractor's expense, in a sanitary condition, such accommodations for the use of employees as is necessary to comply with the requirements and regulations of the State and County Boards of Health, and shall commit no public nuisance.

19.5 The Contractor shall conduct the work so as to insure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of residents along and adjacent to the work in a manner satisfactory to the Consultant. Materials and equipment stored on the work site shall be placed so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided.

19.6 Streets shall not be closed, except when and where approved by the City, and whenever the street is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the work, the Contractor shall provide and maintain a passable driveway approved by the City. Suitable barricades, danger warnings, detour signs, etc., as hereinafter provided, shall be maintained by the Contractor in all cases. The City Engineer's office, Fire Department, and Police Department having jurisdiction shall immediately be notified by telephone, or otherwise, upon the closing and/or opening of each street or section thereof.

19.7 The Contractor shall provide, erect, and maintain, at its own expense, barricades, danger warnings, and detour signs whenever they may be necessary. The Contractor shall place sufficient lights on and/or near the work and keep them illuminated from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protections about the work; provide all guards by day or night and take all other precautions that may be necessary. The Contractor shall maintain proper guards and lights for the prevention of accidents, upon materials, supplies, and equipment, and take all other precautions that may be necessary for the proper protection of the work and public convenience and safety. Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections, and along the detour routes, directing the traffic around the closed portion or portions of the work, so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length.

19.8 Fire hydrants on or adjacent to the work shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as practicable, and obstruction of sewer inlets, gutters, and ditches is prohibited.

19.9 Unless otherwise expressly stipulated herein, the use of explosives is not contemplated in the prosecution of this Contract, and in no case will their use be permitted within a municipality without the written permission of the City Engineer and a permit issued by the Chief of the Fire Department. Where such permission for the use of explosives is obtained, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner, and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in care of competent guards.

19.10 It shall be the responsibility of the Contractor to contact in writing the Fire and Police Departments having jurisdiction in the area where the work is being performed to obtain from them a summary of the information which should be provided to them while work is in progress. It shall then be the Contractor's responsibility to provide them with all such data.

19.11 Maintenance Of Traffic: Traffic shall be maintained in such a manner as to cause the least inconvenience to the public. Access to properties shall be open to traffic except during roadway and drainage operations. Detour directions shall be coordinated with the Melbourne Traffic Engineer. Detours will be held to the minimum and shall not extend through the weekend or overnight without prior approval of the Engineer. Detour barriers shall be installed in such a manner as to allow access by traffic from one direction or the other.

20.0 MATERIALS, SERVICES AND FACILITIES

It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence and temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

21.0 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by the Contractor to the City free from any claims, liens, or charges, and further agrees that neither the Contractor nor any person, firm or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon, provided that this shall not preclude any Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title to which is commonly retained by the utility company or the City. In the event of the installation of any such metering device or equipment, the Contractor shall advise the City as to the owner thereof. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The specifications of this section shall be inserted in all subcontracts and material contracts and notice of its specifications shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

22.0 PAYMENTS BY CONTRACTOR/SUBCONTRACTOR

22.1 When a Contractor receives payment from a local governmental entity for labor, services, or materials furnished by Subcontractors and Suppliers hired by the Contractor, the Contractor must remit payment due to those Subcontractors and Suppliers within ten (10) days after the Contractor's receipt of payment. When a Subcontractor receives payment from a Contractor for labor, services, or materials furnished by sub-subcontractors and suppliers hired by the Subcontractor, the Subcontractor must remit payment due to those sub-subcontractors and suppliers within seven (7) days after the Subcontractor's receipt of payment. This subsection does not prohibit a Contractor or Subcontractor from disputing, pursuant to the terms of the relevant contract, all or any portion of a payment alleged to be due to another party. In the event of such a dispute, the Contractor or Subcontractor may withhold the disputed portion of any such payment if the Contractor or Subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute, and the actions required to cure the dispute. The Contractor or Subcontractor must pay all undisputed amounts due within the time limits imposed by this section.

22.2 Contractor warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the City no later than the time of payment free and clear of all liens.

22.3 All payments by Contractor and Subcontractors shall be made in accordance with the requirements of the Local Government Prompt Payment Act.

23.0 SUBCONTRACTING

23.1 The Contractor shall utilize the services of specialty Subcontractors on those parts of the work which under normal contracting practices are performed by specialty Subcontractors; provided, that if the City shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that such organization is presently competent to perform such work, the Contractor shall be required to do so.

23.2 If the Invitation to Bid contains a limitation on the amount of Work that can be subcontracted out by the Contractor under the Contract, then Contractor shall not exceed any such stated limitation in the performance of the Work under this Contract.

23.3 The Contractor shall not award any work to any Subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the Subcontractors, which statement shall contain such information as the City may require.

23.4 The Contractor shall be fully responsible to the City for the acts and omissions of Subcontractors, and of persons either directly or indirectly employed by such Subcontractors, and for the acts and omissions of persons directly employed by the Contractor.

23.5 The Contractor shall cause appropriate specifications to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any specification of the Contract Documents.

23.6 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

23.7 The Contractor shall not make any substitution for any Subcontractor unless the substitution is acceptable to the City Engineer and the substitution is requested in writing.

24.0 MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall indemnify and save harmless the City against any such claim.

25.0 INSPECTION

25.1 The City and its authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records of the Contractor and Subcontractor.

25.2 The regular 40-hour work week for City's construction inspectors is Monday through Friday 7:30 a.m. – 4:00 p.m. Holidays include: New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Day after Thanksgiving, Christmas Eve, and Christmas Day.

25.3 Work Outside the Regular Hours: If the Contractor desires to carry on work outside the regular work hours or on Saturdays, Sundays, or holidays, the Contractor shall submit application in writing to the City's assigned construction inspector and shall allow ample time to enable satisfactory arrangement to be made by the City for inspecting the work in progress. The Contractor shall reimburse the City all monies paid for inspection performed outside the regular 40-hour work week and holidays. The City will invoice the Contractor for said overtime benefits at a current rate, for the then current fiscal year, which includes fringe benefits (FY2020-21 rate of $40.00/hr.). The hourly rate will be adjusted on an annual basis to coincide with the City's fiscal year currently October 1st through September 30th. Prior to final acceptance and final payment by the City, the Contractor will pay all outstanding overtime invoices due the City.

26.0 INSPECTION AND TESTING OF MATERIALS

Unless otherwise specifically provided for in the Special Conditions or the Technical Specifications, the inspection and testing of materials and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by the City. The Contractor shall furnish evidence satisfactory to the City that the materials and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the work. The Contractor shall promptly segregate and remove rejected materials and finished articles from the site of the work. If the bid form provides a test allowance, the Contractor must submit invoices documenting allowable testing costs to be charged against the allowance. Tests that indicate failure shall not be charged against the allowance.

27.0 COORDINATION OF PLANS AND SPECIFICATIONS

The specifications, plans, and all supplementary documents are essential parts of the Contract. Any requirement occurring in one is as binding as though occurring in all. Items shown on the plans and not noted in the specifications, and items noted in the specifications but not shown on the plans are to be considered as shown on the plans and noted in the specifications. Any errors or omissions as to standards of work in the specifications or on the plans shall not relieve the Contractor of the obligation to perform the work correctly and in strict accord with best practice to be found in structures or work of a similar nature.

28.0 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operation of all trades, subcontractors, or material men engaged upon the work. The Contractor shall be prepared to guarantee to each Subcontractor the dimensions which they may require for the fitting of their work to all surrounding work and shall be responsible for all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive or be received by that of other contractors.

29.0 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the City a construction progress schedule in the form of a shop drawing satisfactory to the City, showing the proposed dates of commencement and completion of each of the various tasks of work required under the Contract Documents and the anticipated amounts of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish a detailed schedule of values giving a complete breakdown of the contract price and periodic itemized estimates of work done for the purpose of making partial payments thereon.

The value employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

30.0 DRAWINGS

30.1 The general character and scope of the work are illustrated by the drawings accompanying the Contract Documents. Where necessary, the approved plans may be supplemented by the Consultant with such full scale details, sketches, etc., as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved plans shall be in writing.

30.2 The Contractor shall furnish such detailed plans as may be required for the prosecution of the work and are not included in the plans furnished by the Consultant. They shall include shop details, erection plans, and masonry layout diagrams and bending diagrams for reinforcing steel, approval of which by the Consultant must be obtained before any work involving these plans shall be performed. Plans for cribs, cofferdams, false-work, centering and form work may also be required, and such cases shall be likewise subject to approval unless approval is waived by the Consultant.

30.3 It is expressly understood, however, that approval by the Consultant of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details, or of mutual agreement of dimensions and details. The Contractor shall be responsible for agreement and conformity of working drawings with the approved plans and specifications. The Contractor shall not attempt to construct the parts of the work for which such detail drawings are required until the Contractor has received them with written approval of the Consultant.

30.4 The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

30.5 Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work.

30.6 Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

31.0 SHOP DRAWINGS

31.1 The Contractor shall submit for the approval of the Consultant six (6) copies of all shop and setting drawings and schedules required for the work, and no work shall be fabricated by the Contractor, save at the Contractor's own risk, until such approval has been given.

31.2 The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting, and rechecking; and no claim by the Contractor for delays, arising from any failure in this respect, shall be allowed.

31.3 All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval shall not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been approved.

31.4 Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the Consultant deems to be a minor adjustment in the interest of the City and which does not involve a change in the contract price or extension of time, the Consultant may approve the drawing.

31.5 The approval by the Consultant of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve the Contractor of the responsibility for any error that may exist.

32.0 PAYMENTS TO CONTRACTOR

32.1 Partial Payments. Partial payment requests shall be submitted to the City and stamped/marked with the date of receipt by the City if there is no consultant for the project, or if the City does not require consultant approval of payment requests for this project. Otherwise, partial payment requests shall be submitted to the consultant, who shall mark or stamp the date of receipt thereon.

32.1.1 For projects for the contract sum of $200,000 or less, the following payment schedule shall apply: not later than twenty-five (25) business days after the date on which the payment request is stamped/marked received by the consultant (20 business days if no consultant approval of the payment request is required), the City will make a partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to ensure the proper performance of this Contract, the City may retain five percent (5%) of the amount of each payment until Contractor meets the requirements for final payment as set forth below. However, when the total amount of retainage is greatly in excess of the value of the uncompleted portion of the contract work, the City may, in the City's sole and absolute discretion, release to the Contractor a portion of this retainage, provided that the City shall at all times retain an amount sufficient to enable the City to complete the uncompleted work under this Contract, to resolve unsatisfied claims, and to provide for payment of any accrued liquidated damages.

32.1.2 For all projects with a contract sum in excess of $200,000, the following payment schedule shall apply: not later than 25 business days after the date on which the payment request is stamped/marked received by the consultant (20 business days if no consultant approval of the payment request is required), the City will make a partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to ensure the proper performance of this Contract, the City may retain up to five percent (5%) of the amount of each payment until Contractor meets the requirements for final payment as set forth below. However, at such time as the total amount of the retainage is greatly in excess of the value of the uncompleted portion of the Contract work, the City may, in the City's sole and absolute discretion, release to the Contractor a portion of this retainage, provided that the City shall at all times retain an amount sufficient to enable the City to complete the uncompleted work under the Contract, to resolve unsatisfied claims, and to provide for payment of any accrued liquidated damages.

32.1.3 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. All Contractor payment requests must be submitted as one original, on the City of Melbourne form "Contractor's Application for Payment". Invoices for material must be submitted with the partial pay application.

32.1.4 The monthly payment shall be approximate only, and all partial estimates and payments shall be subject to correction in the final estimate and final payment.

32.1.5 All material and work covered by partial payments made shall thereupon become the sole property of the City, but this specification shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damage work, nor shall it be construed as acceptance by the City, or as a waiver of the right of the City to require the fulfillment of all terms of this Contract.

32.2 Final Payment (Including Retainage) – Contractor must complete construction, including completion of all items on the Completion List (as defined below) within 35 days after delivery of said Completion List to Contractor. The final payment of remaining sums due Contractor, including remaining retainage, shall be made as follows: Upon completion of all items on the Completion List, Contractor may submit a final payment request for all remaining sums due under the Contract, including remaining retainage, and such submission shall include a scheduled date for final inspection, which date has been mutually agreed upon by the City and Contractor, and which date shall be between 10 and 15 business days from the date of submission. Such submission shall be stamped/marked received in the same manner as partial payment requests as set forth in Section 32.1. Such submission shall also include evidence satisfactory to the City that all of Contractor's payrolls, material bills, taxes, subcontractors and other bills and costs incurred in connection with its construction work have been paid in full; and shall also include any affidavits and releases of lien or releases of bonds as City or its surety may reasonably request from Contractor, its subcontractors and materialmen. The City shall make final payment in accordance with the same time limitation set forth above in this section 32 for payment of partial payment requests, provided Contractor has completed construction, including all items on the Completion List and submitted all evidence as required above. The time periods provided for herein for development of the Completion List and completion of the listed items, do not in any way extend the time period in which Contractor is required to complete the project as set forth in the Contract.

32.2.1 If a good faith dispute exists as to whether one or more items defined on the Completion List have been completed pursuant to the terms of this Contract, the City may continue to withhold up to 150% of the total costs to complete such items.

32.2.2 Notwithstanding the foregoing, the City need not pay or process any payment requests for retainage if the Contractor has, in whole or in part, failed to cooperate with the City in the development of the Completion List or failed to perform its contractual responsibilities, if any, with regard to the development of the List, or if the amounts requested are subject to a good faith dispute, the subject of a claim brought pursuant to FSS 255.05, or otherwise is subject of a claim or demand by the City or Contractor.

32.2.3 Notwithstanding the foregoing, in the event that Federal or State Funds are used in whole or in part to pay for the work or services to be performed under this Contract, applicable Federal or State grant/funding laws and regulations, or other applicable federal or state laws and regulations, shall be followed and prevail over any contrary specifications of the Local Government Prompt Payment Act or Section 32.0 of the General Conditions. Additionally, the City's obligation to proceed with this Contract and to make payments hereunder, is specifically conditioned upon receipt of any Federal or State Funds and/or Federal or State approvals anticipated for the subject project. If such Federal or State Funds and/or Federal or State approvals are not received, the City may terminate the Contract, whereupon the City and Contractor shall be released from any and all obligations under the contract.

32.3 Rejection of Payment Requests and Disputes. If a payment request or invoice does not meet the Contract requirements, the City must reject a payment request or invoice within twenty business days after the date on which the payment request or invoice is stamped/marked as received as set forth above. The City will provide the rejection in writing and specify the deficiency and the action necessary to make the payment request or invoice proper.

32.3.1 If a payment request or an invoice is rejected as set forth above, and the contractor submits a payment request or invoice that corrects the deficiency, the corrected payment request or invoice must be paid or rejected on the later of: (a) ten business days after the date the corrected payment request or invoice is stamped or received as set forth above; or (b) if the City is required by ordinance, charter or other law to approve or reject the corrected payment request or invoice, the first business day after the next regularly scheduled meeting of the City held after the corrected payment request or invoice is stamped/marked as received as provided above.

32.3.2 If a dispute arises between the City and the Contractor concerning payment of a payment request or invoice, which dispute cannot be resolved by a procedure described in this section 32, the dispute must be resolved in accordance with a dispute resolution procedure prescribed described in this Contract or in City of Melbourne Prompt Payment Policy.

33.0 CHANGES IN WORK

33.1 The City may at any time, by a written order, and without notice to the sureties, make changes in the drawings and specifications of this Contract and within the general scope thereof.

33.2 The contract price may only be changed by a Change Order executed by the City. Any claim for an increase or decrease in the contract price shall be based on written notice delivered to the City by the party making the claim promptly, but in no event later than ten (10) days after the occurrence of the event giving rise to the claim, and stating the specific nature of the claim. If the City receives from the Contractor a price quote for a change order requested or issued by the City, and the price quote conforms to all statutory requirements and contractual requirements for the project, then to the extent required by §218.755, Fla. Stat., the City will approve or deny the price quote and send written notice of that decision to the Contractor within thirty-five (35) days after receipt of such quote and the denial notice will specify the alleged deficiencies in the price quote and the actions necessary to remedy those deficiencies.

33.3. The order shall fix the total lump sum value of the change in the work of the Contractor, and shall set out the price which shall be added to or deducted from the contract price (which price shall include Contractor's overhead and profit). On any deductive change, an allowance for overhead and profit shall be included as part of the downward adjustment in contract price.

33.4 In making any change, the charge or credit for the change shall be determined by the City in one of the following methods prior to the issuance of the order for the changed work.

a. By ordering the Contractor to proceed with the work and to keep and present, in such form as the City may direct, a correct account of the cost of the change together with all vouchers therefore. The cost may include all items of labor or materials, the use of power tools and equipment actually used, power and all items of cost such as public liability and workmen's compensation insurance, pro rata charges for foremen, also social security, unemployment insurance; however, no percentage for overhead and profit shall be allowed on items of social security and unemployment insurance. If deductions are ordered, the credits shall be the net cost. Among the items considered as overhead are insurance other than mentioned above, bond or bonds, superintendent, timekeeper, clerks, guards, use of small tools, incidental job burdens, and general office expense.

b. By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the contract unit price for each contract item, which unit price is deemed to include overhead, profit, installation and any other costs.

33.5 The Contractor shall, when required by the City, furnish to the City an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

33.6 In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.

34.0 EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the City and the price stated in such work order.

35.0 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost or an extension of time, he shall so notify the City in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the work. Thereafter, the procedure shall be the same as that described in Section 33, above, for changes in work. No such claim shall be valid unless made in accordance with the terms of this Section.

36.0 DEDUCTIONS FOR UNCORRECTED WORK

If the City deems it inexpedient to require the Contractor to correct work injured or not performed in accordance with the Contract Documents, an equitable deduction from the contract price shall be determined by the City. The determination shall be made by the City Engineer, subject to the approval of the City Council whose decision will be final and binding.

37.0 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the work by the City, it shall be under the charge and care of the Contractor and the Contractor shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, including but without being limited to injury or damage arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good, at the Contractor’s own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

38.0 PRE-FINAL AND FINAL INSPECTIONS

38.1 Pre-Final Inspection

When the Contractor believes it has achieved Substantial Completion, the Contractor shall request an inspection by the City and the Consultant, and shall provide the City with evidence supporting its assessment of Substantial Completion, including any specific documents or information requested by the City to assist in its evaluation thereof. Contractor shall, prior to said inspection, develop its preliminary punch list for input and comment by the City and the Consultant. Once the preliminary punch list is submitted to the City, the City and its representatives will schedule a walk-through of the Project with the Contractor and the Consultant.

38.2 Determination of Substantial Completion

38.2.1 Following the walk-through, the City will determine whether the Contractor has achieved Substantial Completion.

38.2.2 if the Contractor has not achieved Substantial Completion, the Consultant may provide a courtesy list of remaining items of work to be completed or corrected to render complete, satisfactory and acceptable the construction services purchased by the City but such courtesy list shall not constitute the Completion List (as defined below).

38.2.3 Any determination by the Consultant and the Contractor of substantial completion shall not be binding on the City and the ultimate determination of Substantial Completion shall rest with the City and shall be evidenced by the City's executing and returning to the Contractor a written determination of Substantial Completion executed by the City Engineer. The City's determination of Substantial Completion will identify a date of Substantial Completion. Substantial Completion shall not constitute final completion or acceptance of the work.

38.3 Development of Completion List

38.3.1 Following the walk-through, if the Contractor has achieved Substantial Completion, the City and the Consultant shall develop and provide the Contractor with a list of all remaining items of work to be completed or corrected to render complete, satisfactory and acceptable the construction services purchased by the City, and which incorporates items and comments identified or provided by the City and the Consultant comments and is certified as the official completion list by the Consultant and the City Engineer (the "Completion List"), provided however that failure to include any items on such Completion List does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. The parties understand and agree that draft lists may be exchanged between the City, the Consultant and/or the Contractor for purposes of comments but such draft lists shall not qualify as the Completion List unless certified by the Consultant and the City Engineer.

38.3.2 In accordance with §218.735(7), Florida Statutes, the City and the Consultant shall develop the Completion List as follows: (1) For construction projects having an estimated cost of less than $10 million, the City and the Consultant will develop the Completion List within 30 calendar days after substantial completion of the construction services purchased as defined in this contract; and (2) For construction projects having an estimated cost of $10 million or more, the City and the Consultant will develop the Completion List within 60 calendar days after substantial completion of the construction services purchased as defined in this contract. The Completion List shall be developed as a single list of items except that if this contract relates to the purchase of construction services on more than one building or structure, or involves a multi-phased project, a Completion List shall be developed for each building, structure, or phase of the project in accordance with the time frames set forth herein.

38.3.3 Upon development and review of the Completion List by the City and the Consultant within the time frames set forth herein, the Completion List shall be delivered to the Contractor and the Contractor shall review the Completion List within five (5) days.

38.3.4 Upon receipt of the Completion List, the Contractor shall complete the items listed on the Completion List and satisfy Final Completion within 35 days.

38.4 Final Inspection.

When all items on the Completion List are completed, the Contractor shall call at least ten (10) working days in advance for a final inspection. If listed work is not fully completed, the final inspection will be canceled.

39.0 RIGHT OF RECOVERY

Should an error be discovered in the partial or final estimates after the final payment has been made, the City reserves the right to claim and recover by process of law such sums as may be sufficient to correct the error.

40.0 GENERAL GUARANTEE

Neither the final certificate of payment nor any specification in the Contract Documents nor partial or entire use or occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of two (2) years from the date of final acceptance of the work, unless a longer period is specified. Final acceptance of the work shall start from the date of written acceptance by City Engineer. The City will give notice of observed defects with reasonable promptness.

41.0 TERMINATION OF RESPONSIBILITY

This Contract will be considered completed when all work has been accomplished, cleanup of the premises has been made and the work has been accepted in writing by the Engineer after making final inspection, and the final estimate has been paid. Upon this final payment, the City shall be released from all liability whatever growing out of this Contract. Notwithstanding final payment to the contractor, the contractor is not released from its contractual obligations pursuant to the terms of the contract, including but not limited to its obligations under 4.0 (Contract Security), 12.0 (Patents), 21.0 (Warranty of Title), 40.0 (General Guarantee), 49.0 (Maintenance Bond), and 57.0 (Indemnification).

42.0 DRAWINGS AND SPECIFICATIONS

Any item shown on the drawings and not described in the specifications shall be considered as a part of the specifications and vice versa.

43.0 PAYMENTS WITHHELD

The City may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the City from loss on account of defective work not remedied, claims filed, or reasonable evidence indicating probable filing of claims, failure of the Contractor to make payments properly to the subcontractors or for materials or labor, a reasonable doubt that the Contract can be completed for the balance then unpaid or damage to another contractor.

44.0 SUBSURFACE DATA

All subsurface data shown on the plans, such as ground water elevations, soil conditions, underground structure locations such as sewer lines, waterlines, telephone cables and conduit, electric cables, etc., are shown on plans for the Contractor's general information only, and such information shown is not warranted or guaranteed by the Engineer, Consultant or City. Contractor shall exercise best practices in the industry to address subsurface conditions that differ from the plans and/or are unexpected. Contractor shall notify and consult with the Engineer, Consultant and City immediately upon discovery of subsurface conditions that differ from the plans and/or are unexpected. Contractor shall obtain utility locates prior to commencement of work.

45.0 PROTECTION OF MONUMENTS

The Contractor shall protect from any damage or movement all survey permanent reference markers, bench marks, triangulation points, section corners, etc. If the Contractor destroys or moves any monument through carelessness, the Contractor shall have such monuments restored and/or replaced by approved and qualified personnel, at the Contractor's expense in accordance with all applicable rules and regulations. Sufficient monies will be withheld from payments to the Contractor to pay these costs.

46.0 DISCREPANCIES FROM PLANS

If the Contractor, in the course of work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in layout as given by points and instructions, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, shall be done at the Contractor's risk.

47.0 TESTING

Except to the extent otherwise set forth in the Special Conditions or the Technical Specifications, the provisions in this Section 47.0 shall apply. The Contractor will select the services of an independent testing laboratory to perform tests in connection with the construction covered by the scope of this contract. However, the City is the client of the testing laboratory. All invoiced testing costs shall be reasonable and at rates that are not higher than those usually and customarily charged for the same or similar tests performed for City projects. Any testing costs that are unreasonable or exceed those usually and customarily charged as described above, shall not be eligible for allocation toward the allowance, nor shall they be reimbursed. Two copies of all testing reports shall be submitted to the City upon completion of each test. All costs of testing shall be the sole responsibility of Contractor and included in the lump sum or unit prices provided for the respective items referenced on the bid form; except that if a testing allowance is provided for in the Proposal and Bid Form then the Contractor shall establish an account for the test allowance amount included in the Proposal and Bid Form from which payment of these tests will be made. The Contractor will order the tests and invoices shall be submitted to the Contractor for payment. Copies of the testing invoices shall be submitted with each request for payment by the Contractor to the City. Upon completion of the project, any balance of funds remaining in the account will be deducted from the final pay estimate. In like manner, the Contractor will be reimbursed by the City if actual eligible testing costs exceed the allowance upon completion of the work. The Contractor shall bear the cost of all retests. In the event the Contract does not identify a testing allowance, all testing costs shall be the responsibility of the Contractor.

48.0 AS BUILT RECORDS

A complete set of as built records shall be kept by the Contractor at the job site. These records shall show all items of construction and equipment which differ in size, shape or location from those shown on the Contract drawings, also any additional work, existing features or utilities revealed by construction work which are not shown on the Contract drawings. These records shall be kept up to date daily. They may be kept on a marked set of Contract drawings to be furnished the Contractor for this purpose, or in any other form which is approved prior to the beginning of the work. They shall be available at all times during construction for reference by the Engineer, and shall be delivered to the Engineer prior to pre-final inspection.

49.0 MAINTENANCE BOND

The Contractor shall furnish the City (prior to final payment) a maintenance bond in the amount of ten percent (10%) of the total cost of the construction guaranteeing all the material, equipment and workmanship for a period of two (2) years after the date of acceptance by the City, and that the Contractor will make good or replace at his own expense any material, equipment or workmanship that proves defective within the above period. The maintenance Bond shall not novate or lessen the Contractor’s and Surety’s separate obligations and responsibilities under the Contract’s Performance and Payment bond.

50.0 UTILITIES

The Contractor will be required to coordinate all work when necessary with the various utility companies in order that utility service may be maintained. The Contractor shall exercise due caution when working adjacent to such utilities. Any damage to the utilities resulting from the Contractor's operations shall be repaired at the Contractor’s expense. Any work involving conflict with utility companies shall be coordinated with them at the preconstruction conference.

51.0 MATERIALS

The Contractor shall furnish the City and Consultant for approval full information (vendor's certifications, test reports, etc.) concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense with all shipping charges prepaid. The Contractor shall promptly segregate and remove rejected materials and finished articles from the site of the work. Materials and articles installed or used without prior approval shall be at the risk of subsequent rejection by the City.

52.0 SUPERVISION OF THE WORK

At all times during the progress of the work, the Contractor’s superintendent, foreman or other qualified supervisor shall be on the job site to insure that all work will proceed according to the specifications. The supervisor shall be named by the Contractor prior to start of construction.

53.0 NON DISCRIMINATORY PRACTICES

Contracts for work under this bid will obligate the Contractor and Subcontractors not to discriminate in employment practices. Contractor and Subcontractors must comply with the President's Executive Order No. 11246.

54.0 PUBLIC COMPLAINTS

The Contractor shall be responsible for answering and satisfying public complaints within a reasonable time and to that end shall be required to set up a Complaints Department for that purpose. Accurate records of all complaints and corrective measures shall be kept and turned over to the City weekly with the signature of the complainants as being satisfied. The Contractor shall provide the telephone number and name to which complaints can be orally made.

55.0 PROTECTION OF PROPERTY

It shall be incumbent upon the Contractor to protect private property. The Contractor shall notify each property owner at least seven (7) days prior to beginning construction operations to allow the property owner to remove shrubs, sprinkling systems and landscaping structures that are in the right of way. Gravel and marl driveways shall be removed and preserved for installation upon completion of the grading. There is no additional pay item for these driveways. The Contractor shall restore the condition of driveways impacted by the Work and such costs are included in the contract price.

56.0 WATER AND ELECTRICITY

Water and electricity as may be required for construction and other purposes connected with this project shall be secured and purchased by the Contractor.

57.0 INDEMNIFICATION

57.1 The Contractor shall indemnify and hold harmless the City and its officers, agents, and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract.

57.2 In any and all claims against the City or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification and hold harmless obligation under this section 57.0 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

58.0 ARCHAEOLOGICAL FINDS

Work will be stopped immediately in the area of archaeological finds and the office of the Engineer shall be notified.

59.0 CLEAN-UP

The Contractor shall be responsible for a general clean-up of the site of all construction operations. Trash, debris and excess materials must be hauled away and the premises cleaned and graded to a condition at least equal to that existing before the start of construction. This operation must be completed as directed by the Engineer. Failure to comply fully with this requirement will result in withholding approval by the Engineer of periodic estimates for partial payment.

60.0 DRIVEWAY AND/OR ACCESS TO PROPERTY

The Contractor shall maintain or provide access to property normally entered via the job site during progress of the work. Bridges or other suitable crossings over ditches shall be provided as required and subject to approval of the Engineer.

61.0 SALVAGE

61.1 All material salvaged from connections or cut ins to existing systems, removal of existing facilities, etc., shall remain the property of the City unless otherwise defined in the Contract Documents. The Contractor shall remove all salvaged materials from the construction sites as work progresses and store them in a place designated by the City for this purpose.

61.2 Use of Salvaged Materials: Under no circumstances are salvaged materials to be re-used in this project unless indicated on the drawings or approved by the Engineer in writing.

62.0 DISQUALIFICATION OF BIDDER

Failure to pay outstanding debts due to the City under this Contract may constitute grounds for declaring the Contractor to be a non-responsible bidder for purposes of bidding on future contracts with the City.

63.0 CONTRACTING WITH SCRUTINIZED COMPANIES OR OTHER ENTITIES

As the City is a local governmental entity, this Contract is subject to Section 287.135, Florida Statutes, subject to preemptory or controlling federal law or binding precedential case law. Subject to preemptory or controlling federal law or binding precedential case law, Contractor hereby certifies that (1) if the amount of the Contract is $100,000 or more, Contractor is not on the Scrutinized Companies or Other Entities that Boycott Israel List and is not engaged in a boycott of Israel; and (2) if the amount of the Contract is $1 million or more, Contractor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria. Subject to preemptory or controlling federal law or binding precedential case law, the City may terminate this Contract at the City's option in accordance with §287.135(5), Fla. Stat., as amended, under the following conditions: (1) if Contractor is found to have submitted a false certification or been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or has been engaged in a boycott of Israel; or (2) if the amount of the Contract is $1 million or more and if Contractor is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria.

64.0 E-VERIFY

City 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(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the City reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

65.0 SUBSTANTIAL COMPLETION

As a condition of Substantial Completion, all of the following must occur:

a. All Work affecting the operability of the Project or safety has been completed in accordance with the Contract Documents;
b. If applicable, all pre-commissioning activities, including alignment, balancing, lubrication and first-fill, have been completed;
c. The Work may be operated within manufacturers' recommended limits (with all installation instructions, operations and maintenance manuals or instructions for equipment furnished by Contractor, catalogs, product data sheets for all materials furnished by Contractor and similar information provided), in compliance with Applicable Laws, and without damage to the Work or to the Project;
d. In the opinion of the City Engineer, the Work is sufficiently complete in accordance with the Contract Documents so that the Work can be occupied and/or utilized for the purposes for which it is intended by the City;
e. The most recent updated set of "as-built" drawings reflecting the progress of the Work through Substantial Completion (in native file format, such as autoCAD);
f. Any and all appurtenances, utilities, transportation arteries and other items required under the Contract Documents and necessary to serve that portion of the Work are sufficiently completed, a temporary certificate of completion or Certificate of Occupancy, as applicable, is issued for the Work for which a Certificate of Substantial Completion is being sought and/or all conditions or requirements of authorities having jurisdiction are complied with, to permit the City to utilize and occupy that portion for its intended use in accordance with the Contract Documents without material interference from any incomplete or improperly completed items of Work; and
g. With respect to any Project for which a right-of-way permit is required from the Engineering Department or which includes a final lift of asphalt as part of the Work, in no event shall Substantial Completion occur prior to the final lift of asphalt and acceptance thereof by the agencies having jurisdiction (including, without limitation, the City's Engineering Department).

66.0 FINAL COMPLETION

As a condition of Final Completion, all of the following must occur:

a. Substantial Completion of the entire Project has occurred as determined by the City Engineer;
b. The Work can be used and operated in accordance with applicable laws bearing on the performance of the Work and applicable permits;
c. All spare parts, special tools and attic stock purchased by Contractor as part of Vendor supplies shall have been delivered to City and clear of all Liens;
d. All items on the Completion List shall have been completed by Contractor to City's satisfaction;
e. All testing and other obligations of the Contract Documents have been performed to City's satisfaction;
f. Contractor has corrected all defects, deficiencies and/or discrepancies to the entire Work as identified by the City or the Consultant, and the Consultant confirms such corrections have been made in writing;

g. Contractor has satisfied the additional conditions prescribed by the City in conjunction with a certificate of Substantial Completion issued on the basis of partial completion of the Project, or a partial or temporary Certificate of Occupancy or Certificate of Completion, as applicable;
h. Contractor has delivered evidence to the City that all permits that are Contractor's responsibilities as specified under the Contract Documents have been satisfied and closed, and that a Certificate of Completion or Certificate of Occupancy (as applicable) has been issued by the authority having jurisdiction, and the Project or designated portion thereof is sufficiently complete in accordance with the Contract Documents and can be used for its intended purpose for uninterrupted operation, including, without limitation, acceptance of completed as-builts, if required by the agency having jurisdiction;
i. Contractor shall have provided to City final releases and complete and unconditional waivers of liens for all Work performed by Contractor and each subcontractor or suppliers, subject to Florida law, and a consent of surety to final payment;
j. Contractor shall have delivered to the City a certification identifying all outstanding claims (exclusive of any liens or other such encumbrances which must have been discharged) of Contractor (and of its subcontractors, suppliers and any other party against Contractor) with written documentation reasonably sufficient to support and/or substantiate such claims;
k. Contractor shall have delivered to the City a written assignment of all warranties or guaranties which Contractor received from subcontractors or suppliers to the extent Contractor is obligated to do so;
l. Contractor shall have delivered to City a complete set of as-built documents and project records prepared in accordance with the Contract Documents;
m. Contractor has delivered to City all other submittals required by the Contract Documents, including all installation instructions, operations and maintenance manuals or instructions for equipment furnished by Contractor, catalogs, product data sheets for all materials furnished by Contractor and similar information;
n. All rubbish and debris have been removed from the project site;
o. All construction aids, equipment and materials have been removed from the project site;
p. Contractor has delivered to the City all executed warranties and guarantees required by the Contract Documents, all of which shall be in the name of the City and run to the benefit of the City;
q. If applicable, certificates of insurance indicating that any insurance required of the Contractor or subcontractors by the Contract Documents shall remain in full force and effect for the required period of time;
r. Any other documentation establishing payment or satisfaction of obligations, including receipts, releases and final waivers of lien from the Contractor and all subcontractors, to the extent and in such form as may be reasonably required by the City; and
s. The City Engineer issues a determination of final acceptance of the work.

Final Completion is a condition precedent to City's final payment to Contractor and issuance of the final certificate of payment.

END OF SECTION

DIVISION "F"

PLANS AND/OR DRAWINGS

Plans are confidential due to the nature of the project and site.

DIVISION "G"
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

CITY OF MELBOURNE
MELBOURNE, FLORIDA

DB LEE DITHC CLOSURE
Change Order to Owner Project No.33519
ISS Project Number MLB013 | Project Manager: F. Zanganeh, PE

INFRASTRUCTURE SOLUTION SERVICES, LLC

7175 MURRELL RD
MELBOURNE, FL 32940

Phone: 321-622-4646

Web Site: INFRASTRUCTURESS.COM

ISSUE DATE: JANUARY 2025

REVISION: V1.0 | ISSUED FOR CONSTRUCTION

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Engineer of Record –Project Manager

F. Zanganeh, PE
License: Florida PE #54758

Infrastructure Solution Services, LLC
Certificate of Authorization #29992
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Melbourne, FL 32940

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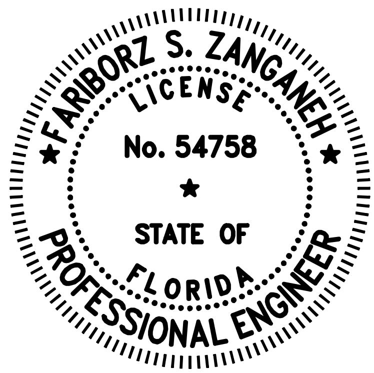

EOR: F. ZANGANEH, PE

Responsible for the Following Divisions:

- **DIVISION 01**
- **DIVISION 02**
- **DIVISION 03**

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CITY OF MELBOURNE

DB Lee Ditch Closure Project
Change Order to City Project No. 33519

Technical Specifications

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LIST OF APPENDICES

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SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.1. LOCATION OF WORK

Work for this Contract is located at the David B. Lee Wastewater Reclamation Facility (WRF) on property owned by the City located at 835 N Apollo Blvd Melbourne, FL 32935. The facility is on Apollo Blvd south of Sarno Rd and is a City of Melbourne owned wastewater treatment facility.

1.2. SCOPE OF WORK

A. The Contractor shall furnish all supervision, project management, labor, materials, equipment, tools, services, and incidentals to complete all work required by these Specifications and as shown on the Drawings.

B. The Contractor shall perform the work complete, in-place, and ready for continuous service, and shall include testing, permits, and cleanup and restoration required during this construction.

C. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.

D. The Contractor shall comply with all municipal, county, state, federal, and other codes which are applicable to the proposed construction work.

1.3. DESCRIPTION OF WORK

A. Furnish all supervision, labor, materials, equipment, and incidentals required and construct the DB Lee WRF Ditch Closure project, in its entirety as shown on the Drawings and specified herein.

B. The work includes improvements to, but is not necessarily limited to, the following major items of Work:

1.) Conduct demolition within the project area, including but not limited to removal and salvaging of existing guardrails, open-cutting of asphalt pavement, demolition and removal of various stormwater pipes and inlets, and miscellaneous clearing and grubbing.

2.) Conduct excavation for the proposed DB Lee WRF ditch piping.

3.) Construct stormwater appurtenances and piping, including but not limited to 6-inch rubble rip rap at specified locations, furnishing & installation of 785 linear feet (LF) of 66-inch reinforced concrete pipe (RCP), furnishing and installation of two (2) FDOT Type D Inlets with Type B Opening, Type J (Alt. B) bottoms, furnishing and installation of one (1) Type C Inlet, furnishing and installation of bedding stone, furnishing and installation of fill within the DB Lee ditch, and the furnishing and installation of 24-inch RCP.

4.) Conduct restoration within the project area, including but not limited to seeding, final grading, and asphalt reconstruction per Specifications, Contract Documents, and Drawings.

1.4. WORK SEQUENCE

A. Perform work to ensure completion of the work in the contract time. Completion dates of the various stages shall be in accordance with the Specification Section 01315 and approved construction schedule submitted by the Contractor.

B. Substantial Completion: To satisfy the definition of substantial completion, all work required to place the lift stations in operation shall be constructed complete, field tested and fully operational including Owner training, subject to Engineer's approval:

C. Final Completion: The last stage of construction shall be final construction and shall include the final remaining items subject to Engineer's approval as well as all items listed in Section 01700, Contract Closeout.

1.5. CONSTRUCTION AREAS

A. Contractor shall limit his use of the construction areas for Work and for storage, to allow for:

1.) Work by other Contractors.

2.) Owner use.

3.) Public use.

B. Coordinate use of work site.

C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site.

D. Move any stored Products, under Contractor's control which interfere with operations of the Owner or separate Contractor.

E. Obtain and pay for the use of additional storage or work areas needed for operations.

F. Off-site storage facilities shall be as approved by the Engineer, at no additional cost to the Owner.

G. Contractor shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.6. PLANS AND SPECIFICATIONS

A. The Technical Specifications consist of three parts: General, Products, and Execution. The General Section contains General Requirements which govern the work. Products and Execution modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.

B. Intent: All work called for in the Specifications applicable to this Contract, but not shown on the Plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

C. The inclusion of the General Requirements (or work specified elsewhere) in the General part of the Specifications is only for the convenience of the Contractor and shall not be interpreted as a complete list of related Specification Sections.

D. The associated specifications are supplemental to existing specifications utilized for the DB Lee Biosolids Improvements project. The Contractor's attention is directed to Section 01026 Measurement and Payment for their use in pricing the proposed work.

1.7. OWNER OCCUPANCY

A. Owner shall have full access to and use of all existing wastewater collection and pumping, and potable and irrigation mains during the entire period of construction for the conduct of his normal operations. Cooperate with Engineer and Owner's On-Site Representative in all construction operations to minimize conflict and to facilitate Owner usage.

B. The wastewater collection system must remain in continuous operation and maintain in compliance with all regulatory requirements at all times and under all conditions.

1.8. PARTIAL OWNER OCCUPANCY

The Contractor shall schedule his operations for completion of portions of the Work, as designated, for the Owner's occupancy prior to Substantial Completion of the entire Work.

PART 2 - PRODUCTS[1]

PART 3 - EXECUTION[2]

END OF SECTION 01010 SUMMARY OF WORK

[1] PART 2 OF SECTION NOT USED IN THIS SPECIFICATION
[2] PART 3 OF SECTION NOT USED IN THIS SPECIFICATION

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SECTION 01020 - ALLOWANCES

PART 1 - GENERAL

1.1. DESCRIPTION

A. Definition and Explanations: Certain requirements of the work related to each allowance are shown and specified in the Contract Documents. The allowance has been established in lieu of additional requirements for that work, and further requirements thereof (if any) will be issued by Change Order.

1.) Testing and Laboratory Services: Allowance to cover cost of project field testing fees at the plant site. This allowance will be used and controlled by the Owner to attain and meet testing requirements of the project

PART 2 - PRODUCTS

2.1. SCHEDULE OF ALLOWANCES

A. General: The following allowance amounts are included in the Total Lump Sum Bid price, for the corresponding units of work as described:

1.) Testing and Laboratory Services: $7,500.00

PART 3 - EXECUTION

3.1. PAYMENT OF ALLOWANCES

A. The Contractor shall maintain records for claims on this section.

B. Any portion of the allowance not used by the Contractor shall be deducted from the final contract price of the project.

END OF SECTION 01020 - ALLOWANCES

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SECTION 01026 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2. SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:

1.) Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

2.) Division 1 Section “Closeout Procedures” for administrative requirements governing project closeout.

1.3. DEFINITIONS

Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4. SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1.) Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

(i) Application for Payment forms with Continuation Sheets.

(ii) Submittals Schedule.

(iii) Contractor's Construction Schedule.

2.) Submit the Schedule of Values to Engineer at earliest possible date but no later than within ten (10) calendar days of the effective date of this contract.

B. Format and Content: Use the bid form and/or specifications table of contents as a guide to establish line items for the Schedule of Values.

C. Identification: Include the following Project identification on the Schedule of Values:

(i) Project name and location.

(ii) Name of Engineer and Engineer's project number.

(iii) Contractor's name and address.

(iv) Date of submittal.

2.) Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.

3.) Round amounts to nearest whole dollar; total shall equal the Contract Sum.

4.) Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

(i) Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.

5.) Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

6.) Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

7.) Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

D. Schedule of Values Form: Use form provided at the end of this Section for Schedule of Values. Contractor may use their own form provided such form is approved by both the Owner and Engineer.

E. The quantities shown for unit price bid items represent in-place installed quantities. Additional payment will not be allowed for waste materials, compaction/expansion, etc. or any quantities in excess of in-place quantities shown within the Contract, unless the Contract is amended to include additional work.

1.5. APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

1.) Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Progress payments shall be submitted to Engineer by the 15th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

C. Payment Application Forms: Use form provided at the end of this Section for Applications for Payment. Contractor may use their own form provided such form is approved by both the Owner and Engineer.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.

1.) Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

2.) Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Engineer. One copy shall include waivers of lien and similar attachments if required.

1.) Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1.) Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

2.) When an application shows completion of an item, submit final or full waivers.

3.) Owner reserves the right to designate which entities involved in the Work must submit waivers.

4.) Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1.) Schedule of Values.

2.) Contractor's Construction Schedule (preliminary if not final).

3.) Submittals Schedule (preliminary if not final).

4.) Certificates of insurance and insurance policies.

5.) Performance and payment bonds.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1.) Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1.) Evidence of completion of Project closeout requirements.

2.) Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

3.) Updated final statement, accounting for final changes to the Contract Sum.

4.) Evidence that claims have been settled.

5.) Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

6.) Final, liquidated damages settlement statement.

PART 2 - PRODUCTS[1]

PART 3 - EXECUTION

3.1. BID ITEMS SUMMARY

A. The scope of this section defines the items included in each bid item in the Bid Form/Schedule of these Specifications. Payment will be made based on the specified items included in the description in this section for each bid item.

B. The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Schedule or Payment Items, the Contractor shall include the cost for that work in some other applicable bid item, so that the proposal for the project reflects the Contractor’s total price for completing the work in its

[1] PART 2 OF SECTION NOT USED IN THIS SPECIFICATION

entirety.

C. All contract prices included in the Bid Form section will be full compensation for all supervision, labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the Drawings and/or as specified in the Contract Documents to be performed under this contract. Payment for all items listed in the Schedule of Values will constitute full compensation for all work shown and/or specified to be performed under this project.

D. The quantities shown for unit price bid items represent in-place installed quantities. Additional payment will not be allowed for waste materials, compaction/expansion, etc. or any quantities in excess of in-place quantities shown within the Contract, unless the Contract is amended to include additional work.

3.2. GENERAL WORK BASE BID ITEMS

A. Bid Item No. 1 – Mobilization/ Demobilization

a. Payment to the Contractor for all work included under Bid Item 1 in the Bid Schedule as a lump sum for mobilization and demobilization of the supervision, labor, equipment, materials, and appurtenances necessary for the construction of the project.

b. Price for this item shall not exceed five (5) percent of the total base bid contract price.

c. Payment for the mobilization and demobilization shall be limited to twenty-five (25) percent at the first payment application and at least ten (10) percent at the final pay application. The remaining sixty (65) percent shall be divided among the pay applications following the initial pay application.

B. Bid Item No. 2 – Permits, Insurance, Bonds (Incl. Maintenance Bond)

a. Payment to the Contractor for all work included under Bid Item 2 in the Bid Schedule as a lump sum for general requirements of the Contract Documents, bonds, and insurance will be made and shall fully compensate the Contractor for furnishing all supervision, labor, materials, equipment, start-up/testing/commissioning/ and incidentals required to complete the work as specified in Divisions 0 through 1.

b. Payment will include compensation for all work required to coordinate scheduling, shop drawings, construction, and other requirements to complete all works included in the Contract Documents.

c. Price for this item shall not exceed five (5) percent of the total base bid contract price.

d. Payment for the general requirements shall be limited to twenty-five

(25) percent at the first payment application and at least ten (10) percent at the final pay application. The remaining sixty (65) percent shall be divided among the pay applications following the initial pay application.

C. Bid Item No. 3 – Maintenance of Traffic

a. Periodic payment will be made for these items based upon percent complete, less retainage.

b. These bid items include all work, equipment, and materials required for maintenance of traffic and traffic control throughout the duration of the project.

c. This item is to be lump sum.

D. Bid Item No. 4 – Erosion and Sedimentation Control

a. Periodic payment will be made for this item based upon percent complete, less retainage.

b. This bid item includes all supervision, labor, work, equipment, and materials required for furnishing, constructing, installing, and maintaining erosion and sediment control throughout the duration required for the project and its cleanup and removal thereafter. This item shall include all NPDES permitting, if required, and associated work.

c. This item is to be lump sum

E. Bid Item No. 5 – Testing Allowance

a. Allowance for all supervision, work, equipment, and materials required for providing on-site or laboratory testing services related to the work described in Section 01410. This allowance will be used and controlled by the Owner to attain and meet testing requirements of this project. The amount to be stated shall be $7,500.

F. Bid Item No. 6 – Survey and Record Drawings

a. Periodic payment will be made for these items based upon percent complete, less retainage.

b. These bid items include all supervision, labor, work, equipment, and materials required for the Contractor to prepare as-built drawings and record documents as required in Section 01720 and General Requirements.

c. This item is to be a lump sum.

G. Bid Item No. 7 – Dewatering During Construction

a. Periodic payment will be made for these items based upon percent complete, less retainage.

b. These bid items include all supervision, labor, work, equipment, and materials required to furnish, install, and operate a temporary dewatering system during the Work required in Section 02240.

c. This item is to be a lump sum.

H. Bid Item No. 8 – Temporary Bypass Pumping of Stormwater System

a. Periodic payment will be made for these items based upon percent complete, less retainage.

b. These bid items include all supervision, labor, work, equipment, and materials required to furnish, install, and operate a temporary bypass pumping system during the Work required in Section 02703.

c. This item is to be a lump sum.

3.3. DEMOLITION BID ITEMS

I. Bid Item No. 9 – Conduct Removal and Salvage of Existing Guardrails

a. Periodic payment will be made for these items based on units complete, less retainage.

b. These bid items include all supervision, labor, work, equipment, and materials required to remove and salvage existing guardrails as shown on the Drawings and/or specified in the Contract Documents.

c. Units shall be per linear foot (LF).

J. Bid Item No. 10 – Conduct Miscellaneous Clearing and Grubbing

a. Periodic payment will be made for these items based on percent complete, less retainage.

b. These bid items include all supervision, labor, work, equipment, and materials required to complete miscellaneous clearing and grubbing as shown on the Drawings and/or specified in the Contract Documents.

c. This item is to be lump sum.

K. Bid Item No. 11 – Conduct Open-Cut on Existing Asphalt Pavement

a. Periodic payment will be made for these items based on units complete, less retainage.

b. This bid item includes all supervision, labor, work, equipment, and materials required to complete open-cutting on existing asphalt pavement as shown on the Drawings and/or specified in the Contract Documents.

c. Units shall be per square yard (SY).

L. Bid Item No. 12 – Conduct Demolition and Removal of Existing Stormwater Pipes & Inlets

a. Periodic Payment will be made for these items based on percent complete, less retainage.

b. These bid items include all supervision, labor, work, equipment, and materials required to demolish and remove all existing stormwater pipes & inlets as shown on the Drawings and/or specified within the Contract Documents.

c. The Contractor shall be responsible for ensuring that stormwater piping and appurtenances being removed coincide with those shown in the Drawings and/or Contract Documents. The Contractor shall only be paid for stormwater piping and appurtenances that have been called out, the Owner shall not be responsible for the payment of piping demolished and removed that was not indicated within Drawings and/or Contract Documents UNLESS at the discretion of the Owner and Engineer, for which case payment shall be made in the appropriate manner consistent with the Contract and Specifications provided.

d. This item is to be lump sum.

3.4. DB LEE DITCH BID ITEMS

M. Bid Item No. 13 – Conduct Excavation for Ditch

a. Periodic payment will be made for these items based on units complete, less retainage.

b. These bid items include all supervision, labor, work, equipment, materials, and all associated appurtenances required in order to conduct excavation for the DB Lee ditch as shown on the Drawings and/or specified in the Contract Documents.

c. Units shall be per cubic yard (CY).

N. Bid Item No. 14 – Furnish & Installation of 6” Rubble Rip Rap

a. Periodic payment will be made for these items based on units complete, less retainage.

b. This bid item includes all supervision, labor, work, equipment, and materials required to furnish & install rubble rip rap as shown on the Drawings and/or specified in the Contract Documents.

c. Units shall be per square yard (SY).

O. Bid Item No. 15 - Furnish & Install 66-inch Reinforced Concrete Pipe (RCP)

a. Periodic payment will be made for these items based on units complete, less retainage.

b. These bid items include all supervision, labor, work, equipment, and materials, including earthwork, cut, fill, compaction, temporary improvements, shoring/bracing/trench boxes, piping, fittings, connections, and all associated appurtenances as required to furnish/install the 66-Inch RCP as shown in the Contract Documents. The protection of existing utilities will be included as part of this indicated bid item.

c. Units shall be in linear feet (LF).

P. Bid Item No. 16 – Furnish & Install FDOT Type D Inlet with Type B Opening, Type J (Alternate B) Bottom

a. Periodic payment will be made for these items based on units complete, less retainage.

b. This bid item includes all supervision, labor, work, equipment, and materials, including earthwork, cut, fill, compaction, temporary improvements, shoring/bracing/trench boxes, piping, fittings, connections, and all as-sociated appurtenances as required to furnish & install FDOT Type D Inlets with Type B Opening, Type J (Alternate B) Bottom as shown on the Drawings and/or specified in the Contract Documents.

c. Units shall be each (EA).

Q. Bid Item No. 17 – Furnish & Install Type C Inlet

a. Periodic payment will be made for these items based on units complete, less retainage.

b. This bid item includes all supervision, labor, work, equipment, and materials, including earthwork, cut, fill, compaction, temporary improvements, shoring/bracing/trench boxes, piping, fittings, connections, and all as-sociated appurtenances as required to furnish & install Type C Inlets as shown on the Drawings and/or specified in the Contract Documents.

c. Units shall be each (EA).

R. Bid Item No. 18 – Furnish & Install Bedding Stone

a. Periodic payment will be made for these items based on units complete, less retainage.

b. These bid items include all supervision, labor, work, equipment, and materials, including earthwork, cut, fill, compaction, temporary improvements, shoring/bracing/trench boxes, piping, fittings, connections, and all associated appurtenances as required to furnish/install bedding stone as shown in the Drawings and/or Contract Documents.

c. Units shall be in cubic yard (CY).

S. Bid Item No. 19 – Furnish & Install Fill

a. Periodic payment will be made for these items based on units complete, less retainage.

b. These bid items include all supervision, labor, work, equipment, and materials, including earthwork, cut, fill, compaction, temporary improvements, shoring/bracing/trench boxes, piping, fittings, connections, and all associated appurtenances as required to furnish/install fill for the DB Lee ditch as shown in the Drawings and/or Contract Documents.

c. Units shall be in cubic yard (CY).

T. Bid Item No. 20 – Furnish & Install 24-inch RCP

a. Periodic payment will be made for these items based on units complete, less retainage.

b. These bid items include all supervision, labor, work, equipment, and materials, including earthwork, cut, fill, compaction, temporary improvements, shoring/bracing/trench boxes, piping, fittings, connections, and all associated appurtenances as required to furnish/install the 24-Inch RCP as shown in the Drawings and/or Contract Documents.

c. Units shall be in linear feet (LF).

3.5. CIVIL/SITE RESTORATION BID ITEMS

A. Bid Item No. 21 – Conduct Final Grading

a. Periodic payment will be made for these items based upon units complete, less retainage.

b. These bid items include all supervision, labor, work, equipment, materials, including earthwork, cut, fill, compaction, and all other associated appurtenances required to conduct complete final grading for the project site as shown in the Drawings and/or Contract Documents.

c. Units shall be in square yard (SY).

B. Bid Item No. 22 – Furnish & Install Sodding

a. Periodic Payment will be made for these items based on units complete, less retainage.

b. These bid items include all supervision, labor, work, equipment, materials, and all associated appurtenances required to furnish and complete sodding for the project site as shown in the Drawings and/or Contract Documents.

c. Units shall be per square yard (SY).

C. Bid Item No. 23 – Asphalt Roadway Reconstruction

a. Periodic Payment will be made for these items based on units complete, less retainage.

b. b. These bid items include all supervision, labor, work, equipment, and materials, including earthwork, cut, fill, compaction, subgrade, base, asphalt, tack coat, temporary improvements, and all other associated items as required to conduct asphalt roadway reconstruction in accordance with City of Melbourne Details and associated specifications as shown in the Drawings and/or Contract Documents.

c. Units shall be per square yard (SY).

3.6. CONTINGENCY

A. Bid Item No. 24 – Contingency

a. This item shall be bid in an amount equal to 10% of the sum of all items bid including mobilization. The amount bid for contingencies shall only be paid for in the event change orders are needed and approved by City of Melbourne for unforeseen work in conformance with this contract. The amounts to be paid for by Owner under contingences shall not exceed the value of the approved change orders.

3.7. EXTRA WORK

Extra work, if any, will be performed and paid as specified in the General Conditions.

SCHEDULE OF VALUES FORM

Project Name: ________________________Pay Application No. ________________________

Item #	Description	Value	Change Order Value	Previ-ous Value	Completed This Period		Completed To Date		Balance Remain-ing
					Value	%	Value	%	
Totals (Page 1)									

END OF SECTION 01026 MEASUREMENT AND PAYMENT

SECTION 01065 PERMITS AND FEES

PART 1 - GENERAL

1.1. DESCRIPTION

A. Unless otherwise specified, the Contractor shall obtain all permits and licenses related to his work, including but not limited to,

1.) City of Melbourne Building Department, except as otherwise provided herein.

(i) NOTE: ALL CITY OF MELBOURNE BUILDING DEPARTMENT FEES WILL BE PAID DIRECTLY BY MELBOURNE UTILITIES DEPARTMENT

2.) City of Melbourne Public Works Department.

3.) City of Melbourne Utilities Department.

B. Permits by Owner: The Owner prior to the advertisement of the project has applied for permits with the following agencies. The Contractor shall request copies of these permits and shall comply with all provisions therein:

1.) St. John's River Water Management District Environmental Resource Permit and permitting documentation

C. Permits by Contractor: The Contractor shall be responsible for acquiring and complying with all provisions of construction related permits with the following agencies:

1.) St. John's River Water Management District Consumptive Use Permit for Dewatering Activities

2.) NPDES General Permit for Stormwater Discharges from Construction Site

D. Local Permits: The Contractor shall apply and obtain all other applicable local permits for the construction effort. Payment for such permits, shall be identified by the governing agency after the permit has been applied for, and this amount shall be made known to the Owner for prompt payment by the Owner. This requirement may also include the following tasks to be performed by the Contractor:

1.) Pre-stamped and addressed post cards for mailing to subcontractors.

2.) Acknowledgment of Applicant Responsibility.

3.) Evidence of certification as a Class I or Class II Contractor (State).

4.) Copy of Worker's Compensation Certificate of Insurance.

5.) Owners authorization.

E. Work shall be conducted and shall result in construction of the requirements of this project in full accordance with the conditions of the permits granted for the project.

PART 2 - PRODUCTS[1]

PART 3 - EXECUTION[2]

END OF SECTION 01065 PERMITS AND FEES

[1] PART 2 OF SECTION NOT USED IN THIS SPECIFICATION
[2] PART 3 OF SECTION NOT USED IN THIS SPECIFICATION

SECTION 02240 DEWATERING

PART 1 - GENERAL

1.1. DESCRIPTION

A. The Work to be performed under this section shall include the design and installation of a temporary dewatering system for removal of storm and subsurface waters from structure or utility trench excavations as required during construction. The Contractor is responsible for all aspects of dewatering in their entirety to complete the project as shown in the Contract Documents. The Contractor must familiarize himself with the site and the project in order to understand the extents of dewatering and potential challenges and shall account for these items in his bid.

B. The temporary dewatering system shall be designed by a firm who regularly engages in the design of dewatering systems and who is fully experienced, reputable and qualified in the design of such dewatering systems.

C. In lieu of experience, the Contractor shall provide a performance and warranty bond for 1.0 times the total installed cost of the temporary dewatering system. This bond shall be executed prior to award and/or contract execution.

D. The dewatering of any excavation areas and the disposal of water during construction shall be in strict accordance with all local and state government rules and regulations. If a consumptive use permit is required by SJRWMD, the Contractor shall be responsible for obtaining said permit. The Contractor is responsible for obtaining any other permits that may also be required.

E. Dewatering systems, earthwork, machinery, and material staging and stockpiling shall not block the sidewalk or access to residences.

F. The Contractor shall engage a Geotechnical Engineer registered in the State of Florida, to design the temporary dewatering system for all structures. The Contractor shall submit a conceptual plan for the dewatering system prior to commencing work. The dewatering system installed shall be in conformity with the overall construction plan, and certification of this shall be provided by the Geotechnical Engineer. The Geotechnical Engineer shall be required to monitor the performance of the dewatering system at the Contractor's expense during the progress of the work and require such modifications as may be required to assure that the systems will perform satisfactorily. Dewatering system shall be designed in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at the proposed structures or utilities and to preserve the integrity of any adjacent structures.

G. At all times during the progress of the work the Contractor shall use all reasonable precautions to prevent the entrance of foreign material into storm drain system.

H. Immediately upon completion of the dewatering operations, the Contractor shall remove all of his equipment, materials, and supplies from the site of the Work, remove all surplus materials and debris, fill in all holes or excavations, and grade the site to elevations of the surface levels which existed before the work started. The site shall be thoroughly cleaned and graded as directed by the Engineer.

I. Contractor shall refer the Geotechnical Report prepared by Universal Engineering Sciences provided in Appendix A. for specific dewatering information and requirements. The Contractor shall review this report and shall account in his bid for all items noted by the geotechnical engineer.

1.2. SUBMITTALS

A. Submit to the Engineer for review, the proposed methods of construction including dewatering, excavation, bedding, filling, compaction and backfilling for the various portions of the Work. Review shall be for method only. The Contractor shall remain responsible to the adequacy and safety of the methods.

B. Submittals shall include the following:

1.) Design Notes and Drawings.

2.) Descriptive literature of the temporary dewatering system.

3.) Layout of all piping involved.

1.3. PUMPING AND DRAINAGE

A. The Contractor shall at all times during construction provide and maintain proper equipment and facilities to remove all water entering excavations. The Contractor shall maintain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipe installation have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels.

B. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at the bottom of excavation and to preserve the integrity of adjacent structures. As a minimum, the water level shall be drawn down to two feet below the trench bottom or excavation. Well or sump installations shall be constructed with proper sand filters to prevent drawing of finer grained soil from the surrounding ground.

C. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and pumped from the excavation to maintain a bottom free from standing water.

D. The Contractor shall take all additional precautions or prevent uplift of any structure during construction.

E. The conveying of water in open ditches or trenches will not be allowed. Permission to use any storm sewers or drains that have adequate capacity for water disposal purposes shall be obtained from the Owner of said utility. No flooding of streets, driveways, or private property will be permitted. Any requirements and costs for such use shall be the responsibility of the Contractor. However, the Contractor shall not cause flooding by overloading or blocking up the flow in the drainage facilities, and the Contractor shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored as directed by the Engineer or the Owner of the utility at no additional cost to the Utility.

F. Flotation shall be prevented by the Contractor by maintaining a positive and continuous operation of the dewatering system. The Contractor shall be fully responsible and liable for all damages which may result from failure of this system.

G. Removal of dewatering equipment shall be accomplished after the Contractor and the Engineer agree that the system is no longer required. The material and equipment constituting the system shall be removed by the Contractor.

H. The Contractor shall take all necessary precautions to preclude the accidental discharge of fuel, oil, etc. in order to prevent adverse effects on groundwater or receiving water quality.

PART 2 - PRODUCTS

2.1. GENERAL

A. The equipment specified herein shall be standard dewatering equipment of proven ability as designed, manufactured, and installed by firms having experience in the design and production of such equipment. The equipment furnished shall be designed, constructed and installed in accordance with the best practices and methods.

B. Equipment shall not exceed local noise ordinances and shall be located as far as possible away from a residential unit.

PART 3 - EXECUTION[1]

END OF SECTION 02240 DEWATERING

[1] PART 3 OF SECTION NOT USED IN THIS SPECIFICATION

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SECTION 02516 STORMWATER SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Agreement Declarations, Exhibits and other Technical Specification Sections apply to this Section.

B. Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, latest edition as modified herein. References to measurement and payment do not apply.

1.2 SUMMARY

A. This Section includes stormwater system piping and appurtenances. All labor, material, equipment, appurtenances, services, permits and other work or costs necessary to construct the facilities and place them into operation shall be furnished by the Contractor.

B. Related Sections: The following sections contain requirements that relate to this section:
   1. Division 02 – Earthwork, for excavation and backfill required for stormwater system piping and structures.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract.

B. Shop drawings for precast concrete storm drainage manholes and catch basins, including frames, covers, and grates.

C. Shop drawings for stormwater pipe.

D. Shop drawings for cast-in-place concrete or field-erected masonry storm drainage manholes and catch basins, including frames and covers. Shop drawings are not required when using standard FDOT structures.

E. Coordination drawings as required by Engineer showing pipe sizes, manholes and catch basins locations and elevations. Include details of underground structures and connections. Show other piping in the same trench and clearances from stormwater system piping. Indicate interface and spatial relationship between piping and approximate structures.

1.4 QUALITY ASSURANCE

A. Environmental Compliance: Comply with applicable portions of local environmental agency regulations pertaining to stormwater systems.

B. Utility Compliance: Comply with local utility regulations and standards pertaining to stormwater systems.

1.5 PROJECT CONDITIONS

A. Site Information: Perform site inspection, research public utility records, and verify existing utility locations. Verify that stormwater system piping may be installed in compliance with design plans and referenced standards.
   1. Locate existing stormwater system piping and structures that are to be abandoned, removed, and/or closed.

1.6 SEQUENCING AND SCHEDULING

A. Coordinate connection to existing drainage system with Owner.

B. Coordinate with other utility work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work which are approved by FDOT.

2.2 PIPE AND FITTINGS

A. General: Provide pipe and pipe fitting materials compatible with each other. Where more than one type of materials or products is indicated, selection is Installer's option. All cross-drains shall be reinforced concrete. All pipe will be inspected upon delivery and such as does not conform to the requirements of this Contract shall be rejected and immediately removed by the Contractor. The Contractor shall furnish and provide all labor necessary to assist the Engineer in inspecting the material.

B. Reinforced Concrete Pipe and Fittings: ASTM C 76, Class III, Wall B, for rubber gasket joints.
   1. Gaskets: ASTM C 443, rubber.

C. Couplings: Rubber or elastomeric compression gasket, made to match pipe inside diameter or hub, and adjoining pipe outside diameter.
   1. Gaskets: ASTM C 443, rubber for concrete pipe

D. HDPE (ADS) Pipe: ADS N-12 WT (watertight) pipe that meets or exceeds ASTM 3212 lab test and ASTM C969 watertight field test.

E. PVC Pipe: DR35 gasketed sewer pipe meeting ASTM F-679. Color: green.

2.3 MANHOLES

A. Precast Concrete Manholes: ASTM C 478, precast reinforced concrete, of depth indicated with provision for rubber gasket joints.
  1. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having a separate base slab or base section with integral floor.
  2. Riser Sections: 4-inch minimum thickness, 48-inch diameter, and lengths to provide depth indicated.
  3. Top Section: Eccentric cone type, unless concentric cone or flat-slab-top type is indicated. Top of cone to match grade rings.
  4. Grade Rings: Provide 2 or 3 reinforced concrete rings, of 6 to 9 inches total thickness and match 24-inch diameter frame and cover.
  5. Gaskets: ASTM C 443, rubber.
  6. Steps: No steps required
  7. Channel and Bench: Concrete.

B. Cast-in-Place Manholes: Reinforced concrete of dimensions and with appurtenances indicated.
  1. Bottom, Walls, and Top: Reinforced concrete.
  2. Channel and Bench: Concrete.
  3. Steps: No steps required

C. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, heavy-duty, ductile iron, 24-inch inside diameter by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch-diameter cover, indented top design, with lettering "STORM SEWER" cast into cover.

2.4 CATCH BASINS

A. Precast Concrete Catch Basins: ASTM C 478 or ASTM C 858, precast reinforced concrete, of depth indicated. Sections shall have provision for rubber gasket joints. Base section slab shall have minimum thickness of 6 inches, riser sections shall have minimum thickness of 4 inches and be 48 inches inside diameter, and top section and grade rings shall match 24-inch frame and grate, unless otherwise indicated.
  1. Base Section: Base riser section and separate base slab, or base riser section with integral floor.
  2. Riser Sections: Sections shall be of lengths to provide depth indicated.
  3. Top Section: Flat slab type with opening to match grade rings.
  4. Grade Rings: Provide 2 or 3 reinforced concrete rings, of 6 to 9 inches total thickness.
  5. Gaskets: ASTM C 443, rubber.
  6. Steps: No steps required

7. Channel and Bench: Concrete.

B. Cast-in-Place Catch Basins: Reinforced concrete of dimensions and with appurtenances indicated.
   1. Bottom, Walls, and Top: Reinforced concrete.
   2. Channel and Bench: Concrete.

C. Catch Basin Frames and Grates: Per FDOT Standard Frame and Grates or as specified in construction plans.

2.5 ENDWALLS / HEADWALLS / CURB INLETS

A. Per FDOT standards.

2.6 CONCRETE AND REINFORCEMENT

A. Concrete: Portland cement mix, 3,000 psi.
   1. Cement: ASTM C 150, Type II.
   2. Fine Aggregate: ASTM C 33, sand.
   3. Coarse Aggregate: ASTM C 33, crushed gravel.
   4. Water: Potable.

B. Reinforcement: Steel conforming to the following:
   1. Fabric: ASTM A 185, welded wire fabric, plain.
   2. Reinforcement Bars: ASTM A 615, Grade 60, deformed.

C. Forms:
   1. Form Materials: Plywood, metal, metal-framed plywood, or other acceptable panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces without distortion or defects. Material shall be of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal.
   2. Form Release Agent: Provide commercial formulation form-release agent with a maximum of 350 mg/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces. Release agent to be within allowable volatile limits according to applicable local, state and federal codes.

2.7 MASONRY

A. Bricks for accessories shall be hard common clay brick. Mortar shall be one part Portland cement and three parts masonry sand to which shall be added lime putty in the amount of 50 percent of the volume of cement. Special commercial mortar mixes may be used if approved by the Engineer. All masonry materials shall conform to the latest applicable ASTM specifications. Set all masonry units in full beds of mortar, with full joints and strike all joints flush. Masonry reinforcements shall be galvanized Dur-O-Wal, or approved equal, and shall be installed at every other bed joint.

2.8 CURING MATERIALS

A. Conform to TT-C-800, with 30 percent minimum solids content.

B. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yard, complying with AASHTO M-182, Class 2.

C. Moisture-Retaining Cover: One of the following, complying with ASTM C-171.
   1. Waterproof paper
   2. Polyethylene film
   3. White burlap-polyethylene sheet

D. Clear Solvent-Borne Liquid Membrane-Forming Curing Compound: This is a solvent-borne membrane-forming curing compound. Revise to Type II and verify manufacturer's products when a white pigmented curing compound is required. Do not use if waterborne low-VOC emissions compounds are required. ASTM C-309, Type I, Class A or B, wax free.

E. Clear Waterborne Membrane-Forming Curing Compound: This is a waterborne membrane-forming curing compound. Use when low VOC emissions are required. ASTM C-309, Type I, Class B.
   1. Provide material that has a maximum volatile organic compound (VOC) rating of 350 mg per liter.

F. Evaporation Control: Monomolecular film-forming compound applied to exposed concrete surfaces for temporary protection from rapid moisture loss.

PART 3 - EXECUTION

3.1 PREPARATION OF FOUNDATION FOR BURIED STORMWATER SYSTEMS

A. Grade trench bottom to provide a smooth, firm, stable, and rock-free foundation, throughout the length of the pipe.

B. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid, and backfill with clean sand or pea gravel to indicated level.

C. Shape bottom of trench to fit bottom of pipe. Fill unevenness with tamped sand backfill. Dig bell holes at each pipe joint to relieve the bells of all loads and to ensure continuous bearing of the pipe barrel on the foundation.

3.2 INSTALLATION, GENERAL

A. General Locations and Arrangements: Drawings (plans and details) indicate the general location and arrangement of the underground stormwater system piping.

Location and arrangement of piping layout take into account many design considerations. Install the piping as indicated, to the extent practical.

B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert, unless approved otherwise by the Engineer. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings in accordance with manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed. The pipe shall be carefully examined for defects and the inside cleaned. After placing pipe in the trench, the ends shall be wiped free from all dirt, sand and foreign material. All pipe and joints shall be made, handled, and installed in strict accordance with the manufacturer's recommendations and instructions. A copy of the installation manual shall be furnished to the Engineer prior to placing pipe on the job site.
   1. Install concrete pipe in accordance with applicable provisions of American Concrete Pipe Association "Concrete Pipe Field Manual", unless otherwise indicated.
   2. Place concrete pipe with elliptical reinforcing so that the reference lines indicating top of pipe are not more than 5 degrees from vertical plane through longitudinal axis of pipe.

C. Use manholes or catch basins for changes in direction, except where a fitting is indicated. Use fittings for branch connections, except where direct tap into existing sewer is indicated. The Engineer shall be notified at least 24 hours before the pouring of any concrete is to be started, and such pouring shall not be started until the reinforcement has been approved as placed.

D. Install piping pitched down in direction of flow, at minimum slope per plans.

E. Tunneling: Install pipe under streets or other obstructions that cannot be disturbed, by tunneling, jacking, or a combination of both.

3.3 PIPE AND TUBE JOINT CONSTRUCTION AND INSTALLATION

A. Join concrete pipe and fittings with rubber gaskets in accordance with ASTM C 443, and install piping in accordance with applicable provisions of ACPA "Concrete Pipe Installation Manual."

3.4 MANHOLES

A. General: Install manholes complete with accessories as indicated. Form continuous concrete or split pipe section channel and benches between inlets and outlet. Set tops of frames and covers flush with finish surface where manholes occur in pavements. Elsewhere, set tops 3 inches above finished grade, unless otherwise indicated.

B. Place precast concrete manhole sections as indicated, and install in accordance with ASTM C 891.

C. Construct cast-in-place manholes as indicated.

D. Provide rubber joint gasket complying with ASTM C 443 at joints of sections.

E. Apply bituminous mastic coating at joints of sections.

3.5 CATCH BASINS

A. Construct catch basins to sizes and shapes indicated.

B. Set frames and grates to elevations indicated.

3.6 ENDWALLS / HEADWALLS / INLETS

A. Per FDOT standards.

3.7 TAP CONNECTIONS

A. Make connections to existing piping and underground structures so that finished work will conform as nearly as practicable to the requirements specified for new work.

B. Protect existing piping and structures to prevent concrete or debris from entering while making tap connections. Remove debris, concrete, or other extraneous material that may accumulate.

C. Connections to piping and structures shall be made wholely and completely. Connections to structures shall be accomplished through the use of brick and grout unless noted otherwise or otherwise approved by the Engineer.

3.8 FIELD QUALITY CONTROL

A. Testing: Perform testing of completed piping in accordance with local authorities having jurisdiction. All sampling and testing shall be conducted by a testing laboratory under the direction of a Professional Engineer, licensed in the State of Florida, at the Contractor's expense. Submit test results directly to the Engineer. The following tests shall be taken:
   1. 28-day compressive test of concrete, minimum of three test cylinders per 50 cubic yards of concrete poured.
   2. Air content, minimum 1 test for each day's pour.
   3. Slump test, minimum 1 test for each day's pour.
   4. Contractor shall replace materials removed for testing purposes.
   5. Should any work or materials fail to meet the requirements set forth in the plans and specifications, Contractor shall pay for retesting of same.

B. Cleaning: Clear interior of piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.

1. In large, accessible piping, brushes and brooms may be used for cleaning.
2. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.
a. Flush piping between manholes with water, to remove collected debris.

C. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.
1. Make inspections after pipe between structures has been installed, cleaned and approximately 2 feet of backfill is in place, and again at completion of project. Each section of pipe between structures is to show from either end on examination, a full circle of light. Each appurtenance to the system shall be of the specified size and form, neatly and substantially constructed, with the top set permanently to exact position and grade.
2. If inspection indicates poor alignment, debris, displaced pipe, infiltration, or other defects, correct such defects and reinspect. All repairs shown necessary by the inspections are to be made, broken or cracked pipe replaced, all deposits removed and the pipe left true to line and grade as herein specified, or shown on the plans, entirely clean and free from abnormalities and ready for use.

D. Limits of Infiltration and Methods of Testing: The allowable limit of groundwater infiltration for the entire system of new stormwater systems or any one trunk, or interceptor shall be in complete accordance with ASTM C425-71T and shall not exceed a limit of infiltration equal to 0.2 gal/inch diameter/hour/100 linear feet of pipe.
1. The test will be made by measuring the infiltrated flow of water over a measuring weir set up in the invert of the sewer, or by an alternate method approved by the Engineer, a known distance from a temporary bulkhead or other limiting point of infiltration. After the sewer or sewers have been pumped out, and normal conditions prevail, tests shall be started.
2. Tests shall be run continuously for a period of not less than three (3) hours, with weir readings taken at 20 minute intervals. The tests shall be made by the Contractor. The Engineer shall be notified 24 hours in advance. Where infiltration occurs in excess of the specified amount, the defective pipe or joints shall be located and repaired at the expense of the Contractor. If the defective portions cannot be located, the Contractor, at his own expense, shall remove and reconstruct as much of the original work as necessary to obtain a sewer within allowable infiltration limits upon such retesting as necessary.

E. Clean-up: Before final inspection and acceptance, the Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings and grass plots, to as good as condition as existed before work started. All trenches shall be leveled and loose material removed from pavement gutters, sidewalks, pipe lines, and inlet sediment traps, employing hand labor, if necessary.

END OF SECTION 02516 STORMWATER SYSTEM

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SECTION 02703 - TEMPORARY BYPASS PUMPING SYSTEMS FOR STORMWATER SYSTEMS

PART 1 - GENERAL

1.1. SCOPE

A. Under this item, the Contractor is required to furnish all, supervision, labor, materials, equipment, power, maintenance, etc. to implement a temporary pumping system for the purpose of diverting the existing stormwater flow around the work area as needed to construct the project.

B. The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction. Where this specification differs from codes and requirements of the regulatory agencies having jurisdiction, the associated regulatory agencies requirements and pertinent specifications shall govern.

1.2. REQUIREMENTS

Prior to placing the bypass equipment, the Contractor shall submit to the Engineer detailed plans and description outlining provisions and precautions to be taken by the Contractor regarding the handling of existing flows. This plan must include locations, capacities of equipment, materials, operating procedures, and all other incidental items necessary and/or required to ensure proper protection of the facilities, including protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and permit conditions specified in these Contract Documents. No construction shall begin until all provisions and requirements have been reviewed by the Engineer. The plan shall be signed and sealed by a Professional Engineer licensed in the State of Florida whom shall take responsible change for the design of the system.

PART 2 - PRODUCTS

2.1. PUMPS

A. The Contractor shall supply a temporary pumping solution with the necessary primary and, if applicable, secondary pumps to meet flow requirements.

B. All pumps used shall be fully automatic self-priming units that do not require the use of foot valves or vacuum pumps in the priming system. The pumps must be electric-powered primary pumps and diesel-powered backup pumps. However, any diesel-powered pumps or generators cannot be used before 7:00 am and after 7:00 pm unless an emergency occurs requiring redundant or backup pumping. In addition, diesel powered pumps and generators must be equipped with adequate noise attenuating equipment. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows.

C. Total horsepower of electric pumps shall not exceed the horsepower of the surrounding infrastructure due to limitations of existing electrical supply infrastructure.

D. The Contractor shall provide the necessary stop/start controls for each pump.

2.2. SUCTION PIPING

A. Suction piping shall be flanged HIGH DENSITY POLYETHYLENE (HDPE) SDR17 in a size appropriate to satisfy pump design requirements and approval of the Engineer.

B. The pumps shall be installed with a manifold suction pipe from the bypass location to the pump set-up. If individual suction piping per pump is required then the piping shall be constructed in such a way that the piping is grouped to be as space efficient as possible in the manhole to prevent blockages.

2.3. DISCHARGE PIPING

A. Discharge piping shall be flanged HIGH DENSITY POLYETHYLENE (HDPE) SDR17 in a size appropriate to satisfy pump design requirements.

B. Discharge piping shall be installed above ground from the location of the bypass pumps to the bypass fitting. Discharge piping shall be sized appropriately according to the Contractor's Engineer's specifications and approval. Discharge piping shall be placed so as to not conflict with adjacent construction activities and shall be protected from damage from construction activities.

PART 3 - SYSTEM DESCRIPTION

3.1. DESIGN REQUIREMENTS

A. The Contractor shall provide a bypass pumping system including all pipeline plugs, pumps of adequate size to handle specified stormwater flow, and temporary discharge piping to ensure that the total flow can be safely diverted around the construction area during construction while maintaining the existing stormwater systems functionality. Bypass pumping system will be required to be operated 24 hours per day.

B. The Contractor shall have adequate standby equipment available and ready for immediate operation and use in the event of an emergency or breakdown. One standby pump shall be installed, ready for use in the event of primary pump failure.

C. Bypass pumping system shall be capable of bypassing the flow around the work area.

D. Piping shall be sized to maintain acceptable velocities under all flow conditions.

E. Contractor shall obtain a Dewatering Permit for the bypass pumping operation prior to performing any bypass or dewatering operations from the respective permitting authority.

3.2. PERFORMANCE REQUIREMENTS

A. It is essential to the operation of the existing stormwater system that there shall be no interruption in the flow of stormwater throughout the duration of the project at a maintained capacity stipulated and approved by the Engineer. To this end, the Contractor shall provide, maintain and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and backup units as required), conduits, all necessary power, and all other labor and equipment necessary to intercept the stormwater flow.

B. The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility and coordinated with City designated staff. The contractor is responsible for coordination of operational needs of the temporary bypass pumping and its effects with the City designated staff.

C. The Contractor shall provide all necessary means to safely convey the stormwater past the work area. The Contractor will not be permitted to stop to impede the flows under any circumstances.

D. The Contractor shall maintain flow around the work area in a manner that will not cause surcharging of stormwater, damage to existing infrastructure and that will protect public and private property from damage and flooding.

E. The Contractor shall not allow the water level at indicated stormwater structures to rise above annotated elevations and elevations as indicated by the Engineer (NAVD88). Any rise above this water level will cause a significant surcharge and subsequent overflow of upstream canals lines at critical locations.

F. The Contractor shall protect water resources, wetlands and other natural resources.

PART 4 - FIELD QUALITY CONTROL AND MAINTENANCE

4.1. INSPECTION

A. Contractor shall inspect bypass pumping system daily to ensure that the system is working correctly.

B. The contractor shall inspect water levels preceding the current work area and ensure the clear, unrestricted flow within the stormwater system.

4.2. MAINTENANCE SERVICE

The Contractor shall ensure that the temporary pumping system is properly maintained, and a Florida licensed operator shall be on hand for the first 72 continuous hours of operation after initial startup to certify that the pumping system is operating as required by the Owner.

4.3. EXTRA MATERIALS

A. Spare parts for pumps and piping shall be kept on site as required.

B. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

PART 5 - EXECUTION

5.1. PREPARATION PRECAUTIONS

Contractor is responsible for locating any existing utilities in the area the Contractor selects to locate the bypass pipelines. The Contractor shall locate his bypass pipelines to minimize any disturbance to existing utilities and shall obtain approval of the pipeline locations from the City and the Engineer. All costs associated with relocating utilities and obtaining all approvals shall be paid by the Contractor.

5.2. INSTALLATION AND REMOVAL

A. The Contractor shall construct temporary bypass pumping structures only at the access location indicated on the Drawings and/or as may be required to provide adequate suction conduit.

B. Plugging or blocking of stormwater flows shall incorporate a primary and secondary plugging device:

1.) When plugging or blocking is no longer needed for performance and acceptance of work, it is to be removed in a manner that permits the stormwater flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.

C. The Contractor shall exercise caution and comply with OSHA requirements when working in the presence of hazardous gases, combustible or oxygen-deficient atmospheres and confined spaces.

D. The installation of the bypass pipelines is prohibited in all saltmarsh/wetland areas. The pipeline must be located off streets and sidewalks and on shoulders of the roads. When the bypass pipeline crosses local streets and private driveways, the Contractor must place the bypass pipelines in trenches and cover with temporary pavement. Upon completion of the bypass pumping operations, and after the receipt of written permission from the Engineer, the Contractor shall remove all the piping, restore all property to pre-construction condition and restore all pavements. The Contractor is responsible for obtaining any approvals for placement of the temporary pipeline within public ways from the City.

END OF SECTION 02702 - TEMPORARY BYPASS PUMPING SYSTEMS FOR STORMWATER SYSTEMS

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SECTION 03600 GROUT

PART 1 – GENERAL

1.1 DESCRIPTION

A. The Contractor shall provide grout, complete and in place, in accordance with the Contract Documents.

B. The following types of grout are covered in this Section:

1. Epoxy Anchor Grout for Adhesive Anchors
2. Non-Shrink Grout - Class I (cement based)
3. Topping Grout and Concrete Grout Fill
4. Cement Grout
5. Flowable Fill
6. Pressure Grout

1.2 SUBMITTALS

A. Manufacturer's literature containing instructions and recommendations on the mixing, handling, placement, curing, and appropriate uses for each type of grout used in the work.

B. Certifications that grouts used on the project contain no chlorides or other chemicals that cause corrosion.

C. Manufacturer's written warranty.

D. Name and telephone number of grout manufacturer's representative, who will give on-site service. The representative shall have at least one year of experience with the selected grouts.

PART 2 – PRODUCTS

2.1 APPLICATION

Grouts shall be provided as listed below unless otherwise indicated on the Drawings.

APPLICATION	TYPE OF GROUT

Set drilled anchor bolts or rebar embedment	Epoxy Anchor Grout
Fill blocked-out spaces in pre-cast items	Class I Non-Shrink
Repair holes and defects in concrete	Class I Non-Shrink
Fill annular space behind rigid liner	Topping Grout
Construct manhole inverts and benches	Topping Grout
Install toppings less than 3-inches thick	Topping Grout
Install toppings 3-inches thick or greater	Structural Concrete
Make surface repairs to concrete	Cement Grout
Fill out-of-service pipe	Flowable Fill
Repair leaks in manholes and wet wells	Pressure Grout
Any application not listed above	As Specified By Engineer

2.2 EPOXY ANCHOR GROUT

A. Epoxy anchor grout shall conform to ASTM C 881 - Epoxy-Resin Based Bonding Systems for Concrete, Type IV, Grade 3, Class C.

B. Grout shall come in a 2 chambered cartridge with a metering system that provides the proper ratio of hardener and resin. The grout shall also come with a static mixer nozzle to thoroughly mix the hardener and resin together.

C. Epoxy anchor grout shall be capable of being used in submerged applications once cured.

D. Embedment of adhesive anchors or rebar shall be deep enough to develop the strength of the anchor or rebar but shall not exceed 67 percent of the depth of the member.

2.3 CEMENT-BASED GROUTS

A. Generally:

1. Cement-based non-shrink grout shall be a prepackaged, inorganic, fluid, non-gas-liberating, non-metallic, cement-type grout requiring only the addition of water.

2. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged.

3. Grout shall not contain chlorides or additives that may contribute to corrosion.

4. Grout shall be formulated to be used at any consistency from fluid to plastic.

A. Class I Non-Shrink Grout

1. Class I non-shrink grout shall have a minimum 28 Day compressive strength of 5000 psi when mixed at a fluid consistency.

2. Class I non-shrink grout shall meet the requirements of ASTM C 1107, Grade B or C, when mixed to fluid, flowable and plastic consistencies.

3. Grout shall have no shrinkage and a maximum of 0.3 percent expansion in the hardened state when tested in accordance with ASTM C 1090 - Test Method for Measuring Changes in Height of Cylindrical Specimens from Hydraulic-Cement Grout.

B. Topping Grout

1. Grout for topping slabs and basin bottoms shall be composed of cement, fine aggregate, coarse aggregate, water, and admixtures. Materials and procedures indicated for normal cast in place concrete shall apply unless indicated otherwise.

2. Topping grout fill shall contain a minimum of 450 pounds of cement per cubic yard with a maximum water cement ratio of 0.45.

3. Minimum compressive strength of topping grout shall be 3000 psi at 28 days.

4. Aggregate shall be graded as follows:

U.S. STANDARD SIEVE SIZE	PERCENT BY WEIGHT PASSING
1/2 in	100
3/8 in	90-100
No. 4	20-55
No. 8	5-30
No. 16	0-10
No. 30	0

C. Cement Grout

Cement grout shall be composed of one part cement, 3 parts sand, and the minimum amount of water necessary to obtain the desired consistency. Where needed to match the color of adjacent concrete, white portland cement shall be blended with regular cement as needed. The minimum compressive strength at 28 Days shall be

4000 psi.

D. Flowable Fill

Flowable fill is a mixture of portland cement, fly ash, fine aggregate, admixture, and water containing 75-100 pounds of Portland cement per cubic yard and 5% - 35% entrained air with a 28-day compressive strength of 100 psi, and a unit weight of 90 – 100 pounds per cubic yard.

2.4 PRESSURE GROUT

A. Pressure grout shall consist of an acrylic resin chemical grout that forms a cohesive gel in the presence of water with the following characteristics:

1. Minimum ratio of acrylic resin base material to water is 3:1 by volume

2. Higher concentration of acrylic resin base material may be used to increase strength or offset dilution during injection.

3. Must tolerate slight dilution and react in moving water.

4. Cured product is homogeneous, firm, flexible gel, resistant to dehydration, chemically stable, and non-biodegradable.

B. The product shall be designed to rapidly stop flowing leaks in vertical and horizontal concrete and masonry structures. Product shall develop high early compressive and tensile strength.

2.5 CURING MATERIALS

Curing materials shall be in accordance with the drawings and as recommended by the manufacturer of the grouts.

PART 3 – EXECUTION

3.1 GENERALLY

A. Grout shall be stored in accordance with manufacturer's recommendations.

B. Grout shall not be placed until base concrete or masonry has attained its design strength, unless otherwise authorized by the ENGINEER.

C. When cementitious grouts are used on concrete surfaces, the concrete surface shall be saturated with water for 24 hours prior to placement. Upon completion of the saturation period, excess water shall be removed prior to grouting.

D. Concrete substrate shall be dry prior to placement of epoxy grouts.

E. Surfaces that will be in contact with grout shall be free of dirt, loose rust, oil, wax, grease, curing compounds, laitance, loose concrete, and other deleterious materials.

F. Shade the work from sunlight for at least 24 hours before and 48 hours after grouting.

G. Mixing, surface preparation, handling, placing, consolidation, curing, and other means of execution for grouts shall be done according to the instructions and recommendations of the manufacturer.

3.2 GROUTING PROCEDURES

A. Epoxy Adhesive Anchors

Unless otherwise indicated, embedment shall be sufficient to develop the ultimate tensile strength of the anchor or reinforcing bar, but shall not be less than 8 diameters for threaded rod, or 12 diameters for reinforcing or smooth bars.

B. Cement-Based Non-Shrink Grout

1. Grout shall be proportioned and mixed with automatic equipment.

2. Unless otherwise indicated, embedment shall be sufficient to develop the ultimate tensile strength of the anchor or reinforcing bar, but shall not be less than 16 diameters for threaded rod or 24 diameters for reinforcing or smooth bars.

3. When a bolt diameter is one-inch or less, the hole diameter shall be a minimum of two inches. When the bolt diameter is greater than one-inch, the hole diameter shall be at least twice the bolt diameter.

4. Drilled holes shall be saturated with water and the excess water removed before installation of an anchor.

5. The non-shrink grout shall be placed in the holes in a non-sag consistency. The grout shall be placed in the holes before the anchor and then the anchor inserted and vibrated to ensure proper coverage.

C. Topping Grout

1. To ensure bonding to the base slab, the base slab shall be given an exposed aggregate finish.

2. The minimum thickness of grout topping and concrete/grout fill shall be one-inch.

3. The base slab shall be thoroughly cleaned and wetted to saturated surface dry condition prior to placing topping. No topping grout shall be placed until the slab is completely free from standing pools or ponds of water. A thin coat of neat cement grout shall be broomed into the surface of the slab just before topping or fill placement.

4. Topping grout placed on sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the placement.

5. The surface shall be tested with a straight edge to detect high and low spots which shall be immediately eliminated. When the topping has hardened sufficiently, it shall be steel troweled to a smooth surface free from pinholes and other imperfections. An approved type of mechanical trowel may be used as an assist in this operation, but the last pass over the surface shall be by hand-troweling. During finishing, no water, dry cement, or mixture of dry cement and sand shall be applied to the surface.

6. As soon as the topping is completed, coat surface with a curing compound.

D. Pressure Grout

1. Walls:

   a. Drill injection holes in the structure wall in a staggered manner to protect the structural integrity of the structure and to provide adequate distribution of grout to soil. Holes shall be spaced with vertical intervals of 2 feet near the joints and with up to four holes per joint as directed by the Engineer. Care shall be taken not to cause damage to the existing joint gasket.

   b. Grout shall be injected through the holes under pressure with a suitable probe. Inject grout into lowest holes first. Grout travel shall be verified by observation of grout to adjacent injection holes and defects. Engineer will witness the injection to document that grout flows from injection holes.

   c. Maximum injection pressure shall be 60 psi at the inlet. Pressure to be adjusted to suit ambient groundwater pressure. Contractor shall repair all manhole damage caused by pressure injection at no extra cost.

   d. Injection holes shall be patched with substrate material and troweled flush with surface of manhole wall.

   e. Clean up all debris caused by sealing paying particular attention to pipes and troughs.

2. Seals:

   a. Two injection holes shall be located at the pipe seal. Additional holes may necessary for large diameter pipes. Contractor is responsible for damage to existing pipe as a result of the application pressure, drilling operations, or any other activities. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes if necessary to ensure grout travel.

   b. Injection holes shall be patched with substrate material and troweled flush with surface of wall.

   c. Clean up all debris caused by sealing paying particular attention to pipes and troughs.

END OF SECTION 03600 – GROUT

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APPENDIX A

ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT PERMIT

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November 08, 2024

Thomas S Baker – *Sent via email:* Thomas.Baker@mlbfl.org
City of Melbourne - Utility
2885 Harper Rd
Melbourne, FL 32904-1154

SUBJECT: Permit Number: 129136-2
Project Name: D.B Lee Water Reclamation Facility Ditch Piping

Dear Mr. Baker:

Enclosed is your individual permit issued by the St. Johns River Water Management District on November 08, 2024. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:
If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:
Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), “Request to Transfer Permit,” available at http://www.sjrwmd.com/permitting/permitforms.html.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,

Jeff Prather, Division Director
Division of Regulatory Services
St. Johns River Water Management District
2501 S. Binion Rd
Apopka, Fl 32703
321-676-6609

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File
Jennifer S Spagnoli – *Sent via email:* Jennifer.Spagnoli@mlbfl.org
City of Melbourne - Public Works and Utility Director
Fariborz S Zanganeh – *Sent via email:* fzanganeh@infrastructureSS.com
Infrastructure Solution Services

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 129136-2 **DATE ISSUED:** November 08, 2024

PROJECT NAME: D.B Lee Water Reclamation Facility Ditch Piping

A PERMIT AUTHORIZING:
Construction and operation of a Stormwater Management System for a 1.3-acre project known as D.B. Lee Water Reclamation Facility Ditch Piping as per plans received by the District on October 14, 2024.

LOCATION:
Section(s): 21 Township(s): 27S Range(s): 37E
Brevard County

Receiving Water Body:

Name	Class
Indian River Lagoon	III Marine

ISSUED TO:
City of Melbourne - Utility
2885 Harper Rd
Melbourne, FL 32904-1154

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified, or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:
See conditions on attached “Exhibit A”, dated November 08, 2024

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: Marjorie D. Cook

Marjorie Cook
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 129136-2
D.B Lee Water Reclamation Facility Ditch Piping
DATED: November 08, 2024

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

   b. For all other activities — "As-Built Certification and Request for Conversion to

Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

   b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

   b. Convey to the permittee or create in the permittee any interest in real property;

   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant’s submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

21. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant

associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

22. The proposed project must be constructed and operated as per plans received by the District on October 14, 2024.

Notice of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *sjrwmd.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on ____________________:

(Name and address of applicant) ______________________________________ permit#____________________. The project is located in _____________County, Section ________, Township ________ South, Range ________ East. The permit authorizes a surface water management system on ________ acres for ____ known as ____________________. The receiving water body is ________________.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA
Gainesville Sun, Legal Advertising
2700 SW 13th Street
Gainesville, FL 32608
866-858-9652

BAKER
Baker County Press, Legal Advertising
P. O. Box 598
Maclenny, FL 3206 3
904-259-2400/ fax 904-259-6502

BRAFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

BREVARD
Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

CLAY
Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

DUVAL
Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

FLAGLER
Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

INDIAN RIVER
Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

LAKE
Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

MARION
Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

NASSAU
News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

OKEECHOBEE
Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

ORANGE
Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

OSCEOLA
Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM
Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

ST. JOHNS
St. Augustine Record, Legal Advertising
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(386) 681-2322

DIVISION “H”
SPECIAL CONDITIONS

SPECIAL CONDITIONS

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DIVISION "H"
SPECIAL CONDITIONS

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SPECIAL CONDITIONS

1. INTENT AND SCOPE

The improvements under this Contract consist of furnishing all labor, equipment, materials, and performing all operations necessary to execute the work covered in the Plans and in accordance with these Specifications.

All existing utilities shall be located and care shall be exercised when work is to be accomplished over or around these utilities. Utilities that may be in conflict shall be exposed for location and elevation prior to proceeding with construction.

2. DAMAGE TO EXISTING STRUCTURES AND UTILITIES

The Contractor shall be responsible for, and make good, all damage to pavement, concrete, buildings, telephone, or other cables and conduits, water pipes, irrigation lines, or other structures beyond the limits of this Contract which may be encountered, whether or not shown on the Plans.

Information shown on the Plans as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the locations, character, and depth of any existing utilities resulting from his activities.

The Contractor shall be responsible for coordinating all location work with various utilities such as Florida Power & Light, AT&T Southeast, City Gas, City of Melbourne, Cablevision, Fiber Plus, Inc., KMC Telecom, MCI WorldCom, etc. The Contractor shall coordinate with utility owners for supporting of any utility poles.

The Owner shall not be responsible for reimbursing any costs associated with this work.

3. CONTRACTOR RESPONSIBILITIES

The Owner, Engineer, and their Consultant/Representatives/Agents shall not be responsible for any actions taken by the Contractor, negligence of the Contractor, and/or the failure of the Contractor to maintain safe working conditions during the Contractor's performance of the work included in this Contract.

The Contractor shall be solely responsible for the quality of work performed; the construction means, methods, procedures, techniques, and sequences of construction performed in the execution of the work; and for ensuring that the work is performed in accordance with the Contract Documents.

Further, the Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, materials, and equipment used in the performance of the work. The Contractor shall be responsible for taking all necessary precautions for the safety of and shall provide the protection necessary to prevent damage, injury, or loss to all persons on the work site; all persons who may be affected by the work either directly or indirectly; all the work, materials and equipment to be incorporated therein, whether in storage on or off the site; and all property at the site or adjacent thereto including, but not necessarily limited to, trees, shrubs, lawns, sprinklers, fences, walks, driveways, pavement, roadways, structures, utilities, etc.

4. PROTECTION OF PRIVATE PROPERTY

It shall be incumbent upon the Contractor to protect private and public property. The Contractor shall notify the fire department at least seven days prior to beginning his construction operations. Private property outside the limits of construction and/or street rights-of-way that are disturbed by construction shall be restored by the Contractor to its original condition at the Contractor's expense. There shall be no extra pay for this work and the anticipated cost of the work must be included in the Contract price.

5. DEWATERING

A St. Johns River Water Management District Consumptive Use Permit will be obtained and paid for by the contractor if any of the following thresholds are exceeded:

a) Dewatering pumps are capable of pumping more than 1,000,000 gallons per day.
b) Average pump discharge exceeds 100,000 gallons per day.
c) Pump discharge pipe is greater than 6 inches in diameter.

6. SAFETY

Prior to the start of construction, the Contractor shall furnish to the Engineer with the job/company safety plan to include the name of the safety person responsible to implement and oversee the plan assigned to this Project.

7. EXISTING CONDITIONS

Locations, elevations, size and material of existing structures, piping, irrigation facilities, electrical facilities, etc., are not guaranteed. It shall be the Contractor's responsibility to physically locate and verify, horizontally and vertically, all facilities, utilities and size and type of material prior to ordering materials or starting any portion of construction. The Contractor shall immediately notify the City Engineer and the Consultant of any differing site conditions, which may affect existing or proposed City utilities. Cost of locates and verification to be incidental to the project and no additional payment shall be made.

8. SPECIAL CONSTRUCTION NOTES

B. The Contractor shall provide erosion and sediment control in conformance with the Erosion and Sediment Control Designer and Review Manual by FDOT/FDEP. Cost shall be included in the total bid.

C. The Contractor shall protect edge of pavement, curbing, driveways, concrete slabs, landscaping, buildings, utility appurtenances and pavement outside the limits of construction. The Contractor at no cost to the City shall replace damaged or undermined areas. Repaired items shall match existing unless otherwise directed by the Engineer.

D. Prior to applying sod, the contractor shall consult the Consultant and the City of Melbourne for an inspection of the affected areas to assure acceptable grading.

E. The Contractor shall be accompanied by the job superintendent and all major subcontractors to the pre-construction conference.

F. There may be irrigation lines and sprinkler heads within the limits of construction, which have not been located or shown. The Contractor shall notify the property owner to remove the irrigation lines and sprinklers in the right of way at least two (2) weeks prior to construction. If the property owner does not remove private irrigation system in a timely manner, the contractor is to cut, plug and reference the existing lines at the limits of construction. Any costs incurred for this work shall be included in the various bid items in the contract.

G. All work called for in the notes, plans, technical specifications, etc., whether specific or implied, shall be paid for under the various bid items in the contract.

H. Driveways and parking areas to private and public property, park facilities, residences, businesses, etc., and all public street connections shall remain open except for very short periods associated with a critical, momentary point of construction operation.

I. Contractor shall submit a Maintenance of Traffic (M.O.T.) plan for approval by the City's designated Engineer prior to the start of construction.

I. Unrestricted single lane closures will be allowed except for Saturdays, Sundays, Holidays or when Brevard County is under a Hurricane Watch as issued by National Hurricane Center. Single lane closures can be either an auxiliary lane or through lane. Closing a left turn lane and a through lane at the intersection simultaneously will be not allowed.

J. Unrestricted single lane closures on Saturdays, Sundays, or Holidays are subject to approval by the City of Melbourne. A written request must be submitted to the City of Melbourne 72 hours in advance. No unrestricted single lane closures will be allowed during a Hurricane Watch.

K. The Contractor shall notify the City of Melbourne's Engineering Department at 321-608-7300 seventy-two (72) hours prior to any lane closure.

9. <u>LICENSES, PERMITS, COMPLIANCE WITH LAWS</u>

A. Paragraph 10.1 of the General Conditions is hereby modified as follows:

10.1 Except to the extent otherwise set forth in the Special Conditions, the provisions in this Section 10 shall apply. ~~The Contractor shall obtain City building permits.~~ The Contractor shall obtain the Generic Permit for Construction Discharge for large and small construction activities (CGP) through the Florida Department of Environmental Protection. All other required permits shall be obtained by the City of Melbourne.

10. <u>AUTHORITY TO SUSPEND CONTRACTOR'S OPERATIONS</u>

The Engineer has the authority to suspend the Contractor's operations, wholly or in part. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations.

The City may grant an extension of Contract time when determined appropriate in the City's sole judgment. No additional compensation or time extension will be paid or granted to the Contractor when the operations are suspended for the following reasons:

a. The Contractor fails to comply with the Contract Documents.
b. The Contractor fails to carry out orders given by the Engineer.
c. The Contractor causes conditions considered unfavorable for continuing the Work.

The Contractor shall comply immediately with any suspension order. The Contractor shall not resume operations until authorized to do so by the Engineer in writing. Any operations performed by the Contractor, and otherwise constructed in conformance with the provisions of the Contract, after the issuance of the suspension order and prior to the Engineer's authorization to resume operations, will be at no cost to the City. Further, failure to immediately comply with any suspension order will also constitute an act of default by the Contractor and is deemed sufficient basis in and of itself for the City to declare the Contractor in default, with the exception that the Contractor will not have ten calendar days to correct the conditions for which the suspension was ordered.

END OF SECTION

Melbourne City Council
November 13, 2025
City Manager's Item Report

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

Subject:
Professional engineering services task order with Iteris, Inc., Tampa, FL for Citywide Traffic Signal Retiming.

Background/Consideration:
City Council approved a continuing professional consulting services contract with Iteris, Inc, at the June 13, 2023 Council meeting for traffic signal retiming and related services.

Task Order No. Iteris 002 is a continuance of the City's ongoing efforts to monitor and improve traffic flow throughout Melbourne by optimizing signal timing. Traffic patterns and volumes do shift from year to year with new development and changes in driving habits by residents. By reviewing traffic counts and using counts to modify intersection signal timing, delays are reduced at the intersections, accidents may be reduced by improving safety, and greater consistency is provided in travel planning for commuters and business commerce, along with reducing driving frustration.

The scope of work includes evaluating existing traffic conditions at key intersections along Babcock Street, Hibiscus Boulevard, NASA Boulevard, Dr. Martin Luther King Jr. Boulevard, US 1, US 192, and Eau Gallie Boulevard (see exhibits for locations), in conjunction with the Florida Department of Transportation data collection effort; by collecting additional data on traffic volume and intersection turning movements; preparing and implementing new traffic signal timing plans; and reviewing and revising the new timing plans to ensure optimal traffic flow based upon the current traffic conditions. The agenda materials provide detail on the breakout of costs and describe the detailed scope of services. The contractor is expected to complete work within 246 calendar days from the issuance of Notice to Proceed.

Fiscal/Budget Impact:
Funding is available within the capital improvement project budget, Project No. 64425, Traffic Signal Timing Plans.

Requested Action:
Approval of Task Order No. Iteris 002 to Iteris, Inc. of Tampa, FL for engineering services for Citywide Signal Retiming, Project No. 64425, in the not to exceed amount of $296,728.62.

Memorandum

To: Jenni Lamb, City Manager

Marla Keehn, Management and Budget Officer

Thru: James Ennis, City Engineer

From: Patrick Cooke, Engineering Project Manager

Date: 10/24/2025

Re: Task Order No. ITERIS 002 to Continuing Consultant Contract for Professional Engineering Services for Traffic Signal Timing with Iteris, Inc., for Timing Studies-Babcock/Hibiscus/Dr. Martin Luther King Jr./192/US1, Project No. 64425

This is a task order with Iteris, Inc., for professional engineering services to provide a traffic timing study on fifty six (56) intersections associated with the Babcock Street/Hibiscus Boulevard/NASA Boulevard/Dr. Martin Luther King Jr. Boulevard/US 1 corridors, US 1 from Nasa Boulevard to Post Road, US 192 from Dr. Martin Luther King Jr. Boulevard to Waverly Place, and Eau Gallie Boulevard from US 1 to Pineapple Avenue.

Background

Traffic timing studies and retiming efforts result in a more positive flow of traffic along the intersecting corridors and develop optimum signal timing to improve traffic flow within the centralized area of Melbourne and US 1. The intent is to shorten delays by reducing the number of stops at red lights, improve overall safety by reducing accidents, provide greater consistency in travel planning for commuters and business commerce, and reduce driving frustration. Traffic timing patterns typically degrade to a point where the benefits may no longer exist after three to five years.

Florida Department of Transportation (FDOT) has also hired Iteris, Inc., to perform a retiming project for weekday traffic on US 1, US 192, Nasa Boulevard, and Babcock Street. These 39 FDOT intersections will be evaluated for weekday traffic only. Since weekday and weekend traffic patterns differ greatly in Melbourne, staff has found that additional improvements to traffic flow can be made by evaluating and implementing weekend traffic signal retiming. Additionally, there are seventeen (17) City intersections on Babcock Street, Dr. Martin Luther King Jr. Boulevard, NASA Boulevard, and Hibiscus Boulevard that are considered part of the intersecting corridor and are not included in the FDOT retiming project. These 17 intersections should be included in the retiming efforts to optimize traffic flow.

Scope of Services

The scope of work includes evaluating existing traffic conditions along Babcock Street, NASA Boulevard, Dr. Martin Luther King Jr. Boulevard, Hibiscus Boulevard, US 1, and US 192; collecting additional data on traffic volume and intersection turning movements; preparing and implementing new traffic signal timing plans; and reviewing and revising the new timing plans until the best possible traffic flow for the overall conditions are obtained. Recommendations will include improvements to the cycle lengths, phase sequences, and phase splits at the signals to improve mobility throughout the corridor. More specifically, weekend retiming will be performed for the 39 FDOT intersections and full retiming (weekday and weekend) for 17 City intersections.

Compensation and Schedule
The cost of the timing study is $296,728.62. It is anticipated that the proposed work will be completed by June 30, 2026.

Funding
Funding is available in the Project No. 64425.

Recommendation
Recommend approval of Task Order No. 002 to the continuing contract for Professional Engineering Services for Traffic Signal Timing with Iteris, Inc. in the amount of $296,728.62.

CONTINUING CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL RETIMING PROGRAM
between
THE CITY OF MELBOURNE
and
ITERIS, INC.

This Task Order made and entered into this ____ day of ___________, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL RETIMING PROGRAM, dated June 16, 2023, by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and ITERIS, INC., of Tampa, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain PROFESSIONAL ENGINEERING SERVICES as outlined in the attached SCOPE OF SERVICES for **Citywide Signal Retiming**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

Whereas, the CITY and the ENGINEERS have completed successful negotiations for said CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL RETIMING PROGRAM, as defined in the SCOPE OF SERVICES.

The CITY hereby employs the ENGINEERS as CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL RETIMING PROGRAM for the work as outlined in the SCOPE OF SERVICES and the ENGINEERS accept employment to perform certain Professional Services as outlined in the SCOPE OF SERVICES.

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within **246** calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed **$296,728.62** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL RETIMING PROGRAM. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL RETIMING PROGRAM. All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL RETIMING PROGRAM, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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

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

Approved by City Engineer
as to content:

____
James Ennis, P.E.

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

____
Jenni Lamb, City Manager

ATTEST:

____
Kevin McKeown, City Clerk
(SEAL)

ITERIS, INC.

____
Brian Gerken, Director, Business Operations

EXHIBIT A: WORK ORDER SCOPE AND FEE PROPOSAL

Project: **CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL RETIMING PROGRAM**

Work Order Number: 002
Work Order Description:
Full Signal Retiming: Hibiscus, NASA, Airport & Babcock Corridors (17 Intersections); Weekend Signal Retiming: US 1, SR 518, US 1, SR 507, SR 508 & US 192 (39 Intersections)
Anticipated Work Order Completion Date: 6/30/2026

The primary services to be provided by the ENGINEER are the execution of the signal retiming program. Signal systems will be retimed for weekday and/or weekend operation with the number of patterns determined by the data collection effort and approved by CITY. When authorized to proceed with standard Corridor Retiming Services in connection with an improvements project, the ENGINEER will provide the following:

A. Project Management, Coordination, and Meetings. The ENGINEER and the CITY may initiate each task order via a kickoff meeting attended by the ENGINEER Project Manager, key consultant staff and the CITY Project Manager and their key staff. In addition to discussing administrative issues, the kickoff meeting will be a working technical meeting to establish project goals and objectives. The ENGINEER shall provide meeting minutes for all meetings.

B. Data Collection and System Analysis. Data Collection and System Analysis identifies all efforts to collect data and perform traffic operations analysis. The following data collection efforts will be performed by the ENGINEER.

   1. The ENGINEER will analyze 7-day machine counts at multiple locations within the system. This information will be used to determine system peak hours and as input to determining the pattern transition times. Machine counts may be performed using any platform acceptable to the CITY.
   2. For all intersections identified in the Task Order, the ENGINEER will perform appropriate field reviews to develop knowledge of intersection and system components. The ENGINEER shall use an intersection data collection summary sheet and checklist acceptable by the CITY.
   3. The ENGINEER will determine the AM, Midday, PM, and Off-Peak periods for both weekdays and weekend days for which 8-hour turning movement counts (TMCs) at each of the project intersections will be collected, as applicable for select intersections. 8-hour TMCs will be collected on both average weekday and weekend days when schools are in session and not during holiday weeks. Weekend TMC periods may be adjusted based on the identified peak hours. TMCs may be performed using any process acceptable to the CITY.
   4. Traffic signal programming data will be obtained from the CITY's ATMS central system software. The ENGINEER shall be experienced with Trafficware's ATMS central system software and local controller/cabinet operation.

5. The ENGINEER may be required to perform saturation flow rate studies to determine local prevailing saturation flow rates. This information will support the calibration efforts of the Synchro model.
6. If available, collision diagrams indicating crashes from the last three years will be provided by the CITY if requested. In the absence of collision diagrams, available crash data will be provided by the CITY as requested.
7. Existing conditions Synchro models will be developed after the field reviews, signal programming data are obtained, and volume studies are completed. An existing conditions Synchro model will be developed for each period under evaluation for retiming. If the corridor has been recently retimed and an accurate Synchro model is available, the ENGINEER may be asked to review and update.
8. Tru-Traffic with GPS interface will be used to perform “before” travel time runs, benchmarking current corridor operations. Specific time periods for travel time runs will be determined after the 7-day machine counts are completed and analyzed and approved by the CITY.

Deliverables include a calibrated baseline Synchro model for each period of analysis and completed intersection conditions diagrams. Both the Synchro file (for each period) and the Tru-Traffic travel time runs (for each period) serve to benchmark current operational conditions and will be summarized as a project deliverable.

C. Develop Traffic Signal Timing Plans. The following identifies all the required tasks to develop new signal timing plans and prepare for implementation:

1. The development of optimized timing for each pattern (cycle, offset, splits, and sequence) will be completed using the latest CITY adopted version of Synchro and in accordance with the stated project goals.
2. Although the intersections in the study area may already be divided into systems, analysis of adjacent intersection coordination or non-coordination will be performed to improve intersection and corridor operations. The ENGINEER will make such recommendations as appropriate. No changes shall be made to the systems without approval of the CITY.
3. The number of timing patterns and pattern change times will be determined using the 7-day machine count data and approved by the CITY, but will typically include peak periods for AM, MD, and PM and off-peak periods. This includes developing patterns for weekday conditions as well as weekend conditions.
4. The basic timing parameters will be updated. Specifically, clearance calculations for vehicles and pedestrians will be recalculated based on FDOT TEM 3.6 and any supplement guidance from the CITY. All phase options and phase timings are to be reviewed and updated as appropriate.
5. The travel time runs completed in the data collection phase will be reviewed and used as input to the timing plan development.
6. The available crash records or collision diagrams will be reviewed. In locations where an identified crash rate is available, study intersection crash rates will be compared to see if above average rates exist and if countermeasures can be implemented to reduce the crash rates.

The ENGINEER shall submit a pre-implementation memo to the CITY with the proposed timings. The CITY will provide prompt review. Upon approval of the ENGINEER’s timing plans and after any requested changes are conducted, all intersection database changes will be updated in the CITY’s central system.

D. Deploy Traffic Signal Timing Plans. After acceptance of the proposed patterns by the CITY, implementation week will be scheduled at the convenience of both the ENGINEER and the CITY.

   The ENGINEER shall be prepared to perform all implementation tasks without required participation from the CITY; however, the CITY will monitor the ENGINEER for compliance. Once downloaded, the ENGINEER will immediately review the operation of each intersection and pattern without exception.

   In the case that any equipment is not functioning as designed, inoperative or if additional hardware or cabinet modifications are required, the ENGINEER staff shall give verbal notification of the problem to the CITY immediately. The ENGINEER will document in the final report, the nature, extent, and probable solution(s) to the problems if the repairs are not completed.

E. Fine-Tune Field Operations. Fine-tuning will generally consist of offset and split changes but has also included more robust changes or additions to patterns based on additional findings during implementation. The result will be a multi-day review of each pattern's performance to ensure the project goals are being met. The CITY shall provide final acceptance prior to closing out implementation efforts. This would typically involve a check ride of the corridor to ensure performance improvements are in line with project goals.

   After the fine-tuning efforts are completed, post-implementation travel time runs shall be performed in the same manner as in Task B, item 8. Timing changes will then be updated in the post-implementation Synchro files.

   Follow-Up during Stabilization Period. Traffic signal retiming projects generally require follow-up after a period of stabilization in which citizens typically call in with complaints and concerns, referred to as the public monitoring period. The ENGINEER will return to the project and conduct follow-up efforts as needed to address legitimate public comments.

F. Performance Evaluation. The performance evaluation step is important so that the benefits of the retiming efforts can accurately be portrayed along with the costs. This will involve comparison of the before and after Synchro files and Tru-Traffic files. The difference in both cases is the impact of the retiming efforts.

   A benefit to cost ratio analysis will be conducted. A full engineering report documenting the tasks performed, data collected, and analysis conducted will be prepared, signed and sealed by a Florida licensed Professional Engineer.

   Final deliverables will include hard copy reports signed and sealed by a licensed Professional Engineer with a CD containing: all Synchro and Tru-Traffic files (electronic), all data collection files (electronic), pdf version of the report, and any other miscellaneous work products.

SCOPE OF WORK	COST
A. Project Management, Coordination and Meetings	$17,001.46
B. Data Collection and System Analysis	$104,970.44
C. Develop Traffic Signal Timing Plans	$55,016.96
D. Deploy Traffic Signal Timing Plans	$6,293.12
E. Fine-Tune Field Operations	$87,470.60
F. Performance Evaluation	$25,976.04
Total Cost	**$296,728.62**

Project Intersection List

City Project Intersection List (Full Retiming Weekday and Weekends)		
ID	**Main Street**	**Side Street**
1009	Babcock St (SR 507)	Hibiscus Blvd
1006	Babcock St (SR 507)	Bulldog Blvd
1079	Babcock St (SR 507)	Apollo Blvd
1005	Babcock St (SR 507)	Brevard Dr
	Hibiscus Blvd	Evans Road
6024	Hibiscus Blvd	Gateway Dr
6023	Hibiscus Blvd	Dairy Rd-Woody Burke Dr
6021	Hibiscus Blvd	Airport Blvd
6022	Hibiscus Blvd	Apollo Blvd
6025	Hibiscus Blvd	Hickory St
7001	Airport Blvd	Eddie Allen Rd
7002	Airport Blvd	Rialto Place
	Airport Blvd	Apollo Blvd
5069	NASA Blvd (SR 508)	Grumman Ln
5068	NASA Blvd (SR 508)	Evans Rd-Commerce Ln
5077	NASA Blvd (SR 508)	Gateway Dr
5076	NASA Blvd (SR 508)	Grumman Ln-Woody Burke Dr

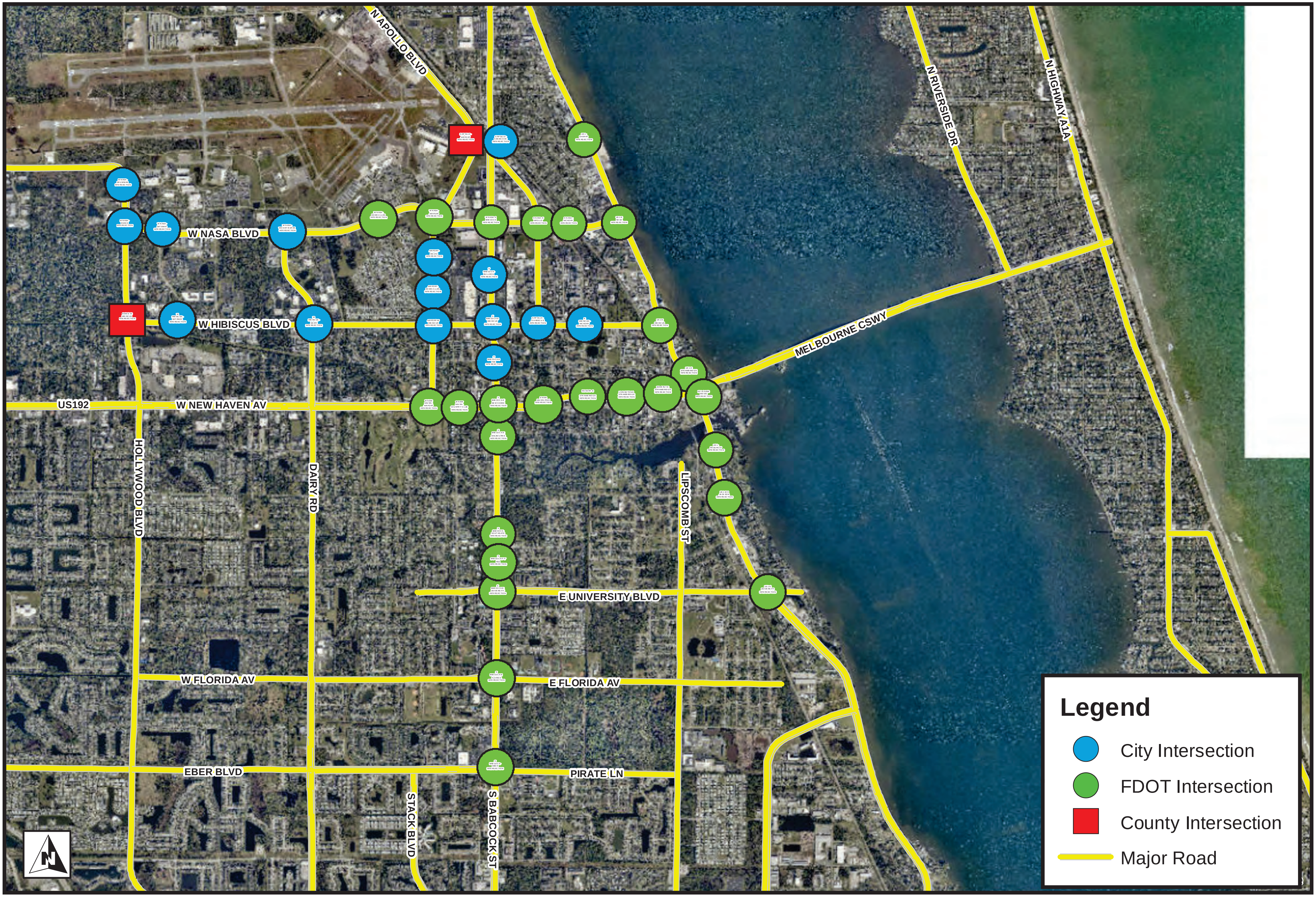
Project Intersection list continued next page.

Project Intersection List

Project Intersection List – Weekend Timings Only		
ID	**Main Street**	**Side Street**
4059	US 1	NASA Blvd (SR 508)
4058	US 1	Cherry St
4057	US 1	Babcock St (SR 507)-Ballard Dr
4056	US 1	Sarno Rd
3055	US 1	Eau Gallie Blvd (SR 518)
4054	US 1	Aurora Rd (CR 511)
4053	US 1	Lake Washington Rd-Riverdale Dr
4052	US 1	Parkway Dr
4050	US 1	Post Rd
5065	NASA Blvd (SR 508)	Eddie Allen Rd
5031	NASA Blvd (SR 508)	Airport Blvd
1011	NASA Blvd (SR 508)	Babcock St (SR 507)
5032	NASA Blvd (SR 508)	Apollo Blvd
5033	NASA Blvd (SR 508)	Hickory St
2034	US 192 (New Haven Ave)	Airport Blvd
2035	US 192 (New Haven Ave)	Country Club Rd
1036	US 192 (New Haven Ave)	Babcock St (SR 507)
2037	US 192 (New Haven Ave)	New Haven Ave (SR 500)-Pine St
2046	US 192 (New Haven Ave)	Hickory St
2047	US 192 (New Haven Ave)	Livingston St
2048	US 192 (New Haven Ave)	Waverly Pl
	Babcock St (SR 507)	Sunlake Rd
1012	Babcock St (SR 507)	Eber Rd-Pirate Ln
1008	Babcock St (SR 507)	Florida Ave
1015	Babcock St (SR 507)	University Blvd
1014	Babcock St (SR 507)	FIT Pedestrian Crossing
1013	Babcock St (SR 507)	Southgate Blvd
1010	Babcock St (SR 507)	Melbourne Ave
1007	Babcock St (SR 507)	Fee Ave
3066	Eau Gallie Blvd (SR 518)	Walmart
3016	SR A1A	Eau Gallie Blvd (SR 518)
	SR A1A	Holy Name of Jesus
8004	SR A1A	Paradise Blvd
0129	Eau Gallie Blvd (SR 518)	Croton Rd
3017	Eau Gallie Blvd (SR 518)	N Apollo Blvd-Comodore Blvd
3030	Montreal Ave (SR 518 EB)	Highland Ave
3078	Montreal Ave (SR 518 EB)	Pineapple Ave

3018	Eau Gallie Blvd (SR 518 WB)	Pineapple Ave
3019	Eau Gallie Blvd (SR 518 WB)	Highland Ave

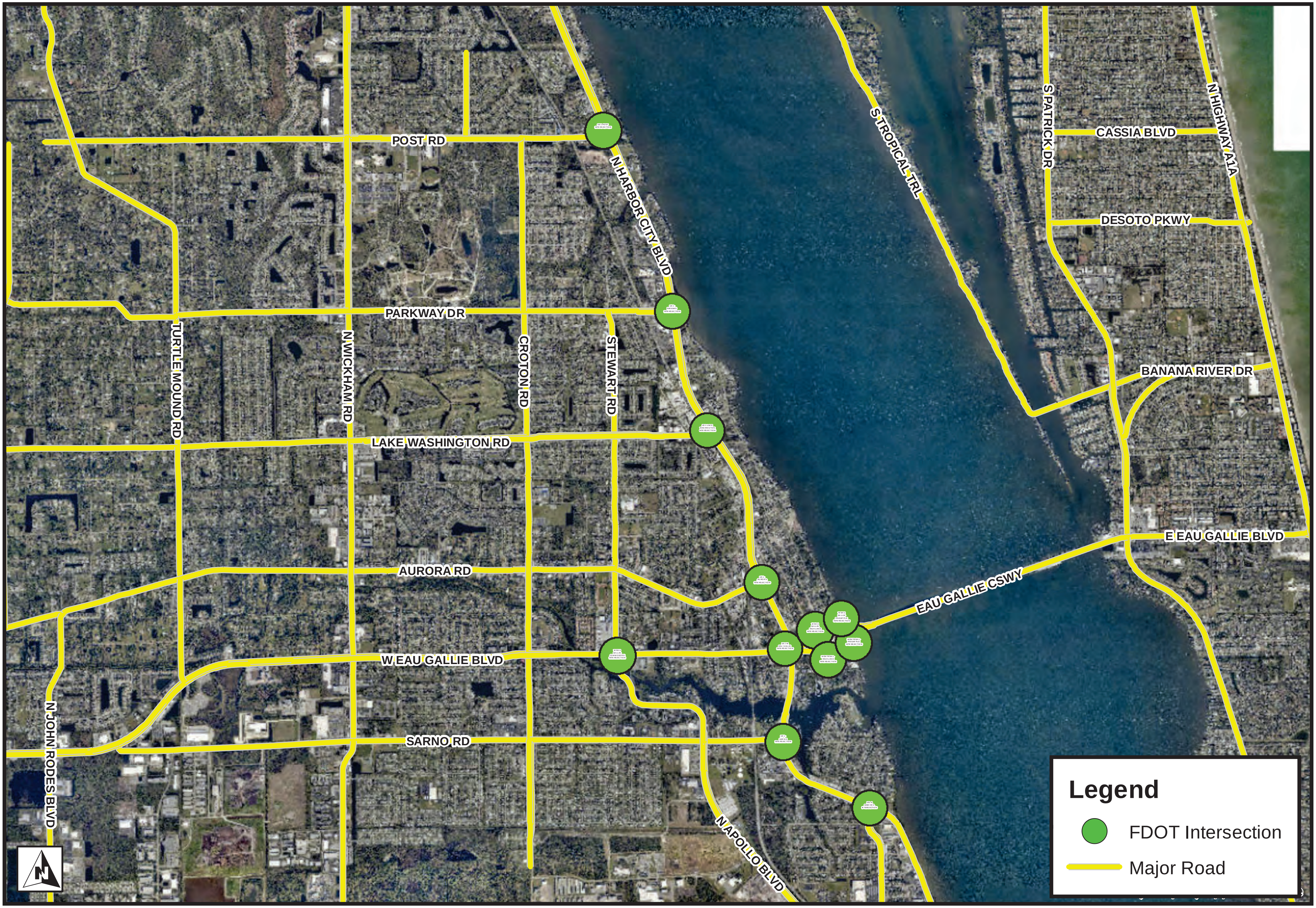
SOUTH INTERSECTION 2025 RETIMING EXHIBIT



CITY INTERSECTIONS - *CITY WEEKDAY AND WEEKEND TIMING
(*BABCOCK ST/FEE AV INTERSECTION FDOT WEEKDAY TIMING)
COUNTY INTERSECTIONS - CITY WEEKDAY AND WEEKEND TIMING
FDOT INTERSECTIONS - FDOT WEEKDAY TIMING AND CITY WEEKEND TIMING

City of Melbourne
The Harbor City
Engineering

NORTH INTERSECTION 2025 RETIMING EXHIBIT



<u>FDOT INTERSECTIONS</u> - FDOT WEEKDAY TIMING AND CITY WEEKEND TIMING

City of Melbourne The Harbor City Engineering

Melbourne City Council
November 13, 2025
City Manager's Item Report

Department:	Engineering/Public Works & Utilities
Presenter:	James Ennis
Council District:	5
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.11.

Subject:
Request to utilize the City's Horizontal Directional Drilling Services Contract with Concurrent Environmental Services LLC, Rockledge, FL for the relocation of water mains in support of the Bowe Gardens K1/K2 Resurfacing Restoration Project, Project No. 64619.

Background/Consideration:
The Bowe Gardens K1/K2 Resurfacing Restoration Project (Project) involves the full reconstruction of the roadways within the subdivision by replacement of the upper 27-inches of roadway with an engineered roadway base and sub-base system to address the high water table located in the Bowe Gardens Subdivision. The project design was completed in 2022. City Council approved the execution of the construction contract for the Project at the November 26, 2024, Council Meeting.

After project construction began, the City's existing water mains within the subdivision were found to be installed at an inadequate depth that interfered with the installation of the 27-inch thick roadway profile. Standard installation of water mains requires a minimum of 36-inch depth. Additionally, the water mains are comprised of asbestos cement pipes, which are very susceptible to breakage due to vibration or compactive efforts associated with roadway construction. The designer and City staff assessed multiple options to adjust the roadway profile and avoid impacting the existing water main system. It was determined the most practical solution was for the water main at the roadway intersection to be lowered to allow for the new base material to be installed and to allow for the asbestos cement pipe to be replaced in areas where it would have been especially susceptible to damage.

Staff obtained a quote in the amount of $473,301.81 to perform the relocation work under the City's existing horizontal directional drill services contract with Concurrent Environmental Services, LLC. The scope of work will include replacement of approximately 2,745-feet of 6-inch water main, installation of three line stops, de-watering, six (6) fire hydrant replacements, along with the supporting fixtures and fittings.

A copy of the continuing services contract is available for review in the Procurement Division and the full details of the scope of work can be found in the attached supporting documents.

Fiscal/Budget Impact:
Funding is available in the Capital Improvement Project Budget, Project No. 64619.

Requested Action:

Approval to utilize the City's Horizontal Directional Drill Contract with Concurrent Environmental Services, LLC, Rockledge, FL for the relocation of water main in support of the Bowe Gardens K1/K2 Resurfacing, Project No. 64619,in the amount of $473,301.81.

Memorandum

To: Jenni Lamb, City Manager
Marla Keehn, Management and Budget Officer

Thru: James Ennis, City Engineer

From: J. Danielle Straub, Assistant City Engineer

Date: October 28, 2025

Re: Contract Services waterline relocation for the Bowe Gardens K1/K2 Resurfacing Restoration Project, Project No. 64619

The Bowe Gardens K1/K2 Resurfacing Restoration Project involves the rebuilding of the roadway within the neighborhood. Twenty-seven (27) inches of existing material must be removed and replaced to allow for a stable roadway.

After Project construction began, the City's existing water mains within the subdivision were found to be installed at an inadequate depth that interfered with the installation of the 27-inch thick roadway profile. Standard installation of water mains requires a minimum of 36-inch depth. Additionally, the water mains are comprised of asbestos cement pipes which are very susceptible to breakage due to vibration or compactive efforts associated with roadway construction. The designer and City Staff assessed multiple options to adjust the roadway profile and avoid impacting the existing water main system. It was determined the most practical solution was for the water main at the roadway intersection to be lowered to allow for the new base material to be installed and to allow for the asbestos cement pipe to be replaced in areas where it would have been especially susceptible to damage.

Scope of Services

The City has a continuing contract for horizontal directional drill services with Concurrent Environmental Services LLC. A quote in the amount of $473,301.81 to perform the relocation work under the City's existing horizontal directional drill services contract with Concurrent Environmental Services, LLC. The scope of work will include replacement of approximately 2,745-feet of 6-inch water main, installation of three line stops, de-watering, 6 fire hydrant replacements, along with the supporting fixtures and fittings. The fee for the scope of services shall not exceed $473,301.81.

Funding Aspects

Funding is available in the Capital Improvement Project Budget, Project No. 64619.

Recommendations

Approval to utilize the City's Horizontal Directional Drill Contract with Concurrent Environmental Services, LLC, Rockledge, FL for the relocation of water main in support of the Bowe Gardens K1/K2 Resurfacing, Project No. 64619,in the amount of $473,301.81..

Concurrent Environmental Services llc
455 Guss Hipp Blvd
Rockledge, Fl 32955

Job Proposal submitted to:

City Of Melbourne

Attn: Nic Coster

900 E. Strawbridge Ave.

Melbourne, Fl 32901

Tel: 321.674.5726 fax: 321.674.5750 email: nicholas.coster@mlbfl.org

Item No.	**Discription**	Quantity	Unit	Cost	Extended
J-1	As-builts	90	HR	$162.00	$14,580.00
OP-38	Pre-con video	1	Each	$930.00	$930.00
	MOT				
OP-51	Lane Dividers	30	Setup	$71.00	$2,130.00
	WM				
C-4	6" DR11 - HDPE HDD	2745	Foot	$37.00	$101,565.00
H-3	6" MJ Adaptor	30	Each	$326.77	$9,803.10
OP-17	6" Hydrant Assembly - city supplied hydrant	6	Each	$5,632.16	$33,792.96
OP-18	6" C-900 Installed (20' Section)	6	Each	$864.02	$5,184.12
OP-31	Install 2" to 6" Valve on new HDPE	9	Each	$6,752.01	$60,768.09
OP-34	Connect to Existing 6" Main	21	Each	$1,689.65	$35,482.65
OP-1	1" Tap with 1" Service Saddle	28	Each	$1,176.03	$32,928.84
OP-30	Connect to Existing Service	28	Each	$226.01	$6,328.28
OP-22	6" Linestop	3	Each	$8,279.59	$24,838.77
OP-39	Dewatering Weekly	23	Each	$5,390.00	$123,970.00
REV	Temp Stabilization of roadway/driveway/sidewalk	10	Each	$2,100.00	$21,000.00
				TOTAL	**$473,301.81**

We hereby propose to furnish labor and materials in accordance with the above specifications for the sum of: **$473,301.81** If acceptable please sign below and issue your Purchase Order (if applicable). *Please note that full payment is expected within 10 days of receipt of invoice. Invoices not paid within 30 days will be assessed late fees @ 1.5% per month.*

Date 10/20/2025

Patrick Johnson

Patrick Johnson
Cell: 321-223-4759
email: pjohnson@concurrentllc.net

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

AUTHORIZING PURCHASE ORDER #:

Printed Name & Title:

Date

Signature

Bowe Gardens K1/K2 Water Line Replacements

(Project #64619)

mGIS

City of Melbourne The Harbor City Engineering

Melbourne City Council
November 13, 2025
City Manager's Item Report

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

Subject:
Consent Agenda

Background/Consideration:

a. Utilization of Contract Pricing of Hydrant and Valve Maintenance, Repair and Flushing Services for the Water Distribution Division, Hydromax USA LLC, Flower Mound, TX — estimated amount not to exceed $2,600,000.

b. Purchase of a 90' boom crane truck for the Water Production Division, Ring Power Corporation, St. Augustine, FL - total estimated cost of $423,743.

c. Service Agreement for Heating, Ventilation and Air Conditioning Service at the Joseph Pellicano Law Enforcement Center, Trane U.S., Inc., Maitland, FL - first year cost of $71,027 and an estimated contract cost of $392,474.

Melbourne City Council
November 13, 2025
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.12.a.

Subject:
Utilization of Contract Pricing for Hydrant and Valve Maintenance, Repair and Flushing Services for the Water Distribution Division.

Background/Consideration:
City Council approved the base contract on June 10, 2025. The Water Distribution Division has budgeted reoccurring Capital Improvement Projects for both of these programs. The Fire Hydrant Exercise and Inspection Program and the Valve Exercising and Inspection Program estimated costs covering both programs are not to exceed $2,600,000 over the contract term through 2030. The planned schedule is to complete work on Hydrants in Fiscal Year 2026, Valves in Fiscal Year 2027, Hydrants in Fiscal Year 2028, Valves in Fiscal Year 2029, and Hydrants in Fiscal Year 2030. The cost of the hydrant program is $500,000 each for a total cost of $1,500,000 based on the schedule noted above. The cost for the valve program is $550,000 each for a total cost of $1,100,000 based on the schedule notes above.

The Fire Hydrant Exercise and Inspection Program is mandated under Florida Statute 633.312 and is designed to ensure the City of Melbourne’s fire suppression system operates at peak performance, thereby protecting the lives and property of our residents. The Valve Exercising and Inspection Program, required by the Florida Department of Environmental Protection (FDEP), ensures that system valves remain in proper working condition to support emergency response, facilitate water distribution system repairs, and maintain overall water quality.

Contract/Solicitation:
This contract expires on March 26, 2028, and has two, 1-year renewals available.

Fiscal/Budget Impact:
Funding is available for Fiscal Year 2026 Fire Hydrant Services under Capital Improvement Project No. 35126 (Annual Fire Hydrant Exercise and Inspection Program). Future years for each program will be funded through the annual budget adoption process.

Requested Action:
Approval for Utilization of Contract Pricing of Hydrant and Valve Maintenance, Repair and Flushing Services for the Water Distribution Division, Hydromax USA LLC, Flower Mound, TX — estimated amount not to exceed $2,600,000.

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

AGREEMENT FOR PURCHASE OF SERVICES PREVIOUSLY BID
HYDRANT & VALVE MAINTENANCE, REPAIR, AND FLUSHING

This Agreement for Purchase of Services Previously Bid (this "Agreement") is made this JUN 12 2025, by and between the City of Melbourne, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY"); and Hydromax USA LLC, a Foreign Limited Liability Company whose address is 3700 River Walk Drive Suite 145, Flower Mound, TX 75028 (the "CONTRACTOR").

RECITALS

WHEREAS the CITY desires to obtain Hydrant & Valve Maintenance, Repair, and Flushing and

WHEREAS, pursuant to a request for proposals, Seminole County, Florida entered into a contract with CONTRACTOR pursuant to the Seminole County IFB-604913-24/LAS; and

WHEREAS, the CITY has reviewed the procurement process and scope of services of such competitively bid Seminole County and has determined that it is an agreement that can be utilized by the CITY to purchase Hydrant and Valve Maintenance, repair and flushing pursuant to City Code, §2-576(1); and

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

WHEREAS, the CITY desires to contract with the CONTRACTOR for the purchase of certain Hydrant and Valve Maintenance, repair and flushing utilizing the fees and expenses contained in the CONTRACTOR's existing agreement with Seminole County as set forth in the Source Contract; and

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

Section 1. Recitals.
The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Terms of the Source Contract.
The CONTRACTOR agrees to provide and the CITY agrees to purchase Hydrant and Valve Maintenance, Repair and Flushing in accordance with the prices, terms and conditions of the Hydrant and Valve Maintenance, Repair and Flushing dated March 27, 2025 between Seminole County and Hydromax USA LLC based on Seminole County IFB-604913-24/LAS, attached hereto as Attachment 1 and incorporated herein by reference (the "Source Contract"), as modified in this Agreement. Nothing herein shall be read as a transfer, assignment or delegation of the Source Contract from Seminole County to the City of Melbourne. This is a non-exclusive services contract.

Section 3. Amendment to the Source Contract.
The Source Contract, as it applies to the CITY and the CONTRACTOR, is hereby modified as set forth below.

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

3.2 Expiration Date.
This Agreement shall expire on March 26, 2028, with two (2) one - year renewal options unless otherwise extended or terminated, as set forth in the Source Contract. However, any extension of the Agreement shall be at CITY's sole discretion.

3.3 Purchase Order.
On an as-needed basis, the CITY will issue a purchase order against this Agreement as authorization for the CONTRACTOR to provide services. As requested by the CITY pursuant to a written purchase order issued by the CITY, the CONTRACTOR shall provide to the CITY the Scope of Services set forth in Exhibit A of the Source Contract utilizing the professional fees set forth in Exhibit C of the Source Contract and all pursuant to the terms and conditions set forth in the Source Contract and this Agreement. All transaction related fees will be charged based on the Price Tables provided in Exhibit C of the Source Contract.

3.4 Pricing.
Payment by the CITY will be subject to the CITY's written authorization and, for transactional work, final acceptance of services performed by CONTRACTOR. Acceptance on behalf of the CITY is not effective until evidenced in writing and issued by the City Finance Director or her designee. Notwithstanding the foregoing, the City's payment shall not constitute acceptance. For payment, CONTRACTOR must submit original invoice to the City of Melbourne, Accounts Payable Department, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

3.5 Contacts.
Section 28 Notices of the Source Contract shall be amended to reflect the following notice provisions:

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

With a copy to: Assistant Utilities Operations Superintendent
City of Melbourne
900 East Strawbridge Avenue,
Melbourne, Florida 32901
Telephone: (321) 608-5102

If to the CONTRACTOR, to:
Hydromax USA LLC
3700 River Walk Dr, Suite 145
Flower Mound, TX 75028

3.6 General provisions.
The following shall be added as Section 34 of the Source Contract:

b. GENERAL PROVISIONS

1. Applicable Law. This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County, Florida.
2. Time. Time is of the essence in the performance of this Agreement.
3. Invoicing and Payment. The City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by the City shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement. The CONTRACTOR agrees to invoice the City no later than sixty (60) days after performance of services. The City will not be obligated to make payment against any invoices submitted after such period.
4. NON-APPROPRIATION. All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Goods provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Goods covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONTRACTOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

5. DISPUTES. Notwithstanding anything to the contrary in the Source Contract, the parties agree that disputes will not be subject to arbitration.

6. RETENTION AND PUBLIC RECORDS

A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..

B. A request to inspect or copy public records relating to this Agreement must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.

C. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., CONTRACTOR shall

(1) Keep and maintain public records required by the CITY to perform the Services.

(2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.

(3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.

(4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the Service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

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

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

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

7. E-Verify. The CONTRACTOR understands that contracts with the CITY are subject to Florida Statutes, §448.095(2) and the CONTRACTOR agrees to comply with the requirements of said statute. The CONTRACTOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the CITY reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

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

Section 4. Disclosures, Representations and Certifications.
All disclosures and representations provided by CONTRACTOR pursuant to the Source Contract and the CONTRACTOR's responsive proposal dated January 15, 2025 are hereby expressly represented as true and correct as of the date of this Agreement. All certifications provided by CONTRACTOR pursuant to the Source Contract are hereby expressly re-certified as true and correct as of the date of this Agreement. CONTRACTOR agrees and restates that the CITY has provided to the CONTRACTOR other and additional good and valuable consideration referenced within the Source Contract. CONTRACTOR further understands and agrees that CONTRACTOR and the CITY intends for and do rely upon such disclosures, representations and certifications in entering into this Agreement.

Section 5. Sovereign Immunity.
The CITY and the CONTRACTOR acknowledge that the CITY is Florida municipal corporation and a "state agency or subdivision" for purposes of §768.28, Fla. Statute, and enjoys sovereign immunity. Nothing in this Agreement shall be construed to alter the CITY's sovereign immunity or extend the CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended from time to time.

Section 6. 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 Services. 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.

Section 7. Miscellaneous.

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

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

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

Section 8. Insurance Requirements.

A. Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than $1,000,000 per occurrence/aggregate and a deductible amount of not more than $10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed. The CONTRACTOR shall require each Subcontractor to maintain Subcontractor's Commercial General Liability Insurance coverage with insurance company licensed in the State of Florida in amounts satisfactory to the CONTRACTOR or insure the activities of the Subcontractors in CONTRACTOR's own policy.

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

C. Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit. 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. Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the City of Melbourne has been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance.

E. All coverage for CONTRACTOR's subcontractors shall be subject to all of the requirements stated herein.

Section 9. Conflicting Provisions.
In the event of a conflict between the provisions set forth in this Agreement and those contained in the Source Contract, the provisions set forth herein shall control.

Section 10. Effective Date.
This Agreement shall become effective upon the last of the parties to sign.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

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

Date: JUN 12 2025

(CITY SEAL)

ATTEST: ______________________
Kevin McKeown, CITY Clerk

HYDROMAX USA LLC,
A Foreign Limited Liability Company

By: ______________________
Name: Shane Majetich
Its Vice President
Address: 3700 River Walk Dr Suite 145
Flower Mound, TX 75028

Date: 5/16/25

Attachments:
Attachment 1 – Source Contract

ATTACHMENT 1

SOURCE CONTRACT

On file in the Procurement Division

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

2/15/2026

DATE (MM/DD/YYYY) 6/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 1514820 HYDROMAX USA LLC 3700 Riverwalk Drive, Suite 145 Flower Mound TX 75028	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of America	25666
INSURER B : The Phoenix Insurance Company	25623
INSURER C : The Travelers Indemnity Company of Connecticut	25682
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20317243 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	N	DT-CO-158D2429-TIA-25	2/15/2025	2/15/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Deductible: $2,500						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	N	N	810-158D2430-25-26	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	UB-4W129884-25-26-G	2/15/2025	2/15/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Melbourne is included as additional insured if required by written contract with respect to General Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

20317243
City of Melbourne
900 E. Strawbridge Ave.
Melbourne, FL 32901

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Melbourne

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 20317243.

- Email: Chicagoedelivery@lockton.com
- Phone: 866-297-8023

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
500 W. Monroe Street, Suite 3400
Chicago, IL 60661

Melbourne City Council
November 13, 2025
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.12.b.

Subject:
Purchase 90' boom crane truck for the Water Production Division.

Background/Consideration:
This purchase is for the scheduled replacement of unit number 8888, asset number 105200, a 2014 1.5 ton utility truck. The current utility truck will be replaced with a 90' boom crane truck to be used for the repair and maintenance of Water Production's new deep wells. This purchase will be made using the City of Tallahassee Contract Number RFP-130-20-KM. This vehicle comes with a 2-year / unlimited-mileage warranty on the basic truck and chassis and a 12-month / 2,400-hours of operation warranty for the crane and crane body. The quoted price may change due to the potential tariffs and delivery is estimated at nine to twelve months.

Contract/Solicitation:
This purchase utilizes the contract pricing from the City of Tallahassee contract number RFP-130-20-KM. The quoted discount percentage is equal to the contract discount percentage. This contract expires on April 21, 2026.

Fiscal/Budget Impact:
Funds are available in account number 62100533-564000 (Water Production - Machinery & Equipment)

Requested Action:
Approval of the purchase of a 90' boom crane truck for the Water Production Division, Ring Power Corporation, St. Augustine, FL - total estimated amount of $423,743.

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

Royal Hendrix
Cell – (772) 453 - 4480

10/16/2025

Quote Number: 1780C492117-2

City of Melbourne Director of Finance

National 690E2 Boom Truck – Stand Up

The City of Tallahassee
Solicitation RFP-130-20-KM
ITEM 2: INDUSTRIAL/CONSTRUCTION EQUIPMENT
Group J: CRANES - National, Manitex & Broderson

Qty.

1

Standard Equipment:

BOOM: Full power telescoping cylinder with integral holding valve. Three (3) quick reeve cast iron sheaves.

BOOM ELEVATION: One (1) double acting hydraulic lift cylinder with integral holding valve. (-10 to +80 degrees).

CONTROLS: Dual side stand-up operators' stations, dual engine throttle (electronic pedals), horn and engine start/stop.

SWING: 375-degree non-continuous rotation with adjustable swing drive.

HYDRAULIC SYSTEM: Open center type consisting of a fixed displacement, three section, high pressure pump supplies oil to the main control valve and winch control valve. Reservoir capacity 66 gallons (249,8 L), 10-micron return line filter. Ball valve on main suction line.

HOIST: Single speed planetary winch. Bare drum pull 10,380lbs (4.708 kg), low speed

WIRE ROPE: 325 ft (99,1 m) of 9/16" (14 mm) rotation resistant wire rope. Single line pull 7,700lbs (3.492,6 kg).

HEADACHE BALL: Round headache ball with top swivel, 7-ton (6,35 mt) capacity rating.

MISCELLANEOUS STANDARD EQUIPMENT: All mounting configurations are clamp-on, anti-two block with internal wiring, back up alarm, hour meter in truck cab, outrigger motion alarm, two (2) English owner's manuals (1 paper & 1 USB flash drive) and outrigger monitoring system. PTO and mounting charges not included in standard price. Flatbed is not included.

STANDARD PAINT: Valspar Duraspar® 2K Epoxy Primer and Valspar Duraspar® Ultra 2K Urethane paint - "National Platinum" color for frame, outer outrigger beam, turret, and base boom section; standard "Black" for hydraulic reservoir, SFO, torsion box (frame), inner outrigger beams, and inner boom sections.

<u>Included Option Equipment</u>:

- 20-ton (18,1 mt) standard mount "A" frame boxed slide outriggers with fixed pads, 180o stable unit with torsion box for a 20' (6,1 m) flatbed, ASH type stabilizers (10 ft (3,04 m) span), and HCAS system with three color gauge.

BOOM OPTIONS:
- 27' - 90' (8,2 - 27,4 m) four section, full power telescopic boom

JIBS OPTIONS:
- 25 - 45 ft (7,6 - 13,7 m)

LINE BLOCK OPTIONS:
- Four- and five-part reeving, 22-ton (19,9 mt) capacity hook block with two sheaves & line block assembly

BOOM SUPPORT OPTIONS:
- Removable, rear boom carrying rack

FLATBED OPTIONS:
- 20' (6,1 m) Super-Duty Steel tread plate floor bed

MOUNTING OPTIONS:
- Hot shift PTO in lieu of standard PTO (required on automatic transmissions)
- Clockwise rotation pump (Automatic Transmission)
- Drive line kit to remote mount pump. Includes pump mount bracket, custom cut driveline and yokes with driveline shroud if applicable. (Required on automatic transmission, Ford Torque Shift, Mack mDrive transmission and Endurnt Pro)

MISCELLANEOUS OPTIONS:
- Rear bumper underride protection (included on mounted units)
- Steel 30" (762 mm) solid wall bulkhead
- ICC Safety Kit (included on mounted units)
- Single front outrigger
- Storage boxes on driver side
- Four (4) poly pads for the outriggers

<u>Chassis</u>:
- 2027MY Freightliner 108SD Plus 6x4
- Cummins L9 370 HP
- Allison 3000 RDS Automatic Transmission with PTO Provision
- 20,000# Taperleaf Front Suspension
- Hendrickson Haulmaax EX 40,000# Rear Suspension
- Collision Mitigation Included

Unit, Body and Install: $267,324.00
20% Discount: (-$53,465.00)
Subtotal: $213,859.00

Chassis: $189,981.00
20% Discount: (-$37,996.00)
Subtotal: $151,985.00

Non-Contract Items: $57,899.00

Total Sale Price: $423,743.00

PDI/Annual Inspection Included

Notes:

1. Delivery is included to Melbourne, FL
2. Prices exclude any applicable taxes or license fees.
3. Quoted price is valid for 30 Days
4. Sale Price Provisional. Subject to change.
5. Terms: Net due prior to delivery.
6. Availability: Q1-Q2 2026. Subject to change.
7. Operator Orientation Included at Melbourne, FL.
8. Quotes price does not include any applicable Tariff Surcharges

Accepted By:

____

PO Number: ______________________

Account Manager – Royal Hendrix

Date: ______________________

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

The City of Tallahassee
Solicitation RFP-130-20-KM
ITEM 2: INDUSTRIAL/CONSTRUCTION EQUIPMENT
Group J: CRANES - National, Manitex & Broderson

MODELS	Machine & Options Discount	Parts Discount
BMC Industrial All Sizes	10%	5%
National & Manitex OTR Boom Trucks 9-30 Ton	20%	5%

Service Labor Rate

Shop Labor Discount	10%
Field Labor Discount	10%
Shop Labor Overtime Discount	10%
Field labor Overtime Discount	10%

Rental / Lease Discount

All models	20%
Delivery	$1,000
Pick Up	$1,000

Maintenance Agreement Discount	10%
Extended Warranty Discount	0%

Ring Power Corporation

Dear Valued Customer,

We want to make you aware of recent developments that may affect pricing on your current and future equipment orders. The Truck Equipment industry is being impacted by new executive orders imposing tariffs on certain materials and components critical to our products. These tariffs are creating volatility in material costs and supplier pricing, which remain subject to change.

As a result, the quoted prices provided to you does not currently include any potential tariff surcharges. While we work diligently to minimize the impact of these changes, please understand that final pricing may be adjusted to reflect any applicable tariff costs assessed prior to delivery and invoicing.

Here's what you can expect from us:

- We are actively working with our suppliers to mitigate additional costs and secure pricing wherever possible.
- We will communicate any tariff-related adjustments as soon as they are confirmed—our goal is to provide advance notice before final invoicing.
- While we cannot predict the exact effect tariffs may have, we will maintain transparency throughout the process.

We understand that price certainty is important, and we are committed to keeping any increases fair, justified, and directly tied to external factors such as tariffs or material surcharges.

If you have any questions or concerns, please reach out to your Account Manager. We greatly appreciate your understanding as we navigate these evolving conditions and remain committed to delivering the quality and value you expect from Ring Power.

Thank you for your continued trust and support.

Best regards,

Ring Power Utility | Truck | Crane

Ring Power Corporation | 8040 Philips Hwy, Jacksonville, FL 32256 | 904-448-5438

Grove Manitowoc National Crane Potain

Manitowoc

National Crane 600E2 Series

Product Guide

Features

- 27,4 m (90 ft) four-section boom
- 18,1 t (20 USt) rating
- Self-lubricating Easy Glide wear pads
- Internal anti-two block

Features

Four-section boom

At 90 ft, the Series 600E2 four-section boom is the longest in its size range. The long boom allows the operator to perform more lifts without the use of a jib, reducing setup time and improving efficiency.

National Crane Series 600E2

•16,3 t (18 USt) maximum capacity
• 36,9 m (121 ft) maximum vertical reach
• 24,7 m (81 ft) maximum vertical hydraulic reach

Easy Glide boom wear pads

Easy Glide boom wear pads reduce the conditions that cause boom chatter and vibration. The net result is smoother crane operation.

Outriggers

The Series 600E2 comes equipped with A-frame outriggers and ASH rear stabilzers. an optional single front stabilizer is available for 360° stability. Rear stabilizers include an independent stabilizer control and bolt/clamp-on mounting. Outriggers are equipped with a motion alarm and an outrigger monitoring system.
Front:
6,73 m (22.08 ft) span
Rear:
3 m (10 ft) span

* Product may be shown with optional equipment.

Best in class performance and serviceability

- The steel torsion box and flatbed further reduce frame flex
- Speedy-reeve boom tip and sheave blocks simplify rigging changes by decreasing the time needed to change line reeving
- Crane components painted before assembly reduce the chance of rust, improve serviceability and enhance the appearance of the crane
- A control knob located on the swing motor brake release valve can be easily adjusted to the crane operator's swing speed preference
- Engine start/stop switches
- Emergency stop overrides located at control station
- Hydraulic reservoir capacity of 66 gal

Serviceability

- Bearings on the boom and retract cables can be greased through access holes in the boom side plates.
- Removable winch allows the internal telescoping cylinder to be removed quickly, without dismantling the boom
- Internal anti-two-block wire routing eliminates external reel and wire to protect crane components
- The boom sheave case is open, allowing access to replace the internal anti-two-block wire and to observe internal boom components
- Internal boom parts have been reduced, decreasing service time when rebuilding the machine

Time and Distance Table

1.1 Freightliner SD Vocational

Applicable Models	*108SD/114SD*
SD Vocational coverage is only available for vehicles ordered with these engines:	*Detroit DD8; Cummins B, C, or L*
SD Vocational coverage is not available for vehicles in these vocations:	*Logging, Mining, Oil Field*
Category Determinants	
Road Surface - most severe in-transit between sites	<30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil (Class C or D roads)[1]
Gross Combined Weight Rating	92,000 lb/41 730 kg or less
Axles and Manufacturer's Gross Vehicle Weight Rating	
2-Axle Unit	46,000 lb/20 865 kg or less
3-Axle Unit	66,000 lb/29 937 kg or less
4-Axle Unit	N/A
5-Axle Unit	N/A

[1] Class C roads have a natural surface and may be either constructed or established over time by repeated passage of vehicles. The natural surface may be dirt, sand, or rock. A minimal amount of maintenance, if any at all, is limited primarily to spot surface grading to allow vehicle passage within the original road corridor. Class D roads are primitive roads that were not constructed but have been established over time by the passage of motor vehicles. These roads receive no maintenance or grading.

Coverage[2]		
Description	**Time[3]**	**Distance[3]**
Basic Vehicle	2 Years	Unlimited
Batteries (Low Voltage)	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	5 Years	100,000 mi/161 000 km
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Detroit Assurance[4]	3 Years	300,000 mi/483 000 km
Emission Regulations[5]		
CARB 2022 (Medium Heavy Duty Trucks)[6]	5 Years	150,000 mi/241 500 km
Diesel Emission 2010[7]	5 Years	100,000 mi/161 000 km
GHG21 (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors)[8]	5 Years	100,000 mi/161 000 km
GHG21 Tire (File Direct)[8]	2 Years	24,000 mi/38 400 km
Frame Rails	5 Years	Unlimited
Front/Steer Axle[9]		
Detroit[10]	3 Years	300,000 mi/483 000 km
Non-Detroit	2 Years	Unlimited
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Rear Axle[11]		
Detroit[9]	3 Years	300,000 mi/483 000 km
Non-Detroit	2 Years	Unlimited

DISCLAIMER: Failure to read or distribute this information does not provide exemption from compliance with the information contained herein. Specifications are subject to change without notice. Intended for general information only, not offered as customer's Warranty.

Coverage[2]		
Description	**Time[3]**	**Distance[3]**
Transfer Case	2 Years	Unlimited
Transmission (Non-Detroit)	2 Years	Unlimited

[2] Because Warranty coverage is determined by a unit's specifications, gross combination weight rating, road surface, and vocation, coverage may vary. For unit-specific coverage, Dealers should enter a product serial number or vehicle identification number on the *Coverage Info* screen in OWL; for customers without access to OWL, see ordering Dealer for more information.

[3] Time or distance, whichever comes first.

[4] Applies if units spec'd with Detroit Assurance.

[5] See *Emission Regulations* subsection that follows or separate engine owner's manual for regulatory information.

[6] Applies to products spec'd with CARB engine and domicile certification codes.

[7] Applies to vehicles equipped with EPA 2010 compliant diesel engines.

[8] GHG21 applies to units built on or after January 1, 2021. Units built prior to January 1, 2021, have GHG14/GHG17 coverage, respectively.

[9] Customers will have only one (1) type of front/steer axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Front axle coverage is also applicable to gliders.

[10] Access Detroit parchments at *DTNA Portal > Coverages > Detroit*; for customers without access, see ordering Dealer for more information.

[11] Customers will have only one (1) type of rear axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd.

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Manitowoc

NEW CRANE PRODUCT WARRANTY

Manitowoc Cranes ("Manitowoc") warrants to the original purchaser ("Purchaser") of each new crane manufactured by Manitowoc, that such crane will be free from defects in material and workmanship under normal use and service. The applicable general warranty period for each new crane is: (a) twelve (12) months from date of initial installation or commissioning; (b) 2,400 hours of operation; or (c) twenty-four (24) months from date of shipment by Manitowoc, whichever event shall first occur. The applicable extended structural warranty period for crane weldments on the following page is five (5) years from the date of shipment by Manitowoc; provided, however, that the crane is used solely for lift applications. Manitowoc does not provide any warranty and Manitowoc specifically disclaims any liability relating to the diesel engines, tires, or National Crane boom-truck carriers (inclusive of the Grove TMC540 commercial carrier); however, Purchaser may be entitled to the respective engine, tire, boom-truck carrier OEM's pass-through warranty (subject to any registration requirements).

No claims under this warranty shall be valid unless the Purchaser notifies Manitowoc or its authorized distributor, in writing, of the defect within sixty (60) days after such defect is first discovered, but in no event later than thirty (30) days after the expiration of the applicable warranty period, and the Purchaser processes its claim using proper warranty claim procedures as may be provided by Manitowoc from time-to-time.

Manitowoc's sole obligation to the Purchaser is limited to the repair or replacement of any products or parts which Manitowoc, in its sole discretion, determines to be defective in materials or workmanship, at Manitowoc's option (replacement parts may be new or factory approved reconditioned parts, at Manitowoc's discretion). Manitowoc may require the return of products or parts, surface freight charges prepaid by the Purchaser, to a facility designated by Manitowoc for inspection and analysis. Reasonable surface freight charges and reasonable labor expenses incurred for approved warranty repairs during the applicable warranty period for each new crane will be reimbursed by Manitowoc; however, transportation and labor charges covering any product or part returned which proves not to be defective shall be at Purchaser's expense. All defective parts removed from the crane will become the Manitowoc's property.

Warranty work must be performed by Manitowoc or an authorized Manitowoc distributor using only genuine Manitowoc supplied parts.

Manitowoc's liability with respect to the cranes sold to Purchaser shall be limited to the warranty provided herein and in no event shall Manitowoc's maximum liability exceed the cost of furnishing a replacement for a defective product or part. MANITOWOC SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS SOLD BY MANITOWOC, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, Manitowoc specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Purchaser's customers or any third party for any such damages, costs or losses. MANITOWOC SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT AND CONTINGENT DAMAGES WHATSOEVER.

This warranty shall not apply to ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or causes beyond the reasonable control of Manitowoc, including without limitation fires, freezing, floods and other natural disasters; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; normal wear and tear or the Purchaser's neglect, negligence or willful damage; any products or parts not provided by Manitowoc; any products or parts which have been repaired outside of Manitowoc's or Manitowoc's authorized distributor or repair facility unless authorized in writing by Manitowoc; or damages caused by failure to follow the maintenance procedures outlined in the applicable owner's manual or in technical bulletins issued by Manitowoc.

Transferability: This warranty is personal to the Purchaser and may only be transferred or assigned with the prior written consent of Manitowoc or by an authorized distributor of Manitowoc with a written distribution agreements then in effect.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND MANITOWOC EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

12/11

Manitowoc Structural Warranty Items

	Grove/Shuttlelift	National Crane	Manitowoc	Potain
Boom Section	X	X	X	
Carrier Frame	X		X	
Boom Extension	X		X	
Jib	X	X	X	X
Outrigger Beam	X	X	X	
Subbase		X		
Frame		X		
Mounting Anchors		X		
Strut			X	
Mast		X	X	X
Backhitch			X	
Gantry			X	
Rotating Bed/Turntable	X	X	X	X
Carbody			X	
Crawler Side Frames			X	
Chassis				X
Tie Bar				X
Counter Jib				X
Pivot				X
Towerhead				X

Melbourne City Council
November 13, 2025
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.12.c.

Subject:
Service Agreement for HVAC Services for the Joseph Pellicano Law Enforcement Center, Trane U.S., Inc.

Background/Consideration:
The Joseph Pellicano Law Enforcement Center Heating, Ventilation and Air Conditioning (HVAC) system warranty requires regular maintenance on the building's HVAC systems, which are proprietary and must be maintained by the vendor, Trane U.S., Inc. This service agreement ensures that components are well maintained and functioning to Original Equipment Manufacturer (OEM) standards. In addition, Trane will provide a proactive approach with data and analytics through the dashboard to allow for 24/7/365 monitoring, providing data on building performance and establishing an energy use and cost baseline. The first year cost is $71,027 and will increase 5% over the next four (4) years for a total contract cost of $392,474.

The Service Agreement lists all the services that will be provided and a listing of the equipment that will be serviced.

Contract/Solicitation:
This contract expires on September 30, 2030.

Fiscal/Budget Impact:
Funding is sufficient in the operating budget, account number 44000521-534000 (Police Support Services-Other Contract Services).

Requested Action:
Approval of the Service Agreement for HVAC Service at the Joseph Pellicano Law Enforcement Center, Trane U.S., Inc., Maitland, FL - first year cost of $71,027 and an estimated contract cost of $392,474.

CONNECTED BUILDING HVAC SERVICE AGREEMENT

Trane Office
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Trane Representative
Dean Drafts
Account Manager – Services
Cell: (407) 702-9704
Office: (407) 660-1111

Jason Aki
Account Manager – Services
Cell: (321) 228-8865

Chloe Morter
Account Manager – Controls
Cell: (689) 290-4960

Proposal ID
7677429

Master Agreement
7677429

Company Name
City Of Melbourne
900 East Strawbridge Ave
Melbourne, FL 32901-3290

Attention
Jeffery Whitehead
Jeffrey.Whitehead@mlbfl.org

Site
Joseph Pellicano Law Enforcement
250 West NASA Boulevard
Melbourne, FL 32901

August 21, 2025

EXECUTIVE SUMMARY

Connected Building Services

Gain a more proactive approach to maintaining and optimizing your building. Using your building's data and Trane's analytics, you'll receive dashboards in Trane Connect™ that help you understand how your building is performing. We can also establish an energy use and cost baseline, because the first step to improvement is knowing where things currently stand.

A data driven point of view...

- Trane® Connect™ is a secure, cloud-based customer portal to access your building systems for remote monitoring, building management and routine maintenance through the use of dashboards and other reports.
- Digital Analytics are running 24/7/365, collecting data from your connected equipment and better arming your technician with added insights into your building performance
- Understand how HVAC performance impacts your energy profile with utility data assessment
- Remote inspections to enhance until performance visibility and schedule on-demand virtual maintenance and troubleshooting as well as having more facts to asses operational decisions and service/maintenance trade-offs

Key Elements of this service

Utility Benchmarking Analysis

Building & Energy Performance Summary Dashboards

Building Performance Assessment

Why Trane? We Focus on Better Buildings.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

CONNECTED BUILDING SERVICES WITH TRANE CONNECT™

Trane gives you a way to "see" what's not physically evident using trend data that's illustrated via dashboards in Trane Connect™. It's a deeper level of information that enables you to understand what's happening at the system level—so technicians can address root causes instead of the symptoms. You'll get more bang from your service budget.

Available Trane Connect Applications

Included with your agreement, you'll receive additional benefits and reporting within the Trane Connect application. Customize your Trane Connect experience based on the needs of your job and goals of your organization.

 **Remote Access** - Control and manage your equipment, spaces and buildings while optimizing performance *(Note: included for all Trane Controls customers)*	 **Reports** - Measure your starting point to best evaluate where you're seeing gains and how you can improve system performance and energy usage even further.
 **Service** - Remote and on-site service is enhanced through anytime, anywhere access to critical building information that informs how/when/where service is necessary.	 **Dashboards** - Visualize and track the information most important to you, including opportunities for optimization and improvement.
 **Building & Energy Applications** - Identify ways to unlock greater efficiency and comfort while maintaining control over spend and optimizing performance. Map energy use by date, time or space usage to reach your sustainability goals faster. *(Note: requires separately connected Live Meter)*	 **Utility Management** - Access to your energy use intensity and cost intensity analysis. *(Note: requires utility bill access)*

Learn more on Trane.com

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures

REMOTE INSPECTIONS AT BUILDING LEVEL

Enhance unit visibility and inform necessary on-site service events with on-demand and scheduled virtual inspections. Digital review of HVAC and BAS equipment enabled through connected system and unit controllers.

Implementation:

- Trane factory certified technicians will troubleshoot and address root causes
- Proactively identify potential issues and required changes
- Receive deeper insights through data and analysis from your connected equipment via building performance reports

PERFORMANCE CHECK-INS

Gain the peace of mind you'd get with a "traditional clip-board review" from your staff with the added expertise of Trane technicians—without the added expense of on-site service visits. A virtual "walk-through" inspection of equipment, systems or a building–based on a predetermined schedule.

Implementation:

- Regular reviews of critical equipment and systems
- Early detection of issues to prevent downtime and catastrophic failure

TRANE

HVAC EQUIPMENT COVERAGE

Joseph Pellicano Law Enforcement Center

The following "Covered Equipment" will be serviced at Joseph Pellicano Law Enforcement:

Equipment	Qty	Manufacturer	Model Number	Serial Number
Tracer SC	1	Trane	BMX1365169	E25A04203

Service Description	Quantity Per Term
Connected Controls - Annual Inspection - Onsite (Service 1)	1
Time to Resolve Labor-Only Identified Items (Service 2)	3
Connected Controls - Operating Inspection - Onsite (Service 3)	3
Analyzation of System Applications (Service 4)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number
Site Level Activities	1	Trane	INTELLIGEN	IS-7677429

Service Description	Quantity Per Term
IS Digital Inspection (Service 5)	4
IS Consult Report Creation (Service 6)	2
IS Help Desk Hours (Service 7)	4

Equipment	Qty	Manufacturer	Model Number	Serial Number
Ice Storage	1	Other	1500CSF	220668A
Ice Storage	1	Other	1500CSF	220668B
Ice Storage	1	Other	1500CSF	220668C
Ice Storage	1	Other	1500CSF	220686A
Ice Storage	1	Other	1500CSF	220686B
Ice Storage	1	Other	1500CSF	220686C
Ice Storage	1	Other	1500CSF	220692A
Ice Storage	1	Other	1500CSF	220692B
Ice Storage	1	Other	1500CSF	220692C

Service Description	Quantity Per Term
Ice Storage Unit Maintenance (Service 8)	4

Equipment	Qty	Manufacturer	Model Number	Serial Number
Computer Room Air Conditioners-Generic	1	Stulz Air Technology Systems	TR-CFD-042	SO#481845_220

Service Description	Quantity Per Term
Air Handling Computer Room Unit Annual Maintenance (Service 9)	1
Computer Room Condenser Annual Maintenance (Service 11)	1
Air Handling Computer Room Unit Quarterly Maintenance (Service 14)	3
Computer Room Condenser Quarterly Maintenance (Service 15)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number
Central Station Air Handlers - Generic	1	Trane	CSAA0017UA	H22L39945A

TRANE

Equipment	Qty	Manufacturer	Model Number	Serial Number
Central Station Air Handlers - Generic	1	Trane	CSAA004UAM	H22L39887A
Central Station Air Handlers - Generic	1	Trane	PSCA013UAA	H22L39905A
Central Station Air Handlers - Generic	1	Trane	PSCA013UAA	H22L39923A
Central Station Air Handlers - Generic	1	Trane	PSCA013UAA	H22L39929A
Central Station Air Handlers - Generic	1	Trane	PSCA016UAA	H22L39893A
Central Station Air Handlers - Generic	1	Trane	PSCA016UAA	H22L398989A
Central Station Air Handlers - Generic	1	Trane	PSCA016UAA	H22L39911A
Central Station Air Handlers - Generic	1	Trane	PSCA016UAA	H22L39917A

Service Description	Quantity Per Term
Central Air Handler Cooling Pre-Season Annual Maintenance (Service 10)	1
Central Air Handler Quarterly Maintenance (Service 13)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number
Computer Room Air Conditioners-Generic	1	Stulz Air Technology Systems	TR-CFD-060	SO#481845_20
Computer Room Air Conditioners-Generic	1	Stulz Air Technology Systems	TR-CFD-060	SO#481845_420

Service Description	Quantity Per Term
Self Contained Computer Room Unit Annual Maintenance (Service 12)	1
Self Contained Computer Room Unit Quarterly Maintenance (Service 16)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number
Pumps	1	Bell and Gossett	E1510 SSF	1SSF585LF1
Pumps	1	Bell and Gossett	E1510 SSF	1SSF585LF2
Pumps	1	Bell and Gossett	E1510 SSF	1SSF585LF3
Pumps	1	Bell and Gossett	E1510 SSF	1SSF585LF4
Pumps	1	Bell and Gossett	E1510 SSF	1SSF585LF41
Pumps	1	Bell and Gossett	E1510 SSF	1SSF585LF42

Service Description	Quantity Per Term
Annual Pump Maintenance (Service 17)	1
Quarterly Pump Maintenance (Service 18)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number
ERTAF - 090-450 Ton Air-Cooled Sintesis - Epinal	1	Trane	RTAF180EUA	U22L05014
ERTAF - 090-450 Ton Air-Cooled Sintesis - Epinal	1	Trane	RTAF180EUA	U22L05015

Service Description	Quantity Per Term
RTAF Annual Inspection (Service 19)	1
RTAF Quarterly Inspection (Service 20)	3

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CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Connected Controls - Annual Inspection - Onsite

Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Update SC/SC+ Firmware - Technician updates firmware and Software Maintenance Plan license for the system controller.
- Perform Database and Graphics Backup - Technician backs up system controller, including any custom graphics packages on site.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS / BMS / Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Graphics Interface Review - Technician reviews any custom system and equipment graphics within the system to determine if they are up to date and captures the status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 2: Time to Resolve Labor-Only Identified Items

Description

- Hours for Items Found by Technician - Technician hours in contract allotted to fixing labor-only items identified by the technician that can be resolved by technician during their on-site time.

Service 3: Connected Controls - Operating Inspection - Onsite

Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Update SC/SC+ Firmware - Technician updates firmware and Software Maintenance Plan license for the system controller.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS / BMS / Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.

- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 4: Analyzation of System Applications
Description
- AHU/VAS - Review cloud hosted analytics to ensure the proper operation of the Variable Air System and associated Air Handling Unit. Verify operating setpoints and associated parameters to ensure performance and efficiency.
- Ice Plant - Review cloud hosted analytics to ensure the proper operation ice plant. Verify operating setpoints and associated parameters to ensure performance and efficiency.

Service 5: IS Digital Inspection
Description
- Project Scope - Remote Inspection Quantities Based on Offer Sold
- Up Front Conversation

Service 6: IS Consult Report Creation
Description
- IS Project Scope - Customer Report Creation Based on Offer Sold
- IS Create Customer Consult Report

Service 7: IS Help Desk Hours
Description
- Remote Customer Support
- 2 hours per quarter (8 hours total)

Service 8: Ice Storage Unit Maintenance
Description
- Ice Storage Unit Maintenance

Service 9: Air Handling Computer Room Unit Annual Maintenance
Description
- Customer Notification for Computer Room Units
- Unitary Visual Equipment Inspection
- Return Air Filter Inspection (Computer Room)
- Pre-Filter Inspection (Computer Room)
- Supply Fan and Motor Inspection (Direct Drive)
- Supply Fan and Motor Inspection (Belt Driven)
- Replace Belt(s) on Supply Fan (Per Fan)
- Condensate Drip Pan Inspection and Treatment
- Electrical Inspection (AHU Computer Room)
- Log Unit (Computer Room)

Service 10: Central Air Handler Cooling Pre-Season Annual Maintenance
Description
- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Check Damper (Air Handler)
- Supply Fan and Motor Inspection (Belt Driven)
- Replace Belt(s) on Supply Fan (Per Fan)
- Generic Meg (One) Fan Motor
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)

Service 11: Computer Room Condenser Annual Maintenance
Description
- Unitary Visual Equipment Inspection
- Remove Motor Wiring and Meg Compressor Motor Generic
- Condenser Fan Check
- Condenser Coil Cleaning wo/Solution NTP Computer Room
- Electrical Inspection (NTP Computer Room)
- Log Unit (Computer Room)

Service 12: Self Contained Computer Room Unit Annual Maintenance
Description
- Customer Notification for Computer Room Units
- Unitary Visual Equipment Inspection
- Replace Belt(s) on Supply Fan (Per Fan)
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Condenser Coil Cleaning wo/Solution NTP Computer Room
- Evaporator Generic Coil Cleaning-w/Solution (Computer Room NTP)
- Remove Motor Wiring and Meg Compressor Motor Generic
- Electrical Inspection (NTP Computer Room)
- Log Unit (Computer Room)

Service 13: Central Air Handler Quarterly Maintenance
Description
- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Log Unit (NTP Air Handler)

Service 14: Air Handling Computer Room Unit Quarterly Maintenance
Description
- Customer Notification for Computer Room Units
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Log Unit (Computer Room)

Service 15: Computer Room Condenser Quarterly Maintenance

Description

- Unitary Visual Equipment Inspection
- Condenser Fan Check
- Condenser Coil Check (Generic)

Service 16: Self Contained Computer Room Unit Quarterly Maintenance

Description

- Customer Notification for Computer Room Units
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Condenser Coil Check (Generic)
- Evaporator Coil Check (Generic)
- Log Unit (Computer Room)

Service 17: Annual Pump Maintenance

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Pumps
- Pump Maintenance
- Adjust Packing Seal
- Remove Lock Out Tag Out
- Log Pump

Service 18: Quarterly Pump Maintenance

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Pumps
- Quarterly Pump Maintenance
- Pump Coupling Inspection
- Remove Lock Out Tag Out
- Log Pump

Service 19: RTAF Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Close Compressor Discharge Service Valve
- Oil Level Check (Screw Machines) with Unit Shut Down (Per Circuit)
- Electrical Inspection (RTAF)
- Open TR-200 Panel Door(s) (Unit Locked Out)
- Drive Cooling Fluid Level and PH Check (Per Circuit)
- TR-200 Inspection
- Close TR-200 Panel Door(s)
- Visual Condenser Coil Check
- Coil Cleaning Water (Applied)
- Leak Test Inspection (Positive Pressure)
- Remove Lock Out Tag Out At Main Disconnect
- Open Compressor Discharge Service Valve
- Oil Analysis Per Circuit
- Control Panel Calibration Check
- Compressor And Oil Separator Heater Check
- Condenser Fans Check RTAF Per Circuit
- Pre-Start Check RTA*
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Check EXV Sight Glass
- Tracer TU Connect
- Run Service Report (Tracer TU AdaptiView)
- Tracer TU Final Disconnect
- Verify Sound Attenuation Is Reinstalled
- Clean Display
- Complete Required Paper Work

Service 20: RTAF Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Close Compressor Discharge Service Valve
- Visual Electrical Inspection
- Open TR-200 Panel Door(s) (Unit Locked Out)
- Close TR-200 Panel Door(s)
- Visual Condenser Coil Check
- Remove Lock Out Tag Out At Main Disconnect
- Open Compressor Discharge Service Valve
- Condenser Fans Check RTAF Per Circuit
- Pre-Start Check RTA*
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Check EXV Sight Glass
- Tracer TU Connect
- Run Service Report (Tracer TU AdaptiView)
- Tracer TU Final Disconnect
- Verify Sound Attenuation Is Reinstalled
- Clean Display
- Complete Required Paper Work

PRICING AND ACCEPTANCE

Attention:
Jeffery Whitehead
City of Melbourne

Site:
Joseph Pellicano Law Enforcement Center

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Connected Building Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Investment
Year 1	$71,027.00
Year 2	$74,579.00
Year 3	$78,308.00
Year 4	$82,224.00
Year 5	$86,336.00

☐ Anticipation Discount Program (ADP). A one-time **four percent (4%) discount** is offered for full payment of 1 year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **$2,841.08** if this option is selected. Tax will be calculated based upon the pre-discounted price. The ADP is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Tariffs

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Term

The Initial Term of this Service Agreement is **five (5) years**, beginning **October 1, 2025**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on **September 30, 2030**, this Agreement shall renew automatically for successive periods of 5 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 2301 Lucien Way, Suite 430, Maitland, FL 32751.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE City of Melbourne	**TRANE ACCEPTANCE** Trane U.S. Inc.
Authorized Representative	Chloe Morter Submitted By: **Chloe Morter**
Printed Name	Proposal Date: August 21, 2025 Cell: (689) 290-4960 Office: (407) 660-1111 License Number: CMC1249843
Title	Authorized Representative
Purchase Order	Title
Acceptance Date	Signature Date

The Initial Term of this Service Agreement is **five (5) years**, beginning **October 1, 2025**.

Total Contract Value: **$392,474**.

cc: Jason Aki – Trane
Dean Drafts – Trane

TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at **https://www.trane.com/TraneConnectedServicesTerms**, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and

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internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless.

In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

21. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in

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contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0325)
Supersedes 1-26.130-7 (0225)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no

longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) Data backups; and
    (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

TERMS AND CONDITIONS – Connected Analytics Package Subscription

1. **Terms Supplemental.** These terms and conditions ("CAP Subscription Terms") are supplemental to the Terms and Conditions (Service) and an integral part of Company's offer to sell Software as a Service that provides internet-based access to the hosted Connected Analytics Package (CAP) application ("CAP Subscription") as part of an Energy Advisory Services offer. The Terms and Conditions (Service) apply to the CAP Subscription, except as the context indicates otherwise.

2. **Definitions.**

"**Malicious Code**" means any virus, worm, time bomb, Trojan horse or other code, file, script, agent, software program or device that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data; or adversely affect the user experience.

"**Customer Data**" means all Customer electronic data or information collected through and stored in connection with the CAP Subscription.

"**Users**" means individuals who have been authorized by Customer to use the Services and who have been supplied user identifications and passwords to access the Services by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and agents; or third parties with which the Customer transacts business. Persons or entities that are competitors to Company are not authorized to access or use the Services and may not be permitted by Customer to access or use the Services.

3. **Software as a Service CAP Subscription.** Upon commencement of the CAP Subscription and for the CAP Subscription Term, Customer will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the CAP Subscription services solely for your internal business operations and subject to the CAP Subscription Terms and Terms and Conditions (Service). Customer may allow its Users to use the CAP Subscription services for this purpose and Customer is responsible for Users' compliance herewith. Customer agrees that it does not acquire any license to the Trane Energy Manager program. The CAP Subscription includes provisions for the collection of data from meters, loggers, systems, or devices ("Data Collection") and regular database backups. The CAP Subscription does not cover support of Customer's computer hardware, data network, or communications infrastructure, or Internet browsers used to access the CAP Subscription. Customer hereby accepts, and upon initial use of CAP Subscription, each Customer User will be required to accept these CAP Subscription Terms. User access shall terminate on the same date as the applicable CAP Subscription Term

4. **Subscription Term.** The initial CAP Subscription Term commences on the date that Customer receives access to the CAP Subscription service and continues for as long as set forth in the Proposal, subject to automatic renewal for succeeding 12 month terms as provided in the Terms and Conditions (Service).

5. **Customer's Responsibilities.** Customer shall (i) be responsible for Users' compliance with these terms and conditions, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the CAP Subscription, and notify Provider promptly of any such unauthorized access or use, (iii) use the CAP Subscription only in accordance with these terms and conditions and Customer's Service Agreement with Trane and applicable laws and government regulations, (iv) provide Company with all necessary cooperation in relation to these terms and conditions and necessary access to such information as may be required for providing the CAP Subscription, and (v) pay all fees when due for the CAP Subscription and Service Agreement. Customer shall not (i) permit any third party to access the CAP Subscription or physical hardware deployed at Customer's facilities to enable operation of the CAP Subscription except as expressly permitted herein or in an Order Form, (ii) modify or create derivative works based on any part or content of the CAP Subscription, (iii) copy, frame or mirror any part or content of the CAP Subscription, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer, disassemble or decompile the CAP Subscription, or (v) access the CAP Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the CAP Subscription. In addition, Customer shall not (m) make the CAP Subscription available to anyone other than Users, (n) sell, resell, rent, license, share or lease the CAP Subscription, (o) use the CAP Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (p) use the CAP Subscription to store, distribute or transmit Malicious Code, (q) interfere with or disrupt the integrity or performance of the CAP Subscription or third-party data contained therein, or (r) attempt to gain unauthorized access to the CAP Subscription or their related systems or networks.

6. **Cancellation.** In the event of a cancellation of the CAP Subscription by Customer, Customer shall not be entitled to any refund of price and Customer shall immediately pay all amounts then due.

7. **Customer Breach; Termination.** Company may terminate the CAP Subscription upon 14 days written notice to Customer of a material breach if such breach remains uncured at the expiration of such period. . Upon termination, Customer shall not be entitled to any refund of the price paid to Company.

8. **Availability.** Company shall exercise reasonable care in providing the CAP Subscription and use commercially reasonable efforts to make the service available at all times. The CAP Subscription is accessible via the internet and thus subject to limitations, delays, and other problems inherent to the operation of internet and electronic communications. Company is not responsible for delivery failures or other damage resulting from such problems. Where possible, Company will notify User(s) identified by the Customer during execution of Service Agreement to be the primary contact for Customer ("Named Users"), and raise support issues with Company of non-availability of the CAP Subscription. It is the responsibility of the Named Users to provide this information to all Users of CAP Subscription associated with Customer. Company shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to CAP Subscription Service that may result in loss of access from time to time without prior notice. Service features that interoperate with Trane Energy Manager software depend on the continuing availability of the third party APIs and programs for use with the CAP Subscription. If said parties cease to make the API or program available on reasonable terms for the CAP Subscription, Company may be interrupted from providing such features without entitling Customer to any refund, credit, or other compensation.

9. **Software Upgrades.** Software upgrades to CAP Subscription will be applied by the Company as soon as commercially reasonable after a new version is available. These will always be provided during the term of the Agreement and there is no provision for maintaining any other version than the current version in the SaaS environment.

10. **Database Backup.** Short term and long term database backups are performed at the sole discretion of the Company.

11. **Data Collection.** Where Customer has placed an order that includes CAP Subscription from Company, data will be collected from the designated meters, loggers, or devices and imported into CAP Subscription. It is Customer's responsibility to check CAP Subscription or configure appropriate alarms to ensure that data is appearing as expected. If data is missing, Customer should raise the issue as a request for support through the local Company office. Customer is free to export its own data from CAP Subscription at any time using the standard CAP Subscription export functions.

12. **Ownership of Data.** All data relating to the performance and condition of Customer building systems that Company collects in connection with the CAP Subscription shall be owned by Customer, provided that Customer grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company collects from Customer will not include any personal or individual information beyond that required for User access and account management. In providing the CAP Subscription, Company will comply with the Trane Technologies Data Protection and Privacy Policy, which is available at https://www.tranetechnologies.com/privacy-policy.html.

13. **Data Retention.** Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. Company will use commercially reasonable efforts to store Customer's data for up to 3 months. There is no guarantee as to the availability of the data.

14. **Communications – Analog Modem Facilities.** Customer authorizes Company to utilize Customer's telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer's use for extended periods of time while data is being collected from Customer's building systems and equipment. Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over Customer's telephone service.

15. Communications – Ethernet. Customer authorizes Company to utilize Customer's network infrastructure to provide the contracted services and acknowledge that Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not be able to collect data when network issues do not allow for successfully communications between Company data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

16. Logging and Data Mining. Customer grants Company the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to Users of Company products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by Company for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Company products and services.

17. Anti-Virus Prevention. Company maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto the SaaS environment. However, due to the nature of computer viruses, Company is not able to guarantee that provision of CAP Subscription will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is in place on all machines accessing the CAP Subscription.

18. Disaster Recovery. In the event that Company experiences a significant problem with CAP Subscription that results in or is expected to result in the loss of service for in excess of 5 working days, Company may transfer the CAP Subscription service to an alternative hosting environment. In the event that Company transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported into CAP after the last database backup was taken; CAP Subscription will be provided by a different IP address; while the IP address registered against the domain names is changed, Customer may need to access CAP Subscription via an IP address and not the normal domain name and data collection may not be available.

19. No Warranties. CUSTOMER EXPRESSLY AGREES THAT USE OF CAP SUBSCRIPTION IS AT THE SOLE RISK OF CUSTOMER, END USERS, AND NAMED USERS. COMPANY DOES NOT WARRANT OR GUARANTEE THAT CAP SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF CAP SUBSCRIPTION, OR AS TO THE TIMELINESS, EFFICACY, OPERABILITY, COMPLETENESS, ACCURACY, RELIABILITY OR CONTENT OF CAP SUBSCRIPTION OR OF ANY DESIGN, FUNCTION, PROCESS, OR INFORMATION PROVIDED THROUGH OR BY USE OF CAP SUBSCRIPTION. CAP SUBSCRIPTION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. CUSTOMER AGREES THAT CUSTOMER'S PURCHASE OF THE CAP SUBSCRIPTION IS NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES OR DCAPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY COMPANY REGARDING FUTURE FUNCTIONALITY OR FEATURES.

20. Privacy or Confidentiality. The Company will take commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts the Company from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Any breach in privacy should be reported by customer to the Company immediately.

21. Intellectual Property. Company retains and reserves all rights, title and interest in and to the CAP Subscription, including without limitation all Company software, algorithms, materials, formats, interfaces and proprietary information and technology, and all other Company products and CAP Subscription, and including all copyright, trade secret, patent, trademark and other intellectual property rights related to the foregoing. No rights are granted to the Customer hereunder with respect to the CAP Subscription or otherwise other than as expressly set forth herein.

22. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CONTRACTS, SECURITY BREACH, OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES) ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE CAP SUBSCRIPTION. Should Company nevertheless be found liable for any damages, such damages shall be limited to the most recent purchase price paid by Customer for CAP Subscription.

23. Customer Indemnity. Customer shall indemnify and hold Company harmless from and against any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Company arising from or in connection with Customer's use of CAP Subscription service, breach of these CAP Subscription Terms, and Company's possession or use of data, information or articles supplied by Customer to Company, including the infringement of any intellectual property rights resulting from the use or possession by Company of data, information or articles supplied by Customer to Company.

24. Change in Terms and Conditions. Company reserves the right to change the service level agreements, any part of the CAP Subscription offering, or the terms and conditions at any time.

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APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

ADDENDUM TO VENDOR'S AGREEMENT

The City of Melbourne's purchase pursuant to the attached agreement is conditioned upon the VENDOR agreeing to the terms and conditions set forth herein. To the extent of any conflict with provisions in the VENDOR's standard terms and conditions as set forth in VENDOR's agreement and the VENDOR's quote, the provisions in this Addendum will prevail. Collectively, the attached agreement (including other terms or documents or information incorporated by reference), the VENDOR's quote and this Addendum shall be referred to as "this Contract".

1. TERM OF CONTRACT. Notwithstanding anything to the contrary in this Contract, the term of this Contract, as extended through autorenewals or otherwise, shall be limited to five (5) years. The parties agree that VENDOR's price shall not increase through the term of this Contract except as specifically set forth on the quote. VENDOR understands and agrees that approval of this Contract is limited by this paragraph such that an amendment to this Contract will be required to extend the term further or to increase the price, as the case may be.

2. **PAYMENT**. 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. VENDOR agrees to invoice CITY no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the agreement. CITY will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. 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 Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

3. **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 goods and/or services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or 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, VENDOR 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.

4. **TERMINATION**. All provisions in this Contract providing for payment by the CITY as liquidated damages or as a cancellation fee or based upon acceleration of fees is hereby deleted. Upon termination of this Contract, the VENDOR shall pay the CITY a pro rata refund of payments made unless termination is based upon breach of the Contract by the CITY. All provisions that provide a security interest in property being purchased or owned by the CITY are hereby deleted. All provisions that authorize the VENDOR to repossess property or take action outside of court proceedings in response to a CITY breach of contract are hereby deleted.

5. **LIABILITY**. All provisions that require the CITY to assume liability or to indemnify, defend or hold harmless are hereby deleted. 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. Neither party shall be liable for any indirect, consequential, exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Contract. As applicable, the parties agree that 1% of the total payment to VENDOR is the specific consideration from the CITY to VENDOR for VENDOR's indemnity agreement.

6. **DISPUTES**. All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Brevard County, Florida. The statute of limitations set forth in the Laws of Florida shall apply. Each party shall bear its own attorneys' fees and costs.

7. **WAIVER OF JURY TRIAL**. BY ENTERING INTO THIS CONTRACT, EACH OF THE VENDOR AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATIONR ELATED TO THIS CONTRACT.

8. **NOTICE**. In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the CITY shall be provided to the City Manager, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

9. **ASSIGNMENT**. VENDOR 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.

10. **ACCESSIBILITY**. Any information, records, data or documentation provided by the VENDOR that is made available to the city or to the public shall be provided in a format compliant with ADA accessibility standards. For purposes of this requirement, ADA accessibility standards shall mean the world wide web consortium (w3c) wcag 2.1 AA accessibility guidelines.

11. **ENDORSEMENT**. All provisions that allow another to use the CITY's name in any advertising, endorsement or promotion are hereby deleted.

12. **ELECTRONIC SIGNATURES**. Unless waived by the CITY, this Contract shall not be executed via electronic signatures.

13. **PUBLIC RECORDS**. VENDOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law. All confidentiality provisions set forth in the contract are subject to disclosure pursuant to the Florida Public Records Law. VENDOR 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.. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and VENDOR shall not release a public record in response to a request arising from anyone other than the CITY. To the extent VENDOR is "acting on behalf of the CITY" VENDOR shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., VENDOR 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 VENDOR 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 VENDOR or keep and maintain public records required by the CITY to perform the Service. If the VENDOR transfers all public records to the CITY upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR 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 VENDOR 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 VENDOR. In the event of such breach, in addition to all other remedies available, VENDOR 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 VENDOR 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 VENDOR.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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

14. **STATE LAW CERTIFICATIONS AND DISCLOSURES**

a. **E-Verify**. The VENDOR understands that contracts with the CITY are subject to Florida Statutes, §448.095(2) and the VENDOR agrees to comply with the requirements of said statute. The VENDOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the CITY reserves the right to terminate this contract in accordance with §448.095(2),Fla. Stat.

b. **Public Entity Crimes Statement.** Pursuant to Section 287.133, Florida Statutes, as amended from time to time, VENDOR hereby certifies that neither it nor its affiliates(s) have been placed on the convicted vendor list following a conviction for a public entity crime. The VENDOR hereby acknowledges the continuous duty to disclose to the CITY if VENDOR or any of its affiliates as defined by Section 287.134, Florida Statutes, are placed on the Discriminatory Vendor List.

c. **Foreign Gifts And Contracts.** The VENDOR must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. *See Section 286.101(7)(a).*

d. **Scrutinized Companies.** VENDOR hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Section list; and c) has not been engaged in business operations in Cuba or Syria. If the CITY determines that VENDOR has falsely certified facts under this paragraph or if VENDOR is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent with Section 287.135, Florida Statutes, as amended. The CITY reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

e. **Anti-Trust Violations.** By entering into this Contract, VENDOR certifies that at the time of entering into this Contract, neither it nor its affiliate(s) are on the anti-trust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

f. **Environmental and Social Government and Corporate Activism.** Pursuant to 287.05701, Florida Statutes, as may be amended, CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Vendors are also prohibited from giving preference to subcontractors based on the factors set forth therein. Violations of this paragraph 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.

15. **CLOUD-BASED SERVICES**. The following provisions apply if this Contract is for cloud-based services.

a. **Content Ownership and Use**. Notwithstanding anything to the contrary in the attached agreement, VENDOR agrees that data entered into the VENDOR's cloud-based service system (the "Content") is owned by the CITY and shall be returned to CITY promptly upon demand in a format acceptable to the CITY and at no charge. Content shall not be withheld for non-payment. Upon successful transfer of Content to CITY, VENDOR will destroy Content as directed by CITY upon the CITY's authorization. VENDOR's access to Content is limited such that the CITY grants VENDOR a limited, royalty-free, non-exclusive, non-transferable and non-sublicensable license to process Content only in the United States as instructed by CITY and limited to the CITY's benefit.

b. **Confidentiality.** If VENDOR's employees or representatives are granted access to any of CITY's computer networks or systems (including, but not limited computer systems, application programs and databases), VENDOR shall treat all of CITY's data and information accessed from such system(s) as CITY's confidential information. In addition, (i) VENDOR, VENDOR's employees and representatives will not use or disclose for any purpose any aspect or portion of third party data or information which VENDOR may access for CITY's computer system(s), unless VENDOR first obtain the third party's written consent; and (ii) VENDOR shall make no electronic or hard copies of CITY's information extracted from CITY's computer system(s) unless specifically requested to do so by CITY, in which case VENDOR will clearly mark and treat the information as "City Confidential". VENDOR shall only provide copies to VENDOR's employees or representatives within CITY's facility having a direct need to know. The obligations stated in this section shall survive the expiration or termination of this Contract.

c. **Data Security.** VENDOR is responsible for safeguarding CITY data and Content from unauthorized access. All CITY data and Content will be stored, processed, and maintained in accordance with state and federal privacy and data protection laws and solely in data centers located in the United States. VENDOR agrees to immediately notify CITY of any unauthorized use, copying, or disclosure of the Content or portal accounts of which VENDOR becomes aware and agrees to immediately take such actions as are necessary to end and prevent any such use, copying, or disclosure. VENDOR acknowledges and agrees that any unauthorized use, copying or disclosure may cause immediate and irreparable injury to CITY or to third parties, and in such event, CITY may seek and obtain injunctive relief, without bond or other security, in addition to other remedies available at law and in equity.

d. **Indemnification for Intellectual Property.** VENDOR 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 or actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, copyright, or other proprietary right of any third party, arising out of the use or sale of VENDOR's cloud-based services (other than for liability proved to be the fault of CITY). VENDOR's indemnification under this subsection applies only to: (i) unmodified software or cloud-based service licensed to CITY; (ii) software or cloud-based service modified by VENDOR for CITY; and (iii) software or cloud-based service modified with VENDOR's express permission. If a third party's claim endangers or disrupts CITY's use of the cloud-based service, VENDOR shall, at CITY's option and at no charge to CITY, (a) replace the cloud-based service with a compatible, functionally equivalent and non-infringing product; (b) modify the cloud-based service to avoid the infringement; (c) obtain a license so CITY may continue use of the cloud-based service for the Contract term; or if these options are commercially unreasonable (d) return a pro-rata portion of the applicable fee paid by CITY.

e. **Subscription Term.** The beginning of the term of the initial subscription is subject to availability to the CITY of the contracted cloud based service and the parties agree that payment obligations for the license to use the cloud based service shall not apply unless and until the contracted cloud based service is available for use to the CITY.

f. **Backup and Recovery of Data.** VENDOR is responsible for maintaining a backup of the CITY data and content and for an orderly and timely recovery. VENDOR shall maintain a contemporaneous backup of CITY Content that can be recovered within a reasonable period of time.

g. **Waiver of Limitation of Liability.** VENDOR waives any limitation of liability in the Agreement for damages, costs and expenses resulting from VENDOR's breach of confidentiality or data security obligations, claims for which the VENDOR is insured and damages, costs and expenses payable under the VENDOR's indemnification obligations.

16. The terms and conditions of this Contract shall not be modified to conflict with this Addendum without the express written consent of the City of Melbourne.

IN WITNESS WHEREOF, the parties set forth above have set there hand and seal.

CITY:

CITY OF MELBOURNE, a Florida municipal corporation

By:________________________
Jenni Lamb
As City Manager

Date:__________________

ATTEST:

____
Kevin McKeown, City Clerk

VENDOR:

Trane U.S. Inc.

By: Erik Smedal
Name: Erik Smedal - Area Service Manager, Central and North Florida
As Authorized Agent

Date: 10/10/2025

Title of Attached Agreement: Trane Connected Building HVAC Service Agreement

Melbourne City Council
November 13, 2025
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:

Items Removed from the Consent Agenda

Background/Consideration:

Melbourne City Council
November 13, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.

Subject:

An ordinance amending Chapter 52 of the Melbourne City Code providing for procedures for honorary street naming.

Background/Consideration:

At the January 14, 2025, Regular Council Meeting, Council directed staff to research the steps involved in establishing a program for honorary naming of sidewalks, crosswalks, and roadways. Staff found that Chapter 166 of the Florida Statutes empowers municipalities to adopt ordinances to name and rename streets, including honorary street naming. Therefore, the City's local ordinances may be amended to provide procedures for requesting and approving honorary street names for streets.

Staff has identified Chapter 52 of the City Code for incorporation of honorary street naming and related uniform criteria and procedures for consideration. The honorary street name is not intended to supplant the official name of the street, but rather be a commemorative secondary name that supplements the official name of the street. The benefit of honorary street naming is that it does not interfere with the addressing, emergency response due to confusion related to street naming, and doesn't require public notice related to official street naming/renaming.

As provided under the City Manager's Report at the July 8, 2025 Regular Council Meeting, it should be noted that no examples were found in the Florida Statutes or in other municipality's procedures for the formal or honorary naming of sections of sidewalks or crosswalks, with the exception being off-road pedestrian trails. Furthermore, staff does not advise use of this practice due to the potential negative impact this could have on emergency responses by creating situations where portions of infrastructure could have multiple names or references other than the official or honorary street name.

The Ordinance contains the specific process that will be utilized by staff and Council for making honorary name changes.

Fiscal/Budget Impact:

The cost of the new signage related to honorary street naming will vary depending on the number of approved applications received each year as well as the length of the street. The estimated cost for each honorary street sign is approximately $124 per sign and background check costs are approximately $62 each. Funding source(s) will be determined with each honorary naming application.

Requested Action:
Approval of Ordinance No. 2025-51.

Memorandum

To: Jenni Lamb, City Manager

Thru: James Ennis, City Engineer

Date: October 27, 2025

Re: An ordinance amending Chapter 52 "Street, Sidewalk and Other Public Places" of the City Code of Ordinances; specifically, Sections 52-6, providing for honorary street naming procedures

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This is an ordinance to amend Chapter 52 "Street, Sidewalk and Other Public Places" of the City Code of Ordinances; specifically, Section 52-6 “Procedure to initiate street, facility or park name changes; application fee”, providing for procedures for honorary street naming.

Background

At the January 14, 2025, Regular Council Meeting, Council directed staff to research the steps involved in establishing a program for honorary naming of sidewalks, crosswalks, and roadways. Upon research, staff found that there are several statutes that regulate street naming and renaming in the State of Florida. Section 336.05 of the Florida Statutes authorizes county commissioners to name and rename streets in unincorporated County areas. Section 177.142 of the Florida Statutes allows governing bodies to rename platted streets through a replat process or other official actions, normally in response to identifying offensive or derogatory names.

However, Chapter 166 of the Florida Statutes, through the Municipal Home Rule Powers Act, broadly empowers municipalities to adopt ordinances to name and rename streets, including honorary street naming. Therefore, the City's local ordinances provide procedures for requesting and approving honorary street names for streets, parks, facilities or any city-owned property.

Staff proposes an amendment to the existing street renaming ordinance, Section 52-6 which is similar in criteria and procedure. From time to time, as requested by City Council, it may be appropriate to name or rename a certain city-owned street to honor an individual person, group or entity. The proposed section of code for honorary street naming (or renaming) will provide uniform criteria and procedures for consideration of this purpose. The honorary street name is not intended to supplant to the official name of the street, but rather be a commemorative secondary name that supplements the official name of the street. The benefit of honorary street naming is that is does not interfere with the addressing changes required with the official street name change ordinance.

It should be noted that no examples were found in the Florida Statutes for the formal or honorary naming of sections of sidewalks or crosswalks. This may be due to the potential to negatively impact emergency response times when naming specific infrastructure assets within a street that could conflict with the official or honorary name of the street itself.

Below are the key points of the proposed ordinance for honorary street naming:

1. City Council may initiate an application by consensus of the city council. Such consensus shall constitute direction to the city manager and city attorney to prepare a resolution for an honorary naming of the street. Said resolution shall be classified as an "application," as that term is used herein.

2. The honorary street name criteria is similar to the official street name change criteria except for the following:

- Following a determination that the application is sufficient for consideration or a vote by the city council to initiate consideration, the city manager, or designee, shall review the application taking into consideration the applicable criteria and shall make a recommendation to the city council regarding the proposed change of name.

- City council consideration. Upon receipt of a sufficient and completed application, after a vote of the city council and the receipt by the city council of the recommendation of the city manager, or their designee, the city council shall hold a public hearing regarding the honorary naming. The city council meeting shall serve as the public hearing.

- Posting of honorary street names shall occur at the beginning and end of the limits identified for the honorary naming, along with being posted every 1,000 feet within the area of honorary naming.

- Any honorary name conferred by city council which is found to no longer meet the original assessment criteria shall be brought back for council consideration and potential rescission upon consensus of city council. Such rescission would occur by a resolution adopted by council.

- As with other resolutions this is subject to revision or termination by future council action.

Funding Impact
The cost of the new signage will vary depending on the number of successful applications received each year. The estimated cost for each honorary street sign is approximately $124 per sign and background check costs are approximately $62 each. Funding source(s) will be determined with each honorary naming application.

Recommendation
Recommend approval of Ordinance 2025-51, amending Chapter 52 "Street, Sidewalk and Other Public Places" of the City Code of Ordinances; specifically, Sections 52-6 “Procedure to initiate street, facility or park name changes; application fee”, providing for procedures for honorary street naming.

ORDINANCE NO. 2025-51

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 52 OF THE CITY CODE, ENTITLED "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES;" AMENDING SECTION 52-6, "PROCEDURE TO INITIATE STREET, FACILITY OR PARK NAME CHANGES; APPLICATION FEE" TO PROVIDE FOR AN HONORARY STREET NAMING PROCEDURE; MAKING FINDINGS; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, prior to 2025, the City of Melbourne had no formal, consistent and equitable policy for the honorary naming of city-owned streets under exclusive control of the city, including and without limitation, in honor of individual persons, groups or entities; and

WHEREAS, at its January 14, 2025 meeting, City Council directed staff to research the steps involved in establishing a program for the honorary naming of city-owned streets in honor of an individual, group or entity; and

WHEREAS, it is in the best interest of the citizens of the City of Melbourne for City Council to adopt an ordinance that establishes a consistent and equitable policy for the naming of city-owned streets in honor of individuals and groups; and

WHEREAS, Chapter 166 of the Florida Statutes, Municipal Home Rule Power Act, allows for the renaming of city street by ordinances, including honorary street naming.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 52-6 of the City Code of Melbourne, Florida is hereby amended to read as follows:

Sec. 52-6. Procedure to initiate street, facility or park name changes; application fee.

(a) Official street, facility or park name change.

(~~a~~1) *Application by city.* A proposal to change the official name of any private or public street or any public facility or park within the city may be initiated by a vote of the city council. Such vote shall constitute direction to the city manager and city attorney to prepare either an ordinance for a street renaming or a resolution for a public facility or park renaming. Said ordinance or resolution shall be classified as an "application," as that term is used herein. Applications initiated by the city council shall be exempt from the requirements of subsections ~~(b), (c), (d), (e), and (f)(1)~~ (2), (3), (4), (5), and (6)(a.) of this section.

(~~b~~2) *Application by general public, real property owner, or other governmental agency.* Every applicant seeking to change the official name of any public or private street or any public facility or park, other than the city, including, but not limited to, an owner of real property within the city, a governmental entity other than the city, or other person, shall be required to file an application pursuant to the requirements of subsection ~~(c)~~ (3) of this section and to satisfy the requirements of subsections ~~(d), (e), and (f)~~ (4), (5), and (6) of this section.

(~~c~~3) *Application form.* A complete application for a change of the official name of a street or any public facility or park within the city shall be submitted to the city manager along with the consent to change street name form provided for in subsection ~~(d)~~ (4) of this section and an application fee of $200.00. All costs including notices, mailings, sign changes and associated costs shall be the responsibility of the applicant. When the city determines the costs to be greater than $200.00, an estimate will be provided to the applicant and payment for the difference shall be submitted for the application to be considered complete. Any unutilized funds will be returned to the applicant.

(~~d~~4) *Consent by adjacent property owners required for street name changes.*

~~(1)~~ a. For the purposes of this section, a property owner is defined as any individual, corporation, partnership, or other legal entity who owns in fee simple or holds a leasehold interest with a remaining term of 30 years or more in real property.

~~(2)~~ b. At least 70 percent by front footage of the property owners who own real property, any portion of which abuts the right-of-way/street segment which is subject to the application for name change, must execute a consent to change street name form which form shall be attached to the application. A person who has executed a consent form may at any time up until final passage of the ordinance request in writing that his signature be deleted from the consent form.

~~a.~~ 1. In determining if at least 70 percent of the property owners who own real property abutting the right-of-way/street segment which is subject to the application for name change have executed the consent form, the city shall ascertain the total number of front feet of real property abutting both sides of the right-of-way/street segment subject to the application. This number shall form a denominator of a fraction. The numerator shall be the total number of front feet abutting the right-of-way/street segment owned by persons executing the consent form. If the fraction is not greater than 70 percent, then the application shall be deemed to be insufficient for further review and consideration. In computing the overall number of front feet of property which abuts the right-of-way/street segment subject to an application to change street name:

~~1.~~ i. Public streets and roadways owned by a governmental entity or property owned by the city shall not be considered; and

~~2.~~ ii. Private property which is contiguous at a point shall not be counted.

~~b.~~ 2. In determining whether a person executing a consent form is in fact a fee simple owner of real property able to consent to a street name change as provided herein, the city may use the latest ad valorem tax rolls prepared by the county at the time of receipt of the application or more current evidence of ownership in the form of a deed submitted to the city. No consent shall be valid if it is executed more than 120 days prior to the date of submission of the application to change street name, or if any of the information in subsection ~~(d)(3)~~ (4)(c) of this section is not completed.

~~(3)~~ c. The consent to change street name form shall be in a format provided by the city manager.

(~~e~~5) *Amendments by an applicant petitioning for change of name of city street, facility or park.* After the application has been filed, amendments are not permitted without the approval of the city council, or as otherwise permitted in this section.

(~~f~~6) *Criteria for renaming a street, facility or park.*

~~(1)~~ a. The following criteria shall be used by the city manager, or designee, to determine whether the city street, facility or park is eligible for official renaming:

~~a. The change of name of a city street shall not prove disruptive or adverse to the ability of emergency services, including police, fire paramedic, ambulance services, and the county's emergency 911 system, to respond to an emergency involving the life, safety, or health of any person.~~

~~b.~~ 1. If the request is to change the name of a private street, or a public street operated and maintained by other than the city, the city shall attempt to obtain consent to the name change from the owner/operator of the street.

~~c.~~ 2. Required consent from abutting property owners for a street name change, as required in subsection ~~(d)~~ (4), has been met.

~~d.~~ 3. The renaming of a street, facility or park name that has been in existence for 30 years or more will not be considered unless there is a compelling public safety reason.

~~e.~~ 4. Streets, facilities or parks that have already been renamed are not eligible for renaming again.

~~f.~~ 5. Duplicate street names will not be considered.

~~g.~~ 6. Proliferation of the same name for different city streets, facilities or parks shall be avoided.

~~h.~~ 7. Names that promote alcohol and tobacco products or political organizations shall not be considered.

~~i.~~ 8. Names with connotations which by contemporary community standards are derogatory or offensive shall not be considered.

~~(2)~~ b. The following additional guidelines shall be used by the city manager, or designee, to evaluate the request for renaming a city street, facility or park:

1. The change of name of a city street shall not prove disruptive or adverse to the ability of emergency services, including police, fire, paramedic, ambulance services, and the county's emergency 911 system, to respond to an emergency involving the life, safety, or health of any person.

~~a.~~ 2. The cost that the renaming will have on any other person that is or could be materially affected by the name change.

~~b.~~ 3. Use of recognized geographic names.

~~c.~~ 4. Use of natural historic features.

~~d.~~ 5. Cultural or historical significance to the city or surrounding neighborhood.

~~e.~~ 6. Preference to names of long established local usage and names that lend dignity to the street, facility or park.

~~f.~~ 7. When naming for a person:

~~1.~~ i. A biography and other relevant background information must be included.

~~2.~~ ii. The person must have achieved prominence as a result of his or her significant, positive contribution to the United States, state and/or to the local community.

~~3.~~ iii. The person must have been deceased for at least five years.

~~4.~~ iv. The person must not have been convicted of any felony or crime involving moral turpitude or had pending charges at the time of his or her death as verified by staff by performing a background check through the state department of law enforcement.

~~5.~~ v. If renaming for a living person, the person must have made significant contributions to the community for a period of greater than 25 years.

~~6.~~ vi. The person may not be a current city council member or city employee.

~~7.~~ vii. The person may have made a significant financial contribution to the city or to a specific facility or park.

~~(3)~~ c. Following a determination that the application is sufficient for consideration or a vote by the city council to initiate consideration as set forth in subsection (a)(1) of this section, the city manager, or designee, shall review the application taking into consideration the preceding criteria and shall make a recommendation to the city council regarding the proposed change of name.

(~~g~~7) *City council consideration.*

~~(1)~~ a. Upon receipt of a sufficient and completed application, as set forth above or after a vote of the city council pursuant to subsection (a)(1) of this section, as the case may be, and the receipt by the city council of the recommendation of the city manager, the city council shall hold a public hearing regarding the name change.

~~(2)~~ b. Courtesy notice.

~~a.~~ 1. A courtesy notice shall be prepared and mailed by the city to the property owners of record of any parcel of real property, any portion of which abuts, as described in subsection ~~(d)~~ (4) of this section, the right-of-way/street segment subject to consideration to have its name changed. Courtesy notices will also be mailed to property owners of record within 500 feet of a facility or park that is being considered for renaming. Failure to mail the courtesy notice, failure to include all information in correct form or substance as required herein, or failure of the intended recipient to receive the notice shall not affect any proceeding or action taken with regard to an ordinance to change the name of any segment of any street. The property owners to whom the courtesy notice may be mailed shall be those property owners listed on the latest ad valorem tax rolls prepared by the county at the time of mailing of the courtesy notice. Mailing shall be by first class, United States mail, postage prepaid. Notice shall be deemed to have been given when the courtesy notice is deposited in the United States mail.

~~b.~~ 2. The courtesy notice shall state that a proposal has been made to change the name of a segment of a city street, facility or park, identify the existing and proposed name of the street, facility or park; the date when the change would go into effect; and the end points of the street segment affected. The notice shall also state the time, date and place of the proposed public hearing by the city council. The courtesy notice shall be mailed at least ten days prior to the second reading of an ordinance to accomplish a name change of the segment of a city street.

(b) Honorary street naming. From time to time, it may be appropriate to honor an individual person, group, or entity by bestowing an honorary name to a certain city-owned street. This section provides uniform criteria and procedures for this purpose. The honorary street name shall not supplant the official name of the street, but rather be a commemorative secondary name that supplements the official name of the street.

(1) *Application by city.* A proposal to add or change the honorary name of any private or public street within the city may be initiated by a consensus of the city council. Such consensus shall constitute direction to the city manager and city attorney to prepare a resolution for an honorary naming of the street. Said resolution shall be classified as an "application," as that term is used herein.

(2) The following criteria shall be used by the city manager, or designee, to evaluate the honorary naming:

a. The honorary name of a city street shall not prove disruptive or adverse to the ability of emergency services, including police, fire, paramedic, ambulance services, and the county's emergency 911 system, to respond to an emergency involving the life, safety, or health of any person.

b. The cost that the naming will have on any other person that is or could be materially affected by the name change.

c. Use of recognized geographic names.

d. Use of natural historic features.

e. Cultural or historical significance to the city or surrounding neighborhood.

f. Preference to names of long established local usage and names that lend dignity to the street.

g. When naming for a person:

1. A biography and other relevant background information must be included.

2. The person must have achieved prominence as a result of his or her significant, positive contribution to the United States, state and/or to the local community.

3. The person must have been deceased for at least five years.

4. The person must not have been convicted of any felony or crime involving moral turpitude or had pending charges at the time of his or her death as verified by staff by performing a background check through the state department of law enforcement.

5. If naming for a living person, the person must have made significant contributions to the community for a period of greater than 25 years.

6. The person may not be a current city council member or city employee.

7. The person may have made a significant financial contribution to the city.

(3) Following a determination that the application is sufficient for consideration or a vote by the city council to initiate consideration as set forth in subsection (b)(1) of this section, the city manager, or designee, shall review the application taking into consideration the preceding criteria and shall make a recommendation to the city council regarding the proposed honorary naming.

(4) City council consideration. Upon receipt of a sufficient and completed application, as set forth above or after a vote of the city council pursuant to

subsection (b)(1) of this section and the receipt by the city council of the recommendation of the city manager, or their designee, pursuant to subsection (b)(3), the city council shall hold a public hearing regarding the honorary naming.

(5) Posting of honorary street names shall occur at the beginning and end of the limits identified for the honorary naming, along with being posted every 1,000 feet within the area of honorary naming.

(6) Any honorary name conferred by city council which is found to no longer meet the original assessment criteria pursuant to subsection (b)(2) shall be brought back for council consideration and potential rescission upon consensus of city council. Such rescission would occur by a resolution adopted by council.

SECTION 2. Severability/Interpretation Clause.

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

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

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

SECTION 4. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025 and adopted on second/final reading at a regular meeting of the City Council on the day of , 2025.

BY: ________________________________
Paul Alfrey, Mayor

ATTEST: ________________________________
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-51

Melbourne City Council
November 13, 2025
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.15.

Subject:
Series 2026A Water & Sewer Refunding Bonds and Series 2002B Water & Sewer Defeasance

Background/Consideration:
PFM Financial Advisors, LLC (PFM) continually monitors the City's outstanding debt portfolio for refunding opportunities. PFM has determined that current market conditions would allow for debt service savings to be achieved by refunding the Series 2016A and Series 2016B Water and Sewer Refunding Revenue Bonds. There are $13,550,000 in Series 2016A bonds outstanding and $14,465,000 in Series 2016B bonds outstanding, with both sets of bonds having an initial call date of April 1, 2026. PFM estimates that the City could realize approximately $1,700,000 of net present value debt service savings (net of all costs associated with completing this transaction) or over 6.00% of the refunded bonds par amount. It is generally recommended by PFM and the Government Financial Officer's Association (GFOA) to pursue a refund if debt service savings in excess of 3% of the refunded bonds par amount can be achieved.

The proposed bond resolution and certain exhibits have been prepared by bond counsel, Bryant Miller Olive, P.A. This resolution authorizes the issuance of the tax-exempt bonds, Series 2026A, not-to-exceed the aggregate principal amount of $29,000,000 for the purpose of refunding the outstanding Series 2016A and 2016B bonds, and authorizes the Mayor, City Manager, Director of Finance, and City Clerk, or their duly authorized alternative officers, to execute certain documents necessary for the issuance of the bond.

Competitive sale of the bonds is anticipated to take place the week of December 8, 2025, with a closing date forecasted for the week of January 5, 2026. Actual dates may vary depending on the advice of our financial advisor, PFM Advisors, LLC, to time this offering in the most advantageous manner for the City.

Additionally, during the process of pursuing the bond refunding, City staff inquired about the defeasance of the Series 2002B bonds. The 2002B bonds are the City's only outstanding debt, which utilizes an external sinking fund arrangement and externally held in reserve account of $4,600,000, currently with Bank of New York Mellon. The final payment on the bonds is scheduled for October 1, 2026. Rather than continue to contribute Water and Sewer Funds into a sinking fund in advance of the final payment, staff would prefer, based on bond counsel, to utilize the existing reserve account to make the final payment. Funds contributed to the externally held sinking fund generally earn 2% less in interest than funds in the City's investment portfolio.

Fiscal/Budget Impact:
Debt service payments associated with the Series 2026 bonds will be approximately $160,000 less annually as opposed to the current debt service payments associated with the Series 2016A and 2016B bonds.

Defeasance of the Series 2002B bonds will achieve approximately 1.5 to 2.0% in higher interest earnings than if funds continue to be transferred to Bank of New York Mellon in anticipation of the final payment on October 1, 2026.

Requested Action:
a. Approval of Resolution No. 4387.
b. Approval of Resolution No. 4388.

RESOLUTION NO. 4387

A RESOLUTION OF THE CITY OF MELBOURNE, FLORIDA, SUPPLEMENTING CITY ORDINANCE NO. 2007-12, AS AMENDED; PROVIDING FOR AND AUTHORIZING THE ISSUANCE OF ITS WATER AND SEWER REFUNDING REVENUE BONDS, SERIES 2026A, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $29,000,000 FOR THE PRINCIPAL PURPOSE OF CURRENTLY REFUNDING ALL OF THE CITY'S OUTSTANDING WATER AND SEWER REFUNDING REVENUE BONDS, SERIES 2016A AND WATER AND SEWER REFUNDING REVENUE BONDS, SERIES 2016B, AND PAYING COSTS RELATED THERETO, SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS CONTAINED HEREIN; APPROVING THE FORMS OF THE SUMMARY NOTICE OF SALE AND OFFICIAL NOTICE OF SALE WITH RESPECT TO SUCH BONDS; DELEGATING TO THE CITY MANAGER THE AUTHORITY TO DETERMINE THE PRINCIPAL AMOUNTS OF SUCH BONDS TO BE ISSUED AND THE BID DATE WITH RESPECT TO SUCH BONDS, TO AWARD THE SALE THEREOF TO THE LOWEST CONFORMING BIDDER BASED ON TRUE INTEREST COST BIDS SUBMITTED AT PUBLIC SALE, AND TO DETERMINE THE TERMS OF SUCH SALE; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE PRELIMINARY OFFICIAL STATEMENT, FINAL OFFICIAL STATEMENT, DISCLOSURE DISSEMINATION AGENT AGREEMENT AND ESCROW DEPOSIT AGREEMENT; APPOINTING A REGISTRAR, PAYING AGENT AND AUTHENTICATING AGENT; APPOINTING A VERIFICATION AGENT; SPECIFYING THE PRINCIPAL AND INTEREST PAYMENT DATES; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2007-12 enacted by the City Council of the City of Melbourne, Florida (the "City Council") on March 13, 2007, as amended by Ordinance No. 2012-37 enacted by the City Council on October 9, 2012 and Ordinance No. 2023-33 enacted by the City Council on October 24, 2023 (as further amended and supplemented from time to time, and as particularly supplemented hereby, the "Ordinance"), the City of Melbourne, Florida (the "Issuer") previously issued its currently Outstanding Water and Sewer Refunding Revenue Bonds, Series 2002B, Water and Sewer Refunding Revenue Bonds, Series 2016A, Water and Sewer Refunding Revenue Bonds, Series 2016B, Water and Sewer Revenue Bond, Series 2021, Water and Sewer Refunding Revenue Bond, Series 2022 and Water and Sewer Revenue Bonds, Series 2023 (collectively, the "Prior Bonds"); and

WHEREAS, all terms used herein in capitalized form, unless otherwise defined herein, shall have the same meanings as ascribed to them in the Ordinance; and

WHEREAS, the Ordinance authorizes the issuance of Additional Bonds to refund any of the Prior Bonds; and

WHEREAS, the Issuer desires to issue its Water and Sewer Refunding Revenue Bonds, Series 2026A (the "2026A Bonds") on parity and equal status with the Prior Bonds that are not being refunded through the issuance of the 2026A Bonds as to source of security, pursuant to the terms herein and in the Ordinance, to currently refund all of the Outstanding Water and Sewer Refunding Revenue Bonds, Series 2016A and Water and Sewer Refunding Revenue Bonds, Series 2016B (collectively, the "Refunded Bonds"); and

WHEREAS, the Issuer intends to defease all of its Outstanding Water and Sewer Refunding Revenue Bonds, Series 2002B, prior to issuing the 2026A Bonds; and

WHEREAS, the Issuer wishes to approve the forms of the Summary Notice of Sale attached hereto as Exhibit A and the Official Notice of Sale attached hereto as Exhibit B, each by reference made a part hereof; and

WHEREAS, the Official Notice of Sale is to be provided to potential purchasers of the 2026A Bonds; and

WHEREAS, the Issuer wishes to delegate to the City Manager the authority to determine the bid date with respect to the 2026A Bonds, to award the sale thereof to the lowest conforming bidder (the "Purchaser") based on true interest cost, in the aggregate principal amount of not exceeding $29,000,000 for the purposes described herein, and to determine the terms of such sale, all in accordance with the Official Notice of Sale; and

WHEREAS, prior to the award and sale of the 2026A Bonds, the Issuer will be provided all applicable disclosure information required by Section 218.385, Florida Statutes, a copy of which will be attached to or otherwise included as part of the Official Notice of Sale; and

WHEREAS, the Issuer desires to approve the form and authorize the use and distribution of a Preliminary Official Statement for the 2026A Bonds, to authorize the circulation of such Preliminary Official Statement in substantially the form approved hereby, with such changes as may be approved by the City Manager in accordance with the authorizations set forth herein (the draft Preliminary Official Statement, with such changes, being referred to herein as the "Preliminary Official Statement"), a form of which is attached hereto as Exhibit C, to authorize the Mayor, City Manager or Director of Finance to deem final the Preliminary Official Statement for purposes of Securities and Exchange Commission Rule 15c2-12 (the "Rule"), and to authorize the execution and distribution of the final Official Statement substantially in the form of the Preliminary Official Statement with such further changes as herein authorized; and

WHEREAS, the Issuer desires to approve the form of and authorize the execution and delivery of one or more Disclosure Dissemination Agent Agreements and Escrow Deposit Agreements for the 2026A Bonds, forms of which are attached hereto as Exhibit D (the "Disclosure Dissemination Agent Agreement") and Exhibit E (the "Escrow Deposit Agreement"), respectively; and

WHEREAS, the Issuer desires to appoint Robert Thomas CPA, LLC as verification agent (the "Verification Agent"); and

WHEREAS, the Issuer hereby supplements the Ordinance in accordance with the terms thereof.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA, that:

ARTICLE I
AUTHORITY

This Resolution is adopted pursuant to the Act and the Ordinance.

ARTICLE II
DEFINITIONS

All terms used herein in capitalized form, unless otherwise defined herein, shall have the same meanings as ascribed to them in the Ordinance. As used herein, unless the context otherwise requires:

"2026A Bonds" means the City of Melbourne Water and Refunding Sewer Revenue Bonds, Series 2026A, authorized to be issued pursuant to this Resolution as Additional Bonds under the Ordinance in the aggregate principal amount of not exceeding $29,000,000.

"2026 Reserve Requirement" has the meaning ascribed thereto in Section 9.1 hereof.

"City Attorney" means the City Attorney of the Issuer, together with any interim, acting, assistant or deputy City Attorney of the Issuer.

"City Manager" means the City Manager of the Issuer, together with any interim, acting, assistant or deputy City Manager of the Issuer.

"Record Date" means the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding the applicable interest payment date.

ARTICLE III
FINDINGS

SECTION 3.1. The findings and declarations of the Issuer contained in the Ordinance are hereby expressly approved, reaffirmed and ratified.

SECTION 3.2. The Issuer finds and determines that:

A. The estimated Pledged Revenues to be derived in each year hereafter are expected to be sufficient to pay all the principal of, premium, if any, and interest on all of the Bonds outstanding, including the 2026A Bonds herein authorized and the Prior Bonds, as the same become due and to make all sinking fund, reserve and other payments in connection therewith as required by the Ordinance and this Resolution; and

B. It is necessary and in the best interests of the Issuer to refund the Refunded Bonds; and

C. The Issuer is authorized under the Act and Section 10.02 of the Ordinance to authorize the issuance of Additional Bonds by resolution and to use the proceeds thereof for the purposes refunding the Refunded Bonds; and

D. The 2026A Bonds will not be issued unless the requirements of Section 10.02 of the Ordinance are satisfied on or prior to the issuance of the 2026A Bonds and upon issuance in accordance with the terms hereof and thereof, the 2026A Bonds will constitute "Additional Bonds" under the Ordinance entitled to all of the security and benefits thereof.

SECTION 3.3. It is hereby ascertained, determined and declared that it is in the best interest of the Issuer to provide for the sale by competitive bid of the 2026A Bonds having a dated date, maturing and bearing interest, having such redemption features and such other terms as set forth herein and in the Official Notice of Sale attached hereto as Exhibit B, the bid proposal of the Purchaser selected on a subsequent date pursuant to the terms hereof, which bid shall be made pursuant to such Official Notice of Sale and the Preliminary Official Statement. The City Manager is hereby authorized, in light of market conditions and in order to minimize the Issuer's interest costs, to determine the bid date, based on the advice of PFM Financial Advisors LLC (the "Municipal Advisor") as to the most advantageous date for such sale, to award the sale of the 2026A Bonds in the aggregate principal amount necessary to currently refund the Refunded Bonds and paying the costs of issuance of the 2026A Bonds, in accordance with the terms of the Official Notice of Sale, and to cash and deposit into a special account, with right of investment with interest accruing to the benefit of the Issuer, the good faith check of the Purchaser, or in lieu of the delivery of such check, to receive such amount pursuant to wire transfer in accordance with the terms of the Official Notice of Sale attached hereto as Exhibit B. Such sale may be conducted via the Internet as described in the Official Notice of Sale attached hereto as Exhibit B, or in such other manner as the City Manager deems to be in the best interest of the Issuer. In accordance with Section 218.385(1), Florida Statutes, there shall be published a notice of the sale by competitive bid in the form of the Summary Notice of Sale attached hereto as Exhibit A.

ARTICLE IV
CONTRACTUAL OBLIGATIONS;
COVENANTS IN ORDINANCE APPLICABLE

In consideration of the acceptance of the 2026A Bonds authorized to be issued under the Ordinance and this Resolution by those who shall hold the same from time to time, the Ordinance and this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the registered owner of the 2026A Bonds. The covenants and agreements set forth herein and in the Ordinance to be performed by the Issuer shall be for the equal benefit, protection and security of the registered owners of the 2026A Bonds, and the 2026A Bonds shall be of equal rank with all other Bonds outstanding under the Ordinance without preference, priority or distinction over any other thereof. All covenants contained in the Ordinance shall be fully applicable to the 2026A Bonds.

ARTICLE V
AUTHORIZATION OF REFUNDING

The current refunding of the Refunded Bonds is hereby authorized.

ARTICLE VI
TERMS OF THE 2026A BONDS

SECTION 6.1. Authorization of the 2026A Bonds. Subject and pursuant to the terms hereof and of the Ordinance, the 2026A Bonds, to be known as "City of Melbourne, Florida Water and Sewer Refunding Revenue Bonds, Series 2026A," are hereby authorized to be issued for the purposes described in Article V hereof.

The 2026A Bonds shall be issued for the purpose of currently refunding the Refunded Bonds and paying the costs of issuance of the 2026A Bonds.

Notwithstanding anything contained herein to the contrary, the 2026A Bonds will not be issued until the conditions precedent to the issuance thereof as Additional Bonds contained in Section 10.02 of the Ordinance have been complied with.

SECTION 6.2. Terms of the 2026A Bonds.

A. The 2026A Bonds shall be dated the date of their delivery or such other date or dates as determined by the City Manager, and the 2026A Bonds shall bear interest (at a rate not to exceed the maximum rate permitted by applicable law) from their dated date, payable semiannually on the fifteenth day of May and the fifteenth day of November of each year, commencing on May 15, 2026 or such other date as may be set forth in a Certificate of Award (the

"Certificate of Award") as approved by the City Manager, at the rates, and shall mature annually on November 15 of each year substantially in accordance with the maturity schedule set forth or incorporated by reference in the Certificate of Award as herein contemplated. The 2026A Bonds shall be issued as fully registered bonds in the denomination of $5,000 each or any integral multiple thereof.

B. The 2026A Bonds shall be numbered from one upward preceded by the letter "R" prefixed to the number, respectively. Principal of and premium, if any, on the 2026A Bonds shall be payable upon presentation and surrender of such 2026A Bonds at maturity or upon redemption at the designated trust office of the Registrar. Interest on the 2026A Bonds shall be paid by check or draft drawn upon the Paying Agent and mailed to the registered owners of such 2026A Bonds as of the Record Date at the addresses as they appear on the registration books held by the Registrar. The registration of the 2026A Bonds may be transferred on the registration books in the manner and upon the terms and conditions provided in the form of the 2026A Bonds.

Any Registered Owner of the 2026A Bonds in the aggregate principal amount of $1,000,000 or more may, upon written notice to the Registrar, given not less than five (5) business days prior to the Record Date, direct that payment of interest on such 2026A Bonds be made by wire transfer or other medium acceptable to the Registrar and specifying the account in the continental United States to which such funds are to be transferred.

C. The payment of the principal of, premium, if any, and interest on the 2026A Bonds shall be secured equally and ratably by an irrevocable lien on the Pledged Revenues, moneys deposited into the funds and accounts created by the Ordinance, and all earnings thereon, on a parity with any outstanding Prior Bonds, all in the manner and to the extent provided in the Ordinance.

SECTION 6.3. Form of 2026A Bonds. The text of the 2026A Bonds, the form of assignment for such 2026A Bonds and the form for the certificate of authentication shall be in substantially the form in Exhibit F attached hereto, with such omissions, insertions and variations as may be necessary or desirable and authorized, permitted by or not inconsistent with the Ordinance or this Resolution or by any subsequent resolution adopted prior to the issuance thereof or as may be approved by the City Manager, or as otherwise may be necessary or desirable, the signature of the City Manager on the 2026A Bonds being conclusive evidence of the approval of such omissions, insertions or variations from such form.

ARTICLE VII
BOOK-ENTRY BONDS

A blanket letter of representations dated February 2, 2022 has been entered into by the Issuer (the "Letter of Representations") with The Depository Trust Company ("DTC"). It is intended that the 2026A Bonds be registered so as to participate in a global book-entry system with DTC as set forth herein and in such Letter of Representations. The 2026A Bonds shall be initially issued in the form of a single fully registered bond of each maturity. Upon initial issuance, the ownership of such 2026A Bonds shall be registered by the Registrar in the name of Cede & Co., as nominee for DTC. With respect to 2026A Bonds registered by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds 2026A Bonds from time to time as securities depositary (each such broker-dealer, bank or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the 2026A Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the 2026A Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a 2026A Bonds as shown in the bond register, of any notice with respect to the 2026A Bonds, including any notice of redemption or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a 2026A Bonds as shown in the bond register, of any amount with respect to principal of, premium, if any, or interest, if applicable, on the 2026A Bonds. No person other than a registered owner of a 2026A Bonds as shown in the bond register shall receive a 2026A Bonds certificate with respect to any 2026A Bonds. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest by the mailing of checks or drafts to the registered owners of 2026A Bonds appearing as registered owners in the registration books maintained by the Registrar at the close of business on a Record Date, the name "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Issuer, the Paying Agent and DTC evidenced by the Letter of Representations shall be terminated for any reason or (c) the Issuer determines that it is in the best interests of the beneficial owners of the 2026A Bonds that they be able to obtain certificated 2026A Bonds, the Issuer shall notify DTC of the availability through DTC of 2026A Bonds certificates and the 2026A Bonds shall no longer be restricted to being registered in the bond register in the name of Cede & Co., as nominee of DTC; provided, however, that the conditions contained in the Letter of Representations must be satisfied and, to the extent of any conflict between the Letter of Representations and this Resolution, the Letter of Representations shall prevail. At that time, the Issuer may determine that the 2026A Bonds shall be registered in the name of and deposited with a successor depository operating a universal book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate universal book-entry system, then the 2026A Bonds may be registered in whatever name or names registered owners of 2026A Bonds transferring or changing 2026A Bonds designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Resolution to the contrary, so long as any 2026A Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest, if applicable, on such 2026A Bonds and all notices with respect to such 2026A Bonds, and any discontinuance or modification of the book-entry system of registration, shall be made and given, respectively, in the manner and to the extent provided in the Letter of Representations.

ARTICLE VIII
REDEMPTION OF THE REFUNDED BONDS AND APPLICATION OF PROCEEDS

SECTION 8.1. Redemption of the Refunded Bonds; Notices of Redemption and Defeasance.

(A) Subject to the execution and delivery of the 2026A Bonds for the purpose of refunding the Refunded Bonds, the Issuer hereby determines that the Refunded Bonds shall be called for redemption on April 1, 2026, or such other date as determined by the City Manager in the Escrow Deposit Agreement (the "2016 Redemption Date") at a redemption price equal to the principal amount to be redeemed plus accrued interest through the 2016 Redemption Date.

(B) Subject to the execution and delivery of the 2026A Bonds for the purpose of refunding the Refunded Bonds, the Issuer hereby directs The Bank of New York Mellon Trust Company, N.A., or its successor or assigns, as Registrar and Paying Agent for such Refunded Bonds, to prepare a notice of such redemption, which may be conditional, and, at least thirty (30) days and not more than sixty (60) days before the 2016 Redemption Date, a copy of such notice of redemption shall be mailed by the U.S. mail, postage prepaid, to all registered owners of such Refunded Bonds at their addresses as they appear on the registration books maintained in accordance with the Ordinance in accordance with the requirements of the Ordinance.

SECTION 8.2. Application of the 2026A Bond Proceeds and Approval of the Escrow Deposit Agreement. The proceeds, including premium, if any, received from the sale of the 2026A Bonds shall be applied by the Issuer simultaneously with the delivery of the 2026A Bonds to or upon the order of the Purchaser, as follows:

(A) An amount equal to the costs of issuance of the 2026A Bonds hall be set aside by the Issuer and used to pay the costs of issuance of the 2026A Bonds.

(B) The amounts specified in the Escrow Deposit Agreement relating to Refunded Bonds which, together with other legally available funds of the Issuer, if any, shall be sufficient to pay the principal of, redemption premium, if applicable, and interest on the Refunded Bonds, shall be deposited pursuant to the provisions of one or more Escrow Deposit Agreements.

Such funds shall be kept separate and apart from all other funds of the Issuer and such funds shall be withdrawn, used and applied by the Issuer solely for the purposes set forth herein and in the Escrow Deposit Agreement. All such proceeds shall be and constitute trust funds for such purposes, and there is hereby created a lien in favor of the holders of the specified Refunded Bonds upon such money deposited under the Escrow Deposit Agreement until so applied.

Simultaneously with the delivery of the 2026A Bonds to the Purchaser, the Issuer shall enter into the Escrow Deposit Agreement with The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida (the "Escrow Agent"), who is hereby appointed Escrow Agent thereunder, which shall provide for the deposit of sums and for the investment of moneys in Federal Securities so as to produce sufficient funds to make all the payments described in the Escrow Deposit Agreement. The form of the Escrow Deposit Agreement attached hereto as Exhibit E is hereby approved, and the execution of the Escrow Deposit Agreement by the City Manager, to be attested by the City Clerk under seal, is hereby authorized with such changes, modifications and revisions to the Escrow Deposit Agreement as the City Manager may deem necessary or desirable. At the time of execution of the Escrow Deposit Agreement, the Issuer shall furnish to the Escrow Agent named therein, appropriate documentation to demonstrate that the sums being deposited and the investments to be made will be sufficient for such purposes.

The City hereby designates the Municipal Advisor to determine the method for procuring Federal Securities in the most economically advantageous manner taking into account delivery risks, if any, and to pay costs associated with the procurement of such Federal Securities.

SECTION 8.3 Transfer of Existing Funds. On the date of issuance of the 2026A Bonds, the Issuer may transfer certain of the monies on hand in the various funds and accounts established in connection with the issuance of the Refunded Bonds, if any, into the Escrow Account established pursuant to the Escrow Deposit Agreement.

ARTICLE IX
NO RESERVE FUNDING

SECTION 9.1 No Reserve Funding. The 2026 Reserve Requirement with respect to the 2026A Bonds is $0. The 2026A Bonds shall not be secured by the Reserve Fund, the Composite Reserve Account or any other fund or account created in the Reserve Fund.

ARTICLE X
DESIGNATIONS AND APPROVALS

SECTION 10.1. Authenticating Agent, Paying Agent and Registrar. U.S. Bank Trust Company, National Association, Jacksonville, Florida, is hereby designated as the Authenticating Agent, Paying Agent and Registrar for the 2026A Bonds.

SECTION 10.2. Approval of Official Notice of Sale; Delegation of Authority to City Manager. The form of the Official Notice of Sale attached hereto as Exhibit B is hereby approved, subject to such changes, insertions and omissions and filling of blanks therein as may be approved and made in such form by the City Manager in a manner consistent with the terms of this Resolution. The City Manager is hereby authorized to accept the offer of the Purchaser to purchase the 2026A Bonds provided that (A) the aggregate principal amounts of the 2026A Bonds is not in excess of $29,000,000, (B) the final maturity of the 2026A Bonds is not later than

November 15, 2037, and (C) the net present value debt service savings on the Refunded Bonds is no less than three percent (3%) of the par value of the Refunded Bonds.

SECTION 10.3. Approval of the Preliminary Official Statement. The Issuer hereby ratifies and approves the form and content of the draft Preliminary Official Statement attached hereto as Exhibit C and hereby authorizes the City Manager to make or approve such changes, modifications and revisions to the Preliminary Official Statement as the City Manager may deem necessary or desirable; and ratifies and approves the use and distribution of the Preliminary Official Statement in the marketing of the 2026A Bonds; and authorizes the use of an electronic medium to effect such use and distribution. The Mayor, the City Manager or the Director of Finance is authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12(b) under the Securities Exchange Act of 1934 and to deliver a certificate to that effect. The Mayor, City Manager and Director of Finance are hereby authorized, individually or collectively, to execute, on behalf of the Issuer, the final Official Statement relating to the 2026A Bonds with such changes from the Preliminary Official Statement as they, in their sole discretion, may approve, such execution to be conclusive evidence of such approval, and such final Official Statement is hereby authorized to be delivered in connection with the sale of the 2026A Bonds.

SECTION 10.4. Approval of Form of the Disclosure Dissemination Agent Agreement. The form of the Disclosure Dissemination Agent Agreement attached hereto as Exhibit D is hereby approved, subject to such changes, insertions and omissions and the filling of blanks therein as may be approved and made in such form of Disclosure Dissemination Agent Agreement by the officers of the Issuer executing the same, such execution and delivery to be conclusive evidence of such approval. The City Manager is hereby authorized to execute and deliver, to be attested by the City Clerk under seal, the Disclosure Dissemination Agent Agreement on behalf of the Issuer in connection with the issuance and delivery of the 2026A Bonds in order for the Purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with such Disclosure Dissemination Agent Agreement shall not be considered an Event of Default under the Ordinance. However, the Disclosure Dissemination Agent Agreement shall be enforceable by the 2026A Bondholders in the event that the Issuer fails to cure a breach thereunder within a reasonable time after written notice from a 2026A Bondholder to the Issuer that a breach exists. Any rights of the 2026A Bondholders to enforce the provisions of this covenant shall be on behalf of all 2026A Bondholders and shall be limited to a right to obtain specific performance of the Issuer's obligations thereunder.

SECTION 10.5. Appointment of Verification Agent. Robert Thomas CPA, LLC is hereby appointed as Verification Agent.

ARTICLE XI
AUTHORIZATIONS CONCERNING THE 2026A BONDS

SECTION 11.1. Authorizations Concerning the 2026A Bonds. The Mayor, City Manager, City Attorney, Director of Finance and City Clerk of the Issuer or their respective duly authorized alternative officers are hereby authorized and directed on behalf of the Issuer to execute the 2026A Bonds (including any temporary bond or bonds) as provided herein and in the Ordinance and any of such officers are hereby authorized and directed upon the execution of the 2026A Bonds in the manner and in substantially the form provided for herein and in the Ordinance to deliver the 2026A Bonds in the amounts authorized to be issued hereunder, to the Registrar for authentication and delivery to or upon the order of the Purchaser, upon payment of said purchase price and upon compliance by the Purchaser with the terms of the Ordinance and the Official Notice of Sale and satisfaction of the conditions precedent to the delivery of the 2026A Bonds provided herein and in the Ordinance.

SECTION 11.2. Other Necessary Documents. The Mayor, City Manager, City Attorney, Director of Finance and City Clerk of the Issuer, their respective duly authorized alternate officers and such other officers and employees of the Issuer as may be designated in writing by the City Manager, are each designated as agents of the Issuer in connection with the issuance and delivery of the 2026A Bonds and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the 2026A Bonds, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution or the Ordinance or any action relating to the 2026A Bonds heretofore taken by the Issuer. Such officers and those so designated are hereby charged with the responsibility for the issuance of the 2026A Bonds.

ARTICLE XII
REPEAL OF INCONSISTENT RESOLUTIONS

All resolutions or parts thereof in conflict with the provisions hereof are to the extent of such conflict superseded and repealed.

ARTICLE XIII
SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the 2026A Bonds issued hereunder.

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ARTICLE XIV
EFFECTIVE DATE

This Resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne, Brevard County, Florida.

This Resolution was duly adopted at a regular meeting of the City Council on the 13th day of November, 2025.

CITY OF MELBOURNE

(CITY SEAL)

By: ______________________________________
Paul Alfrey, Mayor

ATTEST:

____
Kevin McKeown, City Clerk

Resolution No. 4387

Exhibit A

Form of Summary Notice of Sale

SUMMARY NOTICE OF SALE

$[PAR AMOUNT]*
City of Melbourne, Florida
Water and Sewer Refunding Revenue Bonds, Series 2026A

NOTICE IS HEREBY GIVEN that electronic bids via S&P Global's PARITY® electronic bid submission system (the "Parity System") for the purchase of all, but not less than all, of $[PAR AMOUNT]* aggregate principal amount of **City of Melbourne, Florida Water and Sewer Refunding Revenue Bonds, Series 2026A** (the "Series 2026A Bonds") from the City of Melbourne, Florida (the "City") will be received by the City up to:

Time: [10:30 a.m.] Eastern Standard Time, [December __], 2025*

Bids may only be submitted electronically in accordance with the Official Notice of Sale for the Series 2026A Bonds and the Parity System requirements. All bids will be reviewed and the winning bid will be determined publicly at the office of the Director of Finance of the City of Melbourne, Florida following receipt of bids as described in the Official Notice of Sale.

The Series 2026A Bonds will be dated as of their date of delivery and will be issued in fully registered book-entry-only form through a system of registration maintained by The Depository Trust Company as securities depository. The Series 2026A Bonds will be sold in beneficial interests of $5,000 or any integral multiple thereof and will pay interest on May 15 and November 15 of each year (the "Interest Dates"), commencing on May 15, 2026. The Series 2026A Bonds will mature in accordance with the provisions of the Official Notice of Sale.

At the time of delivery of the Series 2026A Bonds, the City will also deliver to the successful bidder, at the expense of the City, the approving opinion of Bryant Miller Olive P.A., Tampa, Florida, Bond Counsel, in substantially the form appearing in the Preliminary Official Statement described below.

The complete Official Notice of Sale for the Series 2026A Bonds together with the Preliminary Official Statement relating to the Series 2026A Bonds may be obtained from PFM Financial Advisors LLC, 200 South Orange Avenue, Suite 760, Orlando, Florida 32801, Tel: (407) 406-5760 or gloverj@pfm.com, Municipal Advisor to the City. The Preliminary Official Statement as of its date shall be "deemed final" by the City for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final Official Statement.

City of Melbourne, Florida
Paul Alfrey, Mayor

Dated: [November ___, 2025]

*Preliminary, subject to change.

Exhibit B

Form of Official Notice of Sale

OFFICIAL NOTICE OF SALE

$[PAR AMOUNT]*
City of Melbourne, Florida
Water and Sewer Refunding Revenue Bonds, Series 2026A

Electronic Bids, as Described Herein, Will Be Accepted Until
[10:30 a.m.], Eastern Standard Time, [December] __, 2025*

*Preliminary, subject to change.

OFFICIAL NOTICE OF SALE

$[PAR AMOUNT]*
City of Melbourne, Florida
Water and Sewer Refunding Revenue Bonds, Series 2026A

NOTICE IS HEREBY GIVEN that electronic bids will be received in the manner, on the date and up to the time specified below:

DATE:	[December] __, 2025*
TIME:	[10:30 a.m.]. Eastern Standard Time*
ELECTRONIC BIDS:	May be submitted only through S&P Global's PARITY® electronic bid submission system (the "Parity System") as described below. No other form of bid or provider of electronic bidding services will be accepted.

GENERAL

Bids will be received electronically through the Parity System and the determination of the winning bid will occur publicly at the office of the Director of Finance of the City of Melbourne, Florida, 900 East Strawbridge Avenue, Melbourne, Florida 32901, for the purchase of all, but not less than all, of the $[PAR AMOUNT]* City of Melbourne, Florida Water and Sewer Refunding Revenue Bonds, Series 2026A (the "Bonds") to be issued by the City of Melbourne, Florida (the "City") pursuant to the terms and conditions of Ordinance No. 2007-12, duly enacted by the City Council on March 13, 2007, as amended by Ordinance No. 2012-37 enacted by the City Council on October 9, 2012, and Ordinance No. 2023-33 enacted by the City Council on October 24, 2023, as further amended and supplemented from time to time, and as particularly supplemented by Resolution No. [____] adopted by the City Council of the City on November 13, 2025 (collectively, the "Ordinance). Such bids will be opened in public in accordance with applicable legal requirements.

The Bond proceeds will be used to: (i) refund all of the City's outstanding Water and Sewer Refunding Revenue Bonds, Series 2016A and Water and Sewer Refunding Revenue Bonds, Series 2016B (collectively, the "Refunded Bonds") and (ii) paying certain costs and expenses related to the issuance of the Bonds.

The Bonds are more particularly described in the Preliminary Official Statement dated [November ___, 2025] (the "Preliminary Official Statement") relating to the Bonds, available from the City's municipal advisor, PFM Financial Advisors LLC, at (407) 406-5760 or gloverj@pfm.com. This Official Notice of Sale contains certain information for quick reference only. It is not, and is not intended to be, a summary of the Bonds. Each bidder is required to read the entire Preliminary Official Statement to obtain information essential to making an informed investment decision.

*Preliminary, subject to change.

Prior to accepting bids, the City reserves the right to change the principal amount of the Bonds being offered and the terms of the Bonds, to postpone the sale to a later date or time or cancel the sale. Notice of a change or cancellation will be announced via The Bond Buyer news service at the internet website address www.tm3.com, not later than 12:00 P.M. (Noon), Eastern Standard Time, on the day preceding the bid opening or as soon as practicable. Such notice will specify the revised principal amount or terms, if any, and any later date or time selected for the sale, which may be postponed or cancelled in the same manner. If the sale is postponed, a later public sale may be held at the hour, in the manner, and on such date as communicated upon at least twenty-four (24) hours' notice via The Bond Buyer news service at the internet website address www.tm3.com. The City reserves the right, after the bids are opened, to adjust the principal amount of the Bonds, as further described herein. See "ADJUSTMENT OF AMOUNTS AND MATURITIES."

To the extent any instructions or directions set forth in the Parity System conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about the Parity System and to subscribe in advance of the bid, potential bidders may contact the Parity System at (212) 849-5021.

Each prospective electronic bidder must be a subscriber to the Parity System. Each qualified prospective electronic bidder shall be solely responsible to make necessary arrangements to view the bid form on the Parity System and to access the Parity System for the purposes of submitting its bid in a timely manner and in compliance with the requirements of the Official Notice of Sale. Neither the City nor the Parity System shall have any duty or obligation to provide or assure access to the Parity System to any prospective bidder, and neither the City nor the Parity System shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, the Parity System. The City is using the Parity System as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Bonds. The City is not bound by any advice and determination of the Parity System to the effect that any particular bid complies with the terms of this Official Notice of Sale and, in particular, the bid specifications hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via the Parity System are the sole responsibility of such bidders and the City shall not be responsible, directly or indirectly, for any such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying or withdrawing a bid for the Bonds, the prospective bidder should immediately telephone the Parity System at (212) 849-5021, and notify the City's Financial Advisor, PFM Financial Advisors LLC, at (407) 406-5760 or gloverj@pfm.com. The City shall have no responsibility for technological or transmission errors that any bidder may experience in transmitting a bid. The use of the Parity System shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

THE BONDS

The Bonds will be issued in fully registered, book-entry only form, without coupons, will be dated as of their date of delivery (currently anticipated to be [January __, 2026]), will be issued in denominations of $5,000 or integral multiples thereof, will bear interest from their dated date until paid at the annual rate or rates specified by the successful bidder, subject to the limitations specified below, payable as shown on the Summary Table set forth herein. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Bonds must meet the minimum and maximum reoffering price criteria shown in the Summary Table on a maturity and aggregate basis.

The Bonds will mature on the dates, in the years and principal amounts shown on the Summary Table as serial bonds.

NO REDEMPTION

The Series 2026A Bonds are not subject to redemption prior to maturity.

SECURITY FOR THE BONDS

Principal of and interest on the Bonds to be issued pursuant to the Ordinance will be payable solely from and secured by a lien upon and pledge of the Pledged Revenues (as defined in the Preliminary Official Statement) and moneys on deposit in certain of the funds and accounts created by the Ordinance on a parity with the City's outstanding Water and Sewer Revenue Bond, Series 2021, Water and Sewer Refunding Revenue Bond, Series 2022 and Water and Sewer Revenue Bonds, Series 2023 and any Additional Bonds issued in the future as more fully described in the Preliminary Official Statement.

The Bonds shall not be or constitute general obligations or indebtedness of the City within the meaning of the constitution of the state of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues and the funds and the earnings thereon pledged to the payment of the Bonds, in the manner and to the extent provided in the Ordinance. No Bondholder shall have the right to compel the exercise of the Ad Valorem taxing power of the City or taxation in any form on any real or personal property to pay such Bonds or the interest thereon, nor shall any Bondholder be entitled to payment of such principal and interest from any other funds of the city other than the Pledged Revenues and the funds and the earnings thereon pledged to the payment of the Bonds, all in the manner and to the extent provided in the Ordinance.

[Remainder of page intentionally left blank]

Summary Table

If numerical or date references contained in the body of this Official Notice of Sale conflict with this Summary Table, the body of this Official Notice of Sale shall control. Consult the body of this Official Notice of Sale for a detailed explanation of the items contained in the Summary Table, including interpretation of such items and methodologies used to determine such items. Prospective purchasers of the bonds must read the entire Official Notice of Sale and the entire Preliminary Official Statement.

Terms of the Bonds

Dated Date:	Date of Delivery
Anticipated Delivery Date:	[January __, 2026]*
Interest Payment Dates:	May 15 and November 15 commencing May 15, 2026
Principal Payment Dates (November 15):	

Year*	Principal Amount*
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	

Interest Calculation:		360-day year of twelve 30-day months
Ratings:		[Moody's] "_____" (_________ outlook)
		[Fitch] "_____" (_________ outlook)
Sale Date:		[December __], 2025*
Bidding Method:		Parity System
All or none vs. Maturity-by-Maturity:		All-or-none
Bid Award Method:		Lowest true interest cost
Bid Confirmation:		Emailed (PDF) signed Official Confirmation of Bid Form
Bid Award:		As soon as practicable on day of sale
Good Faith Deposit:		$[__________]; See "GOOD FAITH DEPOSIT" herein
Coupon Multiples:		1/8 or 1/20 of 1%
Minimum Coupon:		None
Optional Redemption:		None
Term Bonds:		None
Maximum Reoffering Price**:	Maturity	Unlimited
	Aggregate	Unlimited
Minimum Reoffering Price**:	Maturity	98%
	Aggregate	99%
Insurance:		None

Adjustment Parameters

Principal Increases:	Maturity	Unlimited
	Aggregate	15.0%
Principal Reductions:	Maturity	Unlimited
	Aggregate	15.0%

____

*Preliminary, subject to change.

ADJUSTMENT OF AMOUNTS AND MATURITIES

The aggregate principal amount of each maturity of Bonds is subject to adjustment by the City after the receipt and opening of the bids for their purchase. Changes to be made after the opening of the bids will be communicated to the successful bidder directly prior to 8:00 a.m., Eastern Standard Time on the date following the sale date.

The City may cancel the sale of the Bonds or adjust the aggregate principal amount. The City may increase or decrease the principal amount of the Bonds or any maturity thereof by no more than the individual maturity or aggregate principal percentages, if any, shown in the Summary Table, unless agreed to by the winning bidder. This may include the elimination of one or more maturities. The City will consult with the successful bidder before adjusting the amount of any maturity of the Bonds or canceling the Bonds; however, the City reserves the sole right to make adjustments, within the limits described above, or cancel the sale of the Bonds.

Adjustment to the size of the Bonds within the limits described above does not relieve the successful bidder from its obligation to purchase all of the Bonds offered by the City.

Each bid must specify the initial reoffering prices to the public of each maturity of Bonds. Adjustments may be made to the principal amounts based on the reoffering prices shown on the Parity System. In determining whether there will be any revision to the principal amount of or maturity of the Bonds subsequent to the bid opening and award, the City expects that changes may be made that are necessary to increase or decrease the principal amount of the Bonds to meet the City's funding objectives, all subject to the limitations set forth above.

In the event that the principal amount of any maturity of the Bonds is revised after the award, the interest rate and reoffering price for each maturity and the Underwriter's Discount on the Bonds as submitted by the successful bidder shall be held constant. The "Underwriter's Discount" shall be defined as the difference between the purchase price of the Bonds submitted by the bidder and the price at which the Bonds will be issued to the public, calculated from information provided by the bidder, divided by the par amount of the Bonds bid.

FORM AND PAYMENT

The Bonds will be issued in fully registered, book-entry only form and a bond certificate for each maturity will be issued to The Depository Trust Company ("DTC"), registered in the name of its nominee, Cede & Co. A book-entry system will be employed, evidencing ownership of the Bonds, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures adopted by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates with DTC or the Registrar (as defined below), registered in the name of Cede & Co. Principal of, premium, if any, and interest on the Bonds will be payable by U.S. Bank Trust Company, National Association, the paying agent and registrar (the "Registrar") for the Bonds by wire transfer or in clearinghouse funds to DTC or its nominee as registered owner of the Bonds. Transfer of principal, premium, if any, and interest payments to the beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. Neither the City nor the Registrar will be responsible or liable for payments by DTC to its participants or by DTC participants to beneficial owners or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. Principal of, and premium, if any, on the Bonds and interest on the Bonds is payable on the dates shown in the Summary Table. So long as DTC or its nominee is the registered owner of the Bonds, payments of principal, interest and any redemption premium on the Bonds will be made to DTC or its nominee.

PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT

The City has authorized the preparation and distribution of a Preliminary Official Statement containing information relating to the Bonds. The Preliminary Official Statement has been deemed final by the City as required by Rule 15c2-12 of the Securities and Exchange Commission. The City will furnish the successful bidder on the date of closing, with its certificate as to the completeness and accuracy of the Official Statement.

The Preliminary Official Statement and this Official Notice of Sale and any other information concerning the proposed financing will be available from PFM Financial Advisors LLC, Financial Advisor to the City, 200 South Orange Avenue, Suite 760, Orlando, Florida 32801, telephone: (407) 406-5760 or email gloverj@pfm.com.

The Preliminary Official Statement, when amended to reflect the actual amount of the Bonds sold, the interest rates specified by the successful bidder and the price or yield at which the successful bidder will reoffer the Bonds to the public, together with any other information required by law, will constitute a final "Official Statement" with respect to the Bonds as that term is defined in Rule 15c2-12. The City shall furnish at its expense within seven (7) business days after the Bonds have been awarded to the successful bidder no more than 50 copies of the final Official Statement. Additional copies of the Official Statement may be provided at the request and expense of the winning bidder. If the Bonds are awarded to a syndicate, the City will designate the senior managing underwriter of the syndicate as its agent for purposes of distributing copies of the Official Statement to each participating underwriter. Any underwriter submitting a bid with respect to the Bonds agrees thereby that if its bid is accepted, it shall accept such designation and shall enter into a contractual relationship with all participating underwriters for the purpose of assuring the receipt and distribution by each participating underwriter of the Official Statement.

LEGAL OPINIONS

The Bonds will be sold subject to the opinion of Bryant Miller Olive P.A., the City's Bond Counsel, as to the legality thereof and such opinion will be furnished without cost to the purchaser and all bids will be so conditioned. A form of Bond Counsel's opinion is attached to the Preliminary Official Statement as Appendix D. Certain matters will be passed on for the City by Adam M. Conley, Esq., City Attorney, and Nabors, Giblin & Nickerson, P.A., the City's Disclosure Counsel.

BIDDING PROCEDURE

Only electronic bids submitted via the Parity System will be accepted. No other provider of electronic bidding services will be accepted. No bid delivered in person or by facsimile directly to the City will be accepted. Bidders are permitted to submit bids for the Bonds during the bidding time period, provided they are eligible to bid as described under "GENERAL" above. Each electronic bid submitted via the Parity System shall be deemed an irrevocable offer in response to this Official Notice of Sale and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the City. All bids remain firm until an award is made.

FORM OF BID

Bidders must bid to purchase all maturities of the Bonds. Each bid must specify (1) an annual rate of interest for each maturity, (2) reoffering price or yield for each maturity and (3) a dollar purchase price for the entire issue of the Bonds. No more than one (1) bid from any bidder will be considered.

A bidder must specify the rate or rates of interest per annum (with no more than one rate of interest per maturity), which the Bonds are to bear, to be expressed in multiples of 1/8 or 1/20 of 1%. Any number of interest rates may be named, but the Bonds of each maturity must bear interest at the same single rate for all bonds of that maturity.

Each bid for the Bonds must meet the minimum and maximum reoffering price criteria shown in the Summary Table on a maturity and aggregate basis.

Each bidder must specify, as part of its bid, the prices or yields at which a substantial amount (i.e., at least 10%) of the Bonds of each maturity will be offered and sold to the public. Reoffering prices presented as a part of the bids will not be used in computing the bidder's true interest cost. As promptly as reasonably possible after bids are received, the City will notify the successful bidder that it is the apparent winner.

AWARD OF BID

The City expects to award the Bonds to the winning bidder as soon as practicable after the bids are opened on the sale date. Bids may not be withdrawn prior to the award.

Unless all bids are rejected, the Bonds will be awarded by the City on the sale date to the bidder whose bid complies with this Official Notice of Sale and results in the lowest true interest cost ("TIC") to the City. The lowest TIC will be determined by doubling the semi-annual interest rate, compounded semi-annually, necessary to discount the debt service payments from the payment dates to the dated date of the Bonds and to the aggregate purchase price of the Bonds. If two or more responsible bidders offer to purchase the Bonds at the same lowest TIC, the City will award the Bonds to one of such bidders by lot. Only the final bid submitted by any bidder through the Parity System will be considered. The right reserved to the City shall be final and binding upon all bidders with respect to the form and adequacy of any proposal received and as in its conformity to the terms of this Official Notice of Sale.

RIGHT OF REJECTION

THE CITY RESERVES THE RIGHT, IN ITS DISCRETION, TO REJECT ANY AND ALL BIDS AND TO WAIVE IRREGULARITY OR INFORMALITY IN ANY BID.

DELIVERY AND PAYMENT

Delivery of the Bonds will be made by the City through the facilities of DTC in book-entry only form, on or about the delivery date shown in the Summary Table, or such other date agreed upon by the City and the successful bidder. Payment for the Bonds must be made in Federal Funds or other funds immediately available to the City at the time of delivery of the Bonds. Any expenses incurred in providing immediate funds, whether by transfer of Federal Funds or otherwise, will be borne by the purchaser. The City intends to conduct the closing in Melbourne, Florida.

RIGHT OF CANCELLATION

The successful bidder will have the right, at its option, to cancel its obligation to purchase the Bonds if the Registrar fails to authenticate the Bonds and tender the same for delivery within 60 days from the date of sale thereof, and in such event the successful bidder will be entitled to the return of the Good Faith Deposit accompanying its bid.

GOOD FAITH DEPOSIT

The successful bidder for the Bonds is required to submit its Good Faith Deposit (see Summary Table) to the City in the form of a wire transfer in federal funds not later than 2:30 p.m., Eastern Standard Time, on the day of the award. If such deposit is not received by that time, the City may reject such bid and award the Bonds to the bidder that submitted the next best bid in accordance with the terms of the Official Notice of Sale. Wiring instructions for the Good Faith Deposit will be provided to the winning bidder.

The Good Faith Deposit so wired will be retained by the City until the delivery of such Bonds, at which time the Good Faith Deposit will be applied against the purchase price of such Bonds or the Good Faith Deposit will be retained by the City as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of the Official Notice of Sale and of its bid. The City will pay no interest on the Good Faith Deposit. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum provided by the City to the successful purchaser, simultaneously with delivery of such Bonds.

CUSIP NUMBERS

It is anticipated that CUSIP numbers will be printed on the Bonds, but neither failure to print such numbers on any Bonds nor any error with respect thereto will constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds. Neither the City nor Bond Counsel will review or express any opinion as to the correctness of such CUSIP numbers. The policies of the CUSIP Service Bureau will govern the assignment of specific numbers to the Bonds. The City's Financial Advisor will be responsible for applying for and obtaining CUSIP numbers for the Bonds. All expenses in relation to the printing of CUSIP numbers on the Bonds will be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers will be the responsibility of and will be paid for by the successful bidder.

BLUE SKY

The City has not undertaken to register the Bonds under the securities laws of any state, nor investigated the eligibility of any institution or person to purchase or participate in the underwriting of the Bonds under any applicable legal investment, insurance, banking or other laws. By submitting a bid for the Bonds, the successful bidder represents that the sale of the Bonds in states other than Florida will be made only under exemptions from registration or, wherever necessary, the successful bidder will register the Bonds in accordance with the securities laws of the state in which the Bonds are offered or sold. The City agrees to cooperate with the successful bidder, at the bidder's written request and expense, in registering the Bonds or obtaining an exemption from registration in any state where such action is necessary; provided, however, that the City shall not be required to consent to suit or to service of process in any jurisdiction.

CERTAIN DISCLOSURE OBLIGATIONS OF THE PURCHASER

Section 218.38(1)(b)(2), Florida Statutes, requires that the successful purchaser file a statement with the City containing information with respect to any fee, bonus or gratuity paid, in connection with the Bonds, by any underwriter or financial consultant to any person not regularly employed or engaged by such underwriter or consultant. Receipt of such statement is a condition precedent to the delivery of the Bonds to such successful bidder.

The winning bidder must (1) complete the Truth-in-Bonding Statement provided by Bond Counsel (the form of which is attached hereto as Exhibit A), (2) submit on the date of the award of the Bonds the Anti-Human Trafficking Affidavit required by Section 786.06(13), Florida Statutes (the form of which is attached hereto as Exhibit C), and (3) indicate whether such bidder has paid any finder's fee to any person in connection with the sale of the Bonds in accordance with Section 218.386, Florida Statutes.

ESTABLISHMENT OF ISSUE PRICE

The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or prior to the closing date for the Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering prices to the public or the actual sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the applicable form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City's financial advisor identified herein and any notice or report to be provided to the City may be provided to the City's financial advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds ("competitive sale requirements") because:

(1) the City has disseminated this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the City expects to receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. **BY SUBMITTING A BID FOR THE BONDS, A BIDDER REPRESENTS AND WARRANTS TO THE CITY THAT THE BIDDER HAS AN ESTABLISHED INDUSTRY REPUTATION FOR UNDERWRITING NEW ISSUANCES OF MUNICIPAL BONDS SUCH AS THE BONDS AND SUCH BIDDER'S BID IS SUBMITTED FOR AND ON BEHALF OF**

SUCH BIDDER BY AN OFFICER OR AGENT WHO IS DULY AUTHORIZED TO BIND THE BIDDER TO A LEGAL, VALID AND ENFORCEABLE CONTRACT FOR THE PURCHASE OF THE BONDS. Once the bids are communicated electronically via the Parity System to the City, each bid will constitute an irrevocable offer to purchase the Bonds on the terms herein and therein provided.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. In such case, the City may determine to treat (i) the first price at which 10% of a maturity of the Bonds is sold to the public (the "10% test") as the issue price of that maturity, and/or (ii) the initial offering price to the public as of the date of any maturity of the Bonds as the issue price of that maturity (the "hold-the-offering price" rule), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the winning bidder which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation by the bidders in the event that the competitive sale requirements are not satisfied and the City determines to apply the hold-the-offering-price rule; provided, however, the City reserves the right to reject any and all bids, for any reason, as set forth herein. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, the winning bidder shall (i) confirm that it and all other underwriters participating in the winning bidder's syndicate have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of itself and all other underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of each maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date for the Bonds has occurred, until the 10% test has been satisfied for each maturity or until all Bonds of that maturity have been sold.

The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule if applicable to the Bonds.

By submitting a bid, each bidder confirms that:

(1) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it, whether or not the closing date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Bonds of that maturity, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(2) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it, whether or not the closing date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Bonds of that maturity, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

(I) "public" means any person other than an underwriter or a related party (as defined in Section 1.150-1(b) of the Treasury Regulations) to an underwriter,

(II) "underwriter" means (a) any person that agrees pursuant to a written contract (i.e. this Official Notice of Sale) with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(III) generally, a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(IV) "sale date" means the date that the Bonds are awarded by the City to the winning bidder.

CONTINUING DISCLOSURE

The City has covenanted to provide ongoing disclosure in accordance with Rule 15c2-12 of the Securities and Exchange Commission. The specific nature of the information to be contained in the annual report and the notices of material events are set forth in the Disclosure Dissemination Agent Agreement which is reproduced in its entirety in Appendix E attached to the Preliminary Official Statement for the Bonds. The covenants have been undertaken by the City in order to assist the successful purchaser in complying with clause (b) (5) of Rule 15c2-12 of the Securities and Exchange Commission.

CERTIFICATE

The City will deliver to the purchaser of the Bonds a certificate of an official of the City, dated the date of delivery of said Bonds, stating that as of the date thereof, to the best of the knowledge and belief of said official, the Official Statement does not contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and further certifying that the signatory knows of no material adverse change in the financial condition of the City.

CHOICE OF LAW

Any litigation or claim arising out of any bid submitted (regardless of the means of submission) pursuant to this Official Notice of Sale shall be governed by and construed in accordance with the laws of the State of Florida. The venue situs for any such action shall be the state courts of the Eighteenth Judicial Circuit in and for Brevard County, Florida.

NOTICE OF BIDDERS REGARDING PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the Convicted Vendor List (as described in Florida Statutes) following a conviction for a public entity crime may not submit a bid.

CITY COUNCIL OF CITY OF MELBOURNE, FLORIDA

By: *__/s/ Paul Alfrey________________________*
Mayor

Dated: [November ___**]**, 2025

EXHIBIT A
TRUTH-IN-BONDING STATEMENT

[MONTH] __, 2025

City Council
of City of Melbourne, Florida,

Re: City of Melbourne, Florida Water and Sewer Refunding Revenue Bonds, Series 2026A

Dear Council Members:

The purpose of the following three paragraphs is to furnish, pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, and 218.386, Florida Statutes, as amended, statements required thereby, as follows:

(a) The City of Melbourne, Florida (the "City") is proposing to issue $_________ principal amount of the above-referenced Bonds for the principal purposes of refunding certain outstanding water and sewer bonds and paying certain costs of issuance of the Bonds. This obligation is expected to be repaid over a period of approximately ____ years. At a true interest cost of ____%, total interest paid over the life of the obligation will be approximately $________________.

(b) The source of repayment or security of the Bonds is the gross revenues derived from the System and the moneys on deposit in certain funds and accounts held under the bond ordinance. Authorizing the Bonds will result in an average of $____________ (average annual debt service) of such revenues and moneys being used to pay debt service on the Bonds for approximately ______ years.

(c) ________________ has not paid any fee, bonus or gratuity in connection with the Bonds to any person not regularly employed or engaged by _______________.

The foregoing is provided for information purposes only and shall not affect or control the actual terms and conditions of the Bonds.

Very truly yours,

____
Underwriter

By:___________________________________
Authorized Signatory

EXHIBIT B
FORM OF ISSUE PRICE CERTIFICATE

$__________
CITY OF MELBOURNE, FLORIDA
WATER AND SEWER REFUNDING REVENUE BONDS, SERIES 2026A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of __________ ("__________"), hereby represents and warrants that it has an established industry reputation for underwriting new issuances of municipal bonds and certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

[Alternate 1 - Competitive Safe Harbor Met]

[1. Reasonably Expected Initial Offering Price. (a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by __________ are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by __________ in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by __________ to purchase the Bonds.

(b) __________ was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by __________ constituted a firm offer to purchase the Bonds.**]**

[Alternate 2 - Competitive Sale Requirements Not Met – General Rule to Apply]

[1. Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A. Each maturity of the Bonds of which at least 10% of such maturity has not yet been sold to the public (the "Unsold Bonds") is also identified in Schedule A. Attached as Schedule B are true and correct copies of the bid provided by __________ to purchase the Bonds, and the pricing wire or equivalent communication for the Bonds. __________ has and will comply with the requirements set forth under the heading "Establishment of Issue Price Certificate" in the Official Notice of Sale for the Bonds, including reporting on the sale prices of the Unsold Bonds after the date hereof as provided therein.**]**

2. Defined Terms. (a) *Issuer* means City of Melbourne, Florida.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is ________, 2025.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents __________'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage and Certain Other Tax Matters relating to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Nabors, Giblin & Nickerson, P.A. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

____

By:______________________________________
[Name]

Dated: __________, 2025

SCHEDULE A

EXPECTED OFFERING PRICES
OR
PRICES OF SOLD AND UNSOLD BONDS

SCHEDULE B

COPY OF UNDERWRITER'S BID AND PRICING WIRE

EXHIBIT C

NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of [UNDERWRITER] and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above-stated facts are true and correct.

[UNDERWRITER]

By: ________________________________
Name/Title: __________________________

STATE OF ____________________

COUNTY OF __________________

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this _____ day of __________________, 2026, by **[**NAME**]** as **[**TITLE**]** on behalf **[**UNDERWRITER**]**. He/she is □ personally known to me or □ has produced __________________________________ (Type of Identification) as identification.

(Notary Seal)

____
Signature of Notary Public

____
Print, Type or Stamp Name of Notary

____
Serial Number, if any

Exhibit C

Form of Preliminary Official Statement

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER ___, 2025

NEW ISSUE - BOOK-ENTRY ONLY **See "RATINGS" herein**

In the opinion of bond counsel, assuming compliance by the City with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Series 2026A Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Series 2026A Bonds may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations. See "TAX MATTERS" herein for a description of other tax consequences to holders of the Series 2026A Bonds.

$[PAR AMOUNT]*
CITY OF MELBOURNE, FLORIDA
WATER AND SEWER REFUNDING REVENUE BONDS,
SERIES 2026A

[INSERT CITY LOGO**]**

Dated: Date of Delivery **Due: November 15, as shown on inside cover**

The Water and Sewer Refunding Revenue Bonds, Series 2026A (the "Series 2026A Bonds") are being issued by the City of Melbourne, Florida (the "City") as fully registered bonds without coupons, and when initially issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, Brooklyn, New York ("DTC"), acting as securities depository for the Series 2026A Bonds. Individual purchases of the beneficial interests in the Series 2026A Bonds will be made in book-entry form only in denominations of $5,000 or any integral multiple thereof. Purchasers of the beneficial interests in the Series 2026A Bonds will not receive physical delivery of certificates representing their beneficial ownership in the Series 2026A Bonds. So long as any purchaser is the Beneficial Owner (as defined herein) of a Series 2026A Bond, he must maintain an account with a broker or dealer who is, or acts through, a DTC participant (as described herein). So long as Cede & Co. is the registered owner of the Series 2026A Bonds, references herein to the registered owners shall mean Cede & Co. and shall not mean the Beneficial Owners of the Series 2026A Bonds. Interest on the Series 2026A Bonds is payable semi-annually on each May 15 and November 15, commencing May 15, 2026. Principal of the Series 2026A Bonds shall be payable on November 15 of the years and in the amounts set forth on the inside cover hereof. So long as DTC or its nominee is the registered owner of the Series 2026A Bonds, payments of the principal and interest on such Series 2026A Bonds will be made directly to DTC by U.S. Bank Trust Company, National Association, Dallas, Texas, as Registrar and

Paying Agent, and such payments will in turn be disbursed to the Beneficial Owners through their nominees. See "Book-Entry Only System" under "DESCRIPTION OF THE SERIES 2026A BONDS" herein.

The Series 2026A Bonds are not subject to redemption prior to maturity.

The Series 2026A Bonds are being issued pursuant to Ordinance No. 2007-12 enacted by the City Council of the City (the "City Council") on March 13, 2007, as amended by Ordinance No. 2012-37 enacted by the City Council on October 9, 2012 and Ordinance No. 2023-33 enacted by the City Council on October 24, 2023, as further amended and supplemented from time to time, and as particularly supplemented by Resolution No. [____-__] adopted by the City Council on November 13, 2025 (collectively, the "Ordinance") for the purposes of (i) refunding all of the City's outstanding Water and Sewer Refunding Revenue Bonds, Series 2016A and Water and Sewer Refunding Revenue Bonds, Series 2016B, and (ii) paying certain costs and expenses related to the issuance of the Series 2026A Bonds.

The Series 2026A Bonds are being issued on a parity as to the pledge of, lien on, and source of payment from the Pledged Revenues (as defined herein) with the City's outstanding Water and Sewer Revenue Bond, Series 2021, Water and Sewer Refunding Revenue Bond, Series 2022 and Water and Sewer Revenue Bonds, Series 2023 and any Additional Bonds (as defined herein) subsequently issued pursuant to the Ordinance. The Pledged Revenues principally consist of the Gross Revenues and Pledged Impact Fees (as such terms are defined herein) derived from the operation of the City's water and sewer utility system. See "SECURITY FOR THE BONDS" herein.

THE SERIES 2026A BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA BUT SHALL BE PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND A PLEDGE OF THE PLEDGED REVENUES AND THE FUNDS AND THE EARNINGS THEREON PLEDGED TO THE PAYMENT OF THE SERIES 2026A BONDS, IN THE MANNER AND TO THE EXTENT PROVIDED IN THE ORDINANCE. NO SERIES 2026A BONDHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY SUCH SERIES 2026A BONDS OR THE INTEREST THEREON, NOR SHALL ANY SERIES 2026A BONDHOLDER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL AND INTEREST FROM ANY OTHER FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND THE FUNDS AND THE EARNINGS THEREON PLEDGED TO THE PAYMENT OF THE SERIES 2026A BONDS, ALL IN THE MANNER AND TO THE EXTENT PROVIDED IN THE ORDINANCE.

Electronic bids only for the Series 2026A Bonds pursuant to the provisions of the Official Notice of Sale will be received by the City pursuant to the S&P Global's PARITY® electronic bid submission system in the manner and at the time and on the date described in such Official Notice of Sale.

This cover page and the inside cover page contain certain information for quick reference only. They are not, and are not intended to be, a summary of the transaction. Investors must read the entire Official Statement, including appendices, to obtain information essential to the making of an informed investment decision.

The Series 2026A Bonds are offered when, as and if issued and received by the Underwriter, subject to the receipt of an opinion as to the validity of the Series 2026A Bonds by Bryant Miller Olive P.A., Tallahassee, Florida, Bond Counsel. Certain legal matters will also be passed on for the City by Adam M. Conley, Esq., City Attorney, Melbourne, Florida, and by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Disclosure Counsel to the City. PFM Financial Advisors LLC, Orlando, Florida, is acting as Municipal Advisor to the City. It is expected that settlement for the Series 2026A Bonds will occur through the facilities of DTC on or about [January __], 2026.

Dated: [December ___, 2025]

____

*Preliminary, subject to change.

[Red Herring Language]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The Series 2026A Bonds may not be sold nor may offers to buy the Series 2026A Bonds be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy the Series 2026A Bonds in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The City shall deem this Preliminary Official Statement "final," except for certain permitted omissions within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

$[PAR AMOUNT]*
CITY OF MELBOURNE, FLORIDA
WATER AND SEWER REFUNDING REVENUE BONDS,
SERIES 2026A

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS AND INITIAL CUSIP NUMBERS

$__________ Serial Series 2026A Bonds

Maturity (November 15)	Principal Amount*	Interest Rate	Price	Yield	Initial CUSIP Number**
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					

* Preliminary, subject to change.

** CUSIP is a registered trademark of the American Bankers Association. CUSIP data contained herein is provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by FactSet Research Systems, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP data is provided for convenience of reference only. The City takes no responsibility for the accuracy of such numbers.

CITY OF MELBOURNE, FLORIDA

CITY COUNCIL
Paul Alfrey, Mayor

David Neuman, Vice Mayor
Mimi Hanley, Council Member
Mark LaRusso, Council Member

Rachael Bassett, Council Member
Julie Kennedy, Council Member
Marcus Smtih, Council Member

CITY MANAGER
Jenni Lamb

DIRECTOR OF FINANCE
Ross McGinn

CITY ATTORNEY
Adam M. Conley, Esq.

CITY CLERK
Kevin McKeown

PUBLIC WORKS AND UTILITIES DIRECTOR
Jennifer Spagnoli

CERTIFIED PUBLIC ACCOUNTANTS
Carr, Riggs & Ingram, LLC
Melbourne, Florida

BOND COUNSEL
Bryant Miller Olive P.A.
Tallahassee, Florida

DISCLOSURE COUNSEL
Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

MUNICIPAL ADVISOR
PFM Financial Advisors LLC
Orlando, Florida

No dealer, broker, salesman or other person has been authorized by the City to give any information or to make any representations in connection with the Series 2026A Bonds other than as contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2026A Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City, DTC, and other sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the City with respect to any information provided by others. The information and expressions of opinion stated herein are subject to change and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2026A Bonds are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

NO REGISTRATION STATEMENT RELATING TO THE SERIES 2026A BONDS HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2026A BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

This Preliminary Official Statement is in a form deemed final by the City for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"), except for certain information permitted to be omitted under the Rule.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements generally are identifiable by the terminology used, such as "plan," "expect," "estimate," "budget," "project" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements included in this Official Statement. Aside from its customary financial reporting activities, the City does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur, subject to any contractual or legal responsibilities to the contrary.

This Official Statement is being provided to prospective purchasers in either bound or printed format ("original bound format"), or in electronic format on the following websites: www.munios.com and www.emma.msrb.org. This Official Statement may be relied on only if it is in its original bound format, or if it is printed or saved in full directly from such websites.

TABLE OF CONTENTS

OFFICIAL STATEMENT
relating to

$[PAR AMOUNT]*
CITY OF MELBOURNE, FLORIDA
WATER AND SEWER REFUNDING REVENUE BONDS,
SERIES 2026A

INTRODUCTION

The purpose of this Official Statement, including the cover page, the inside cover page and all appendices, is to set forth certain information in connection with the sale by the City of Melbourne, Florida (the "City") of its $[PAR AMOUNT]* aggregate principal amount of Water and Sewer Refunding Revenue Bonds, Series 2026A (the "Series 2026A Bonds"). For certain general information relating to the City see "THE CITY" herein and "APPENDIX A - General Information Concerning the City" attached hereto.

The Series 2026A Bonds are being issued under the authority of Chapter 69-879, Laws of Florida, Special Acts of 1969, as amended, Section 159.11, Florida Statutes, Chapter 166, Part II, Florida Statutes, the Constitution of the State of Florida and other applicable provisions of law, and pursuant to the terms of Ordinance No. 2007-12 enacted by the City Council of the City (the "City Council") on March 13, 2007, as amended by Ordinance No. 2012-37 enacted by the City Council on October 9, 2012 and Ordinance No. 2023-33 enacted by the City Council on October 24, 2023, as further amended and supplemented from time to time, and as particularly supplemented by Resolution No. [____-__] adopted by the City Council on November 13, 2025 (collectively, the "Ordinance"). See "APPENDIX B - Composite of the Ordinance" attached hereto.

The Series 2026A Bonds are being issued for the purposes of (i) refunding all of the City's outstanding Water and Sewer Refunding Revenue Bonds, Series 2016A and Water and Sewer Refunding Revenue Bonds, Series 2016B (collectively, the "Refunded Bonds") and (ii) paying certain costs and expenses related to the issuance of the Series 2026A Bonds. See "PLAN OF REFUNDING" herein.

The Series 2026A Bonds shall be solely secured by and payable from the hereinafter defined Pledged Revenues on a parity basis with the City's Outstanding Water and Sewer Revenue Bond, Series 2021 (the "2021 Bond") Water and Sewer Refunding Revenue Bond, Series 2022 (the "2022 Bond") and Water and Sewer Revenue Bonds, Series 2023 (the "2023 Bonds") and any Additional Bonds (herein defined) subsequently

* Preliminary, subject to change.

issued pursuant to the Ordinance. The 2021 Bond, the 2022 Bond and the 2023 Bonds are referred to herein as the "Parity Bonds." The Parity Bonds and the Series 2026A Bonds and any subsequently issued Additional Bonds shall be referred to herein as the "Bonds." The Parity Bonds are currently Outstanding in the aggregate principal amount of $93,595,000. See "SECURITY FOR THE BONDS" herein.

The Series 2026A Bonds are not subject to redemption prior to maturity.

The City has agreed to provide, for the benefit of Series 2026A Bondholders, certain annual financial information and operating data and certain material event notices, when and if they occur, relating to the City, and its water and sewer utility system (the "System") and the Series 2026A Bonds pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "SEC"). See "CONTINUING DISCLOSURE" herein.

Any capitalized term referenced and not otherwise defined herein shall have the meaning ascribed thereto as set forth in the Ordinance. For a complete description of the terms and conditions of the Series 2026A Bonds, reference is made to the Ordinance. See "APPENDIX B - Composite of the Ordinance" attached hereto. The descriptions of the Series 2026A Bonds and the documents authorizing and securing the same and the information from various reports and statements contained herein do not purport to be comprehensive or definitive. All references herein to such documents, reports and statements are qualified in their entirety by reference to such documents. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from the City of Melbourne, 900 East Strawbridge Avenue, Melbourne, Florida 32901, Attention: City Clerk, 321-608-7221.

This Official Statement speaks only as of its date and the information contained herein is subject to change.

PLAN OF REFUNDING

A portion of the proceeds of the 2026A Bonds will be used, together with certain moneys currently on deposit in the funds and accounts established for the benefit of the Refunded Bonds, to refund all of the Refunded Bonds. The Refunded Bonds currently are outstanding in the principal amount of $28,015,000. The Refunded Bonds will be irrevocably called for early redemption on April 1, 2026. Upon delivery of the 2026A Bonds, the City will enter into an Escrow Deposit Agreement (the "Escrow Agreement") with The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to provide for the refunding of the Refunded Bonds. The Escrow Agreement creates an irrevocable escrow deposit trust account (the "Escrow Account") which is held by the Escrow Agent, and the moneys and securities (the "Escrow Securities") held therein are to be applied to the payment of principal of and interest on the Refunded Bonds, as the same are redeemed. Immediately upon the issuance and delivery of the 2026A Bonds, the City will deposit certain of the proceeds from the sale of the 2026A Bonds into the Escrow Account, together with other legally available moneys of the City. Such proceeds including the Escrow Securities purchased therewith and other moneys will be sufficient to pay the principal of and interest on the Refunded Bonds on the redemption date. Such funds on deposit in the Escrow Account are pledged solely for the benefit of the holders of the Refunded Bonds (the "Refunded Bondholders") and will not be available for payment of any debt service on the 2026A Bonds or any of the Parity Bonds. The computations indicating sufficiency of the amounts on deposit in the Escrow Account to pay the required debt service on the Refunded Bonds to maturity or redemption prior to maturity shall be prepared by PFM Financial Advisors LLC and shall be verified by Robert Thomas CPA, LLC. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

In reliance upon the above referenced schedules and verification, at the time of delivery of the 2026A Bonds, Bond Counsel shall deliver an opinion to the City to the effect that the right, title and interest of such Refunded Bondholders and the pledge of and lien on the Pledged Revenues (as defined herein), and all other pledges and liens created by the Ordinance, with respect to such Refunded Bondholders shall thereupon cease, terminate and become void, and the Refunded Bonds shall have been legally defeased in accordance with the Ordinance.

THE CITY

The City is located on the east central coast of Florida in southern Brevard County (the "County"), southeast of the City of Orlando. The City sits adjacent to the Indian River Lagoon and is approximately 30 miles south of the Kennedy Space Center. The City encompasses approximately 51.52 square miles and is one of the major cities within the County. [The City's estimated population as of April 1, 2024, was 87,846], making it the second most populous city in the County. The City has a Council-Manager form of government. The Council consists of the Mayor and six members who serve four-year terms. The Council appoints a City Manager who serves as the chief administrator and executive officer of the City. See "APPENDIX A - General Information Concerning the City" attached hereto.

DESCRIPTION OF THE SERIES 2026A BONDS

General

The Series 2026A Bonds shall be issued as fully registered Bonds in denominations of $5,000 or any integral multiplies thereof, are dated their date of delivery and shall bear interest at the rates per annum set forth on the inside cover page hereof. Interest on the Series 2026A Bonds is payable semiannually on each May 15 and

November 15, commencing May 15, 2026, by check or draft mailed to the registered owners of the Series 2026A Bonds as of the close of business on the 15th day (whether or not a business day) of the calendar month next preceding the applicable interest payment date (the "Record Date") by U.S. Bank Trust Company, National Association, Dallas, Texas, as Registrar and Paying Agent (the "Registrar"). Principal shall be payable upon presentation and surrender of Series 2026A Bonds at the principal designated trust office of the Registrar on November 15 of the years and in the amounts set forth on the inside cover page hereof. While the Series 2026A Bonds are registered under DTC's book-entry system, payments will be made in accordance with the procedures of DTC. See "DESCRIPTION OF THE SERIES 2026A BONDS - Book-Entry Only System" herein.

Book-Entry Only System

THE INFORMATION IN THIS SECTION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY BELIEVES TO BE RELIABLE, BUT THE CITY DOES NOT TAKE ANY RESPONSIBILITY FOR THE ACCURACY THEREOF.

DTC will act as securities depository for the Series 2026A Bonds. The Series 2026A Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2026A Bonds and will be deposited with DTC. SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2026A BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE SERIES 2026A BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2026A BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2026A BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2026A BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2026A BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2026A BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2026A BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2026A BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a [RATING AGENCY] [("____")] rating of [RATING]. The DTC rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2026A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2026A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026A Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2026A Bonds, except in the event that use of the book-entry system for the Series 2026A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2026A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026A Bonds are credited, which may or may not be the Beneficial Owners. The

Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2026A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026A Bonds, such as defaults, redemptions and proposed amendments to the documents. For example, Beneficial Owners of Series 2026A Bonds may wish to ascertain that the nominee holding the Series 2026A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2026A Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Bonds, as the case may be, to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2026A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2026A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments, redemption proceeds and other distributions on the Series 2026A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or the Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Registrar or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest payments, redemption proceeds and other distributions to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City and/or the Paying Agent for the Series 2026A Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2026A Bonds at any time by giving reasonable notice to the City. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2026A Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event and upon compliance with applicable DTC procedures, Series 2026A Bond certificates will be printed and delivered to DTC.

Transfer or Exchange of Series 2026A Bonds

So long as the Series 2026A Bonds are registered in the name of Cede & Co., as the nominee of DTC, the transfer and exchange of any Series 2026A Bonds shall be governed by rules established between DTC and its Participants. See "Book-Entry Only System" above. Upon the discontinuance of the book-entry only registration system for the Series 2026A Bonds, the following provisions described under this subheading shall apply for Beneficial Owners.

Any Series 2026A Bond, upon surrender thereof at the principal corporate trust office of the Registrar, together with an assignment duly executed by the Series 2026A Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Bondholder, be exchanged for an aggregate principal amount of Series 2026A Bonds of the same series equal to the principal amount of the Bond or Bonds so surrendered.

The Registrar shall keep books for the registration of and for the registration of transfers of Series 2026A Bonds as provided in the Ordinance. The transfer of any Series 2026A Bonds may be registered only upon such books and only upon surrender thereof to the Registrar together with an assignment duly executed by the Series 2026A Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer the City shall execute and the Registrar shall authenticate and deliver in exchange for such Series 2026A Bond, a new Bond or Bonds registered in the name of the transferee, and in an aggregate principal amount equal to the principal amount of such Bond or Bonds so surrendered and of the same series.

The City or the Registrar may make a charge for every such exchange or registration of transfer of Series 2026A Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any Bondholder for the privilege of exchanging or registering the transfer of Series 2026A Bonds under the provisions of the Ordinance. Neither the City nor the Registrar shall be required to make any such exchange or registration of transfer of Series 2026A Bonds during the fifteen days immediately preceding an interest payment date.

No Redemption

The Series 2026A Bonds are not subject to redemption prior to maturity.

SECURITY FOR THE BONDS

General

The payment of the principal of and interest on the Bonds shall be secured equally and ratably by an irrevocable lien upon and pledge of the Gross Revenues of the System, the Pledged Impact Fees, proceeds from insurance, condemnation or the disposition of property (to the extent and for the purposes provided in the Ordinance) and any Qualified Derivative Receipts (net of Qualified Derivative Payments) (collectively, the "Pledged Revenues") and moneys on deposit in certain of the funds and accounts created by the Ordinance and the investment earnings thereon, all to the extent provided in the Ordinance. [The City is not currently a party to, nor does it presently expect to be a party to in the immediate future, any "Qualified Derivative Agreement."]

The Series 2026A Bonds shall be payable from the Pledged Revenues on a parity basis with the Outstanding Parity Bonds and any Additional Bonds subsequently issued pursuant to the Ordinance. See "DEBT SERVICE REQUIREMENTS FOR BONDS" herein.

THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA BUT SHALL BE PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND A PLEDGE OF THE PLEDGED REVENUES AND THE FUNDS AND THE EARNINGS THEREON PLEDGED TO THE PAYMENT OF THE BONDS, IN THE MANNER AND TO THE EXTENT PROVIDED IN THE ORDINANCE. NO BONDHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY SUCH BONDS OR THE INTEREST THEREON, NOR SHALL ANY BONDHOLDER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL AND INTEREST FROM ANY OTHER FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND THE FUNDS AND THE EARNINGS THEREON PLEDGED TO PAYMENT OF THE BONDS, ALL IN THE MANNER AND TO THE EXTENT PROVIDED IN THE ORDINANCE.

Pursuant to the Ordinance, the City has irrevocably pledged the Pledged Revenues to the payment of the Cost of Operation and Maintenance of the System, the principal of and interest on the Bonds, the funding and maintaining of the reserves therefor as required in the Ordinance, and for all other payments as provided in the Ordinance.

"Gross Revenues" are defined in the Ordinance as all revenues derived by the City from the ownership, operation or use of the System, or any part thereof, including the recovery of the actual cost of connecting a new customer with the nearest lateral line of the System, any income from the investment of funds to be deposited in the General Revenue Account or the Sinking Fund, as provided in the Ordinance, and moneys allocated from the Rate Stabilization Fund to the General Revenue Account no later than 180 days following the end of a Fiscal Year which are designated in writing to be Gross Revenues of such Fiscal Year, but shall not include Impact Fees, proceeds from the sale of any Bonds or other obligations of the City, or moneys allocated to the Rate Stabilization Fund from the General Revenue Account in such Fiscal Year.

"System" is defined in the Ordinance as the complete combined and consolidated waterworks supply, treatment and distribution system and wastewater collection and treatment system and all parts and components thereof or interest therein, owned, operated or used by the City, and all such parts and components hereafter constructed, contracted for or acquired, the improvements, extensions and additions thereto constructed or acquired from any sources, together with all land and interests therein, plants, buildings, machinery, franchises, pipes, fixtures, equipment, contract rights and all property, real or personal, tangible or intangible, now or hereafter owned, operated or used by the City in connection therewith.

"Cost of Operation and Maintenance" is defined in the Ordinance as the current expenses, paid or accrued, of operation, maintenance and repair of the System and its facilities and shall include, without limiting the generality of the foregoing, administrative expenses relating to the System, and insurance premiums and charges for the accumulation of appropriate reserves for self-insurance, not annually recurrent but which are reasonably expected to be incurred on a periodic basis in accordance with generally accepted accounting principles, consistently applied. The Cost of Operation and Maintenance does not include (i) any reserve for renewals and replacements (except to the extent contemplated under the Federal Clean Water Act, 33 U.S.C.A. 1251, et seq., as amended, and the regulations promulgated thereunder, with respect to certain equipment replacement), extraordinary repairs or any allowance for depreciation or amortization and (ii) the payment of any principal of and interest on the Bonds and all other notes, bonds and similar obligations of the City.

"Impact Fees" are defined in the Ordinance as all nonrefundable "connection charges" imposed by the City pursuant to Section 32-71 and Section 32-307 (Re-codified as Sections 58-131 and 58-242, respectively), Melbourne City Code, or other similar fees and charges imposed by the City for the proportionate share of the cost of expanding, oversizing, separating or constructing new additions to the System. Impact Fees shall not include payments received by the City as reimbursement for the actual cost of connecting a new customer with nearest lateral service line.

"Pledged Impact Fees" are defined in the Ordinance as, collectively, the Sewer Impact Fees and the Water Impact Fees.

"Sewer Impact Fees" are defined in the Ordinance as Impact Fees which derive from the sewer components of the System and any investment earnings thereon; provided, however, with respect to each series of Bonds, the term "Sewer Impact Fees" in each year shall not include any amounts in excess of the Bond Service Requirement for such series of Bonds for such Bond Year multiplied by the Sewer Expansion Percentage.

"Sewer Expansion Percentage" is defined in the Ordinance as, with respect to the sewer components of the System, that number, expressed as a percentage, which represents that portion of the total cost of any Project or Projects financed from the proceeds of a particular series of Bonds which are Expansion Projects attributable to the sewer components of the System, together with all lands or interest therein, including plants, buildings, machinery, franchises, pipes, mains, fixtures, equipment and all property real or personal, tangible or intangible, heretofore or hereafter constructed or acquired in order to meet the increased demand upon the sewer components of the System, whether actual or anticipated, created by new users connecting to the sewer components of the System, as shall be determined by the Utilities Director and set forth in a certificate relating to such Project. The Sewer Expansion Percentage with respect to the Series 2026A Bonds is expected to be approximately 8.85%. Accordingly, no more than 8.85% of the Annual Debt Service on the Series 2026A Bonds may be paid from Sewer Impact Fees.

"Water Expansion Percentage" is defined in the Ordinance as, with respect to the water components of the System, that number, expressed as a percentage, which represents that portion of the total cost of any Project or Projects financed from the proceeds of a particular series of Bonds which are Expansion Projects attributable to the water components of the System, together with all lands or interest therein, including plants, buildings, machinery, franchises, pipes, mains, fixtures, equipment and all property real or personal, tangible or intangible, heretofore or hereafter constructed or acquired in order to meet the increased demand upon the water components of the System, whether actual or anticipated, created by new users connecting to the water components of the System, as shall be determined by the Utilities Director and set forth in a certificate relating to such Project. The Water Expansion Percentage with respect to the Series 2026A Bonds is expected to be approximately 22.94%. Accordingly, no more than 22.94% of the Annual Debt Service on the Series 2026A Bonds may be paid from Water Impact Fees.

"Water Impact Fees" are defined in the Ordinance as Impact Fees which derive from the water components of the System and any investment earnings thereon; provided, however, with respect to each series of Bonds, the term "Water Impact Fees" in each year shall not include any amounts in excess of the Bond Service Requirement for such series of Bonds for such Bond Year multiplied by the Water Expansion Percentage.

See "APPENDIX B - Composite of the Ordinance" attached hereto for definitions of certain capitalized terms referred to in the above defined terms.

Generally, under Florida law, impact fees may be validly imposed against new construction or development in order to fund capital improvements or capacity which are necessitated by such new construction or development or to satisfy debt service for debt obligations that are issued to finance such capital improvements or capacity. Accordingly, proceeds of the Impact Fees may be used only for capital improvements or capacity that is attributable to new construction or development or to pay associated debt service. As a result, only a portion of Impact Fees may be legally available to pay debt service on the Bonds in any particular year. See "SECURITY FOR THE BONDS - Flow of Funds" below.

Rate Covenant

The City has covenanted in the Ordinance to cause to be in effect a rate ordinance, and to fix, establish, revise from time to time whenever necessary, maintain and collect fees, rates, rentals and other charges for the use of the products, services and facilities of the System that will always provide Gross Revenues in each Bond Year which, together with the additional sources of funds referred to below, will be sufficient in accordance with the provisions of the Ordinance to meet the following requirements:

> (a) The Gross Revenues to be received in such Bond Year shall be at least equal to one hundred percent (100%) of the sum of the Cost of Operation and Maintenance for such Bond Year plus the Bond Service Requirement for the Bonds in such Bond Year; and
>
> (b) The sum of the Gross Revenues and the Available Pledged Impact Fees to be received in such Bond Year shall be at least equal to the sum of one hundred percent (100%) of the Cost of Operation and Maintenance for such Bond Year, and one hundred fifteen percent (115%) of the Bond Service Requirement for the Bonds in such Bond Year.

For purposes of the above-described rate covenant, "Available Pledged Impact Fees" is defined in the Ordinance as the amount of Pledged Impact Fees that, in the opinion of the Qualified Independent Consultant, are reasonably expected to be received in such Bond Year. See "APPENDIX B - Composite of the Ordinance" attached hereto.

Additional Bonds

No Additional Bonds may be issued under the Ordinance unless the City shall have first complied with the following requirements:

(1) There shall have been obtained and filed with the Governing Body a certificate signed by one or more Qualified Independent Consultants, pursuant to which they shall state and certify the following:

> (a) The actual Cost of Operation and Maintenance of the System, as determined under standard auditing procedures, for any twelve (12) consecutive months out of the thirty (30) consecutive months immediately preceding the date of issuance of the proposed Additional Bonds (the "Audit Period"), adjusted to take into account any expected increases or decreases in the Cost of Operation and Maintenance of the System as a result of the construction or acquisition of additions, extensions and improvements to various components of the System to be financed by such Additional Bonds, or otherwise, had such increases or decreases occurred at the beginning of the Audit Period (such Cost of Operation and Maintenance as adjusted being hereinafter referred to as the "Historical Adjusted Cost of Operation and Maintenance");
>
> (b) The Gross Revenues received by the City during the Audit Period as determined under standard auditing procedures, adjusted to take into account expected increases in the Gross Revenues during the Audit Period that would have been realized from or as a result of (i) new customers of the System attributable to an existing water or wastewater system acquired after the beginning of the Audit Period, or to be acquired with such Additional Bonds before the end of the first Fiscal Year following the issuance of such Additional Bonds had such acquisition occurred at the beginning of the Audit Period, (ii) connections to the System shown in writing by the Qualified Independent Consultants to have been made after the beginning of the Audit Period as if such connections had occurred at the beginning of the Audit Period, (iii) new customers of the System that by ordinance, agreement, law, or regulation will be required to connect to the System within three years of the issuance of such Additional Bonds, or which the Qualified Independent Consultant projects, by virtue of their proximity to the service provided by a Project or otherwise, will connect to the System within three years of the issuance of such Additional Bonds, as if such connections occurred at the beginning of the Audit Period, (iv) new customers which, prior to the delivery of such certificate, have paid a rate, fee, or charge to reserve water or sewer capacity or to guarantee availability of water or sewer service, had such new customers been customers at the beginning of the Audit Period, and (v) any changes in the rate schedules for customers and users of the System which the City shall then have in effect, or has enacted by ordinance on or before the date of such certificate and which the City has covenanted to put into effect prior to the

issuance of such Additional Bonds, or any of them, had such rate changes been effective on the first day of the Audit Period (such Gross Revenues as adjusted being hereinafter referred to as the "Historical Adjusted Gross Revenues");

(c) If Pledged Impact Fees are to be considered in meeting the tests described in subparagraph (e) below, the Pledged Impact Fees actually received by the City during the Audit Period, adjusted to take into account any expected increases in the annual Pledged Impact Fees anticipated to occur within three years of the issuance of such Additional Bonds had the reasons for such increases existed at the beginning of the Audit Period (such Pledged Impact Fees as adjusted being hereinafter referred to as the "Historical Adjusted Available Pledged Impact Fees"); provided, however, with respect to each series of Bonds, the adjusted Sewer Impact Fees in each year shall not include any amounts in excess of the Bond Service Requirement for a particular series of Bonds for such Bond Year multiplied by the Sewer Expansion Percentage, and, the adjusted Water Impact Fees in each year shall not include any amounts in excess of the Bond Service Requirement for a particular series of Bonds for such Bond Year multiplied by the Water Expansion Percentage.

(d) The amount of the Maximum Bond Service Requirement for any Bond Year thereafter on account of all Bonds then outstanding under the Ordinance and the Additional Bonds proposed to be issued thereunder; and

(e) Based upon the foregoing, it is such Qualified Independent Consultant's opinion that:

(i) The Historical Adjusted Gross Revenues will be at least equal to one hundred percent (100%) of the sum of Historical Adjusted Cost of Operation and Maintenance and the Maximum Bond Service Requirement, and

(ii) The sum of the Historical Adjusted Gross Revenues and the Historical Adjusted Available Pledged Impact Fees will be at least equal to the sum of one hundred percent (100%) of the Historical Adjusted Cost of Operation and Maintenance, and one hundred fifteen percent (115%) of the Maximum Bond Service Requirement.

(2) Notwithstanding the requirements contained in subparagraph (1) above, the City may, if and to the extent necessary, issue Additional Bonds for the purpose of completing any Project for which Bonds were theretofore issued and the proceeds of which were insufficient to pay the entire cost of construction thereof, provided that the principal amount of all series of Additional Bonds issued for such purpose with respect to any such Project shall not exceed, in the aggregate, ten percent (10%) of the principal amount of the series of Bonds initially issued to finance such Project, and provided

further that the Chief Financial Officer of the City shall first certify that the amount of Additional Bonds proposed to be issued, together with all other funds available to and committed or reserved by the City for use in connection with paying the costs of completing such Project, is not less than the amount required to complete the acquisition and construction of such Project.

(3) In addition to the foregoing, the City may issue at any time and from time to time Additional Bonds for the purpose of refunding any series of Bonds, or any maturity of Bonds within a series, without the necessity of complying with the requirements contained in subparagraph (1) above, provided that prior to the issuance of such Bonds there shall be filed with the Governing Body of the City a certificate from the Chief Financial Officer to the effect that (i) the net proceeds from such Additional Bonds will be sufficient to cause the lien created by this ordinance with respect to the Bonds to be refunded or to be defeased pursuant to the Ordinance and (ii) the total aggregate debt service with respect to such Additional Bonds following the issuance thereof shall be equal to or less than the total aggregate debt service with respect to the Bonds which would have been outstanding had the same not been refunded pursuant to the Ordinance. In addition, prior to the issuance of such Bonds, there shall be filed with the Governing Body of the City, an opinion of Bond Counsel to the effect that (i) the proceeds from the sale of such Additional Bonds have been set aside in irrevocable escrow for the payment of the Bonds to be refunded in the manner described in the Ordinance and (ii) the issuance of such Additional Bonds and the use of the proceeds thereof as described above will not have the effect of causing the interest on any Bond then outstanding under the Ordinance (including the Bonds to be refunded) to become subject to federal income tax.

(4) The Chief Financial Officer of the City shall certify that the City is not in default in the performance of any of the covenants and obligations assumed by it under the Ordinance, and that all payments in the Ordinance required to have been made into the funds and accounts provided in the Ordinance shall have been made in full to the extent required.

(5) The City Attorney of the City shall submit an opinion to the Governing Body of the City to the effect that the issuance of such Bonds has been duly authorized and that all conditions precedent to the delivery of such Bonds have been fulfilled.

(6) Each ordinance, resolution or enabling instrument authorizing the issuance of such Bonds will recite that all of the covenants in the Ordinance contained will be fully applicable to such Bonds as if originally issued under the Ordinance.

(7) Additional Bonds issued pursuant to the terms and conditions of the Ordinance shall be deemed on a parity with all Bonds then outstanding, and all of the covenants and other provisions of the Ordinance shall be for the equal benefit, protection and security of the holders of any Bonds originally authorized and issued pursuant to the Ordinance and the holders of any Additional Bonds evidencing additional obligations

subsequently created within the limitations of and in compliance with the Ordinance. Additional Bonds shall be issued only for the purpose of financing one or more Projects, or for the purpose of refunding any obligations theretofore issued for such purposes.

The Series 2026A Bonds constitute Additional Bonds pursuant to the Ordinance.

No Reserve Funding for Series 2026A Bonds

In order to further secure the Bonds, the Ordinance provides for the establishment and maintenance of a Reserve Fund in an amount equal to the Reserve Requirement. There has been established within the Reserve Fund a "Composite Reserve Account" which currently does not secure any of the Outstanding Parity Bonds but could secure subsequently issued Additional Bonds that the City elects to have secured by the Composite Reserve Account. THE SERIES 2026A BONDS ARE NOT SECURED BY THE COMPOSITE RESERVE ACCOUNT OR ANY RESERVE SUBACCOUNTS THEREIN. Pursuant to the provisions of the Ordinance, the City may establish a separate account or subaccount within the Reserve Fund to secure a particular series of Bonds and may establish the "Reserve Requirement" for such series of Bonds. In connection with the issuance of the Series 2016A Bonds, the Series 2016B Bonds, the 2021 Bond, the 2022 Bond, and the 2023 Bonds, the City established the Reserve Requirement for each of such series of Bonds as $0.00. The City has determined the Reserve Requirement for the Series 2026A Bonds to also be $0.00. Accordingly, the Series 2026A Bonds will not be secured by any funds on deposit in the Reserve Fund including the Composite Reserve Account or any subaccount therein.

Flow of Funds

There shall be paid into the General Revenue Account all Gross Revenues immediately upon receipt. All Water Impact Fees, if any, shall be deposited into the Water Impact Fee Subaccount and shall be used as described in Section 7.03(2)(a) of the Ordinance and below under *"Disposition of Funds in the Water Impact Fee Subaccount."* All Sewer Impact Fees, if any, shall be deposited into the Sewer Impact Fee Subaccount and shall be used as described in Section 7.03(2)(b) of the Ordinance and below under *"Disposition of Funds in the Sewer Impact Fee Subaccount."*

(1) *Disposition of Funds in the General Revenue Account.* Funds in the General Revenue Account shall first be used to pay the principal of and interest on the First Lien Bonds to the extent, if any, that the escrow established for the payment of such First Lien Bonds is insufficient for such purposes, shall next be used to pay the Cost of Operation and Maintenance, and shall next be disposed of on or before the [15th] day of each month, only in the following order and priority:

(a) First, by deposit into the Interest Account, Principal Account, and Redemption Account an amount which, together with other deposits made therein pursuant to the provisions of the Ordinance, will be equal to one-sixth (1/6th) of the interest maturing on the Bonds on the next interest payment date, one-twelfth (1/12th) of all principal maturing during the then current Bond Year on the various series of Serial Bonds of the Bonds that mature annually (including the Compounded Amount at maturity of any Serial Bond which is a Capital Appreciation Bond that matures annually), one-sixth (1/6th) of all principal maturing on the next maturity date in such Bond Year on the various series of Serial Bonds of the Bonds that mature semi-annually (including the Compounded Amount at maturity of any Serial Bond which is a Capital Appreciation Bond that matures semi-annually), one-sixth (1/6th) of the semiannual Amortization Installment (including the Compounded Amount at maturity of any Amortization Installment which is due of any Term Bond which is a Capital Appreciation Bond that amortizes semi-annually) coming due during the current Bond Year with respect to the Bonds, one-twelfth (1/12th) of the next annual Amortization Installments (including the Compounded Amount at maturity of any Amortization Installment which is due of any Term Bond which is a Capital Appreciation Bond that amortizes annually) coming due during the then current Bond Year with respect to the Bonds, until there are sufficient funds then on deposit equal to the sum of the interest, principal and redemption payments due, respectively, on the Bonds, on the next interest, principal and redemption dates in such Bond Year.

Deposits shall be increased or decreased to the extent required to pay principal and interest coming due on the next principal or interest payment date, after making allowance for any accrued and capitalized interest and taking into account deficiencies in the prior months' deposits. Additionally if Variable Rate Bonds are outstanding on the 15th day of such month, the City shall deposit into the Interest Account in lieu of the one-sixth ($1/6^{th}$) interest deposit described above, the interest actually accruing on such Bonds for such month (plus any deficiencies in interest deposits for the preceding months subsequent to the most recent principal or interest payment date) assuming the interest rate thereon on the fifteenth day of such month will continue through the end of such month. If a draw is made from any of the various subaccounts in the Reserve Fund, then the increase of the deposits described in the first sentence of this paragraph to take into account the deficiencies in prior months' deposits shall be made on a pro rata basis with the replenishment of the draws in the various subaccounts in the Reserve Fund attributable to such deficiencies with respect to Bonds secured by such subaccounts in the Reserve Fund.

(b) Then, on parity with the deposits in paragraph (a) above, by deposit into the Swap Obligations Account, a pro rata estimated amount necessary to build up over time the amount of any Qualified Derivative Payment which will next be due and payable or reasonably expected to be due and payable under any Qualified Derivative Agreement on the next payment date thereunder (taking into account the estimated Qualified Derivative Receipts expected to be received during the same period of time); provided, however, that the monthly amount to be so deposited may be adjusted, as appropriate, to reflect the frequency of payment dates thereunder (e.g., if Qualified Derivative Payments are required to be made semi-annually, the City shall be required to monthly deposit an amount which is estimated to equal one-sixth (1/6th) of the next Qualified Derivative Payment).

(c) Then, by deposit into the various accounts in the Reserve Fund, an amount which, together with funds concurrently deposited therein pursuant to the provisions of the Ordinance and other funds then on deposit therein, will be sufficient to make the funds on deposit therein equal to the Reserve Requirement. See "SECURITY FOR THE BONDS - Reserve Fund" above.

(d) Then, by deposit into the Renewal and Replacement Fund an amount equal to one-twelfth (1/12th) of five percent (5%) of the Gross Revenues of the System for the preceding Fiscal Year, plus an amount equal to any unrestored withdrawal made to cure deficiencies in the Sinking Fund pursuant to the Ordinance; provided, however, that no further deposits shall be required whenever and so long as the City shall maintain therein an amount equal to $250,000 or such larger sum as the Governing Body of the City from time to time may determine. See "APPENDIX B - Composite of the Ordinance" attached hereto for information concerning the use of moneys on deposit in the Renewal and Replacement Fund.

(e) Then, by deposit into the Rate Stabilization Fund such amount, if any, as it deems appropriate. The City may transfer such amounts of moneys from the Rate Stabilization Fund to the General Revenue Account as it deems appropriate; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 15th day of the month next preceding such payment date), moneys in the Rate Stabilization Fund shall be applied for the payment into the Sinking Fund when the moneys therein are insufficient to make the payment required pursuant to the Ordinance only to the extent moneys transferred from the Reserve Fund and the Renewal and Replacement Fund for such purposes shall be inadequate to fully provide for such insufficiency.

Funds in the Rate Stabilization Fund shall be used only for the purpose of transferring amounts to the General Revenue Account or the Sinking Fund, or for payment to the City pursuant to the Ordinance to be used for any lawful purpose.

(f) Then by payment to the City to be used for any lawful purpose.

Deposits required pursuant to the requirements described above shall be cumulative and the amount of any deficiency in any month shall be added to the amount otherwise required to be deposited in each month thereafter until such time as all such deficiencies have been cured. Deposits shall be increased or decreased to the extent required to pay principal, interest and Qualified Derivative Payments coming due, after making allowance for any accrued and capitalized interest. Additionally, if Variable Rate Bonds are outstanding on the 15^{th} day of such month, the City shall deposit into the Sinking Fund in lieu of the one-sixth ($1/6^{th}$) interest deposit described above, the interest actually accruing on such Bonds for such month, assuming the interest rate thereon on the 15^{th} day of such month will continue through the end of such month, plus any deficiencies in interest deposits for the preceding month.

(2) *Disposition of Funds in the Water Impact Fee Subaccount.* All Water Impact Fees deposited into the Water Impact Fee Subaccount shall be utilized on or before the 25^{th} day of each month, on a pro rata basis with amounts available in the Sewer Impact Fee Subaccount, as follows:

(a) Such moneys shall, in the case of a deficiency in the Sinking Fund (including the subaccounts therein) and/or the Reserve Fund, first be applied and allocated to any Sinking Fund (including the subaccounts therein) deficiencies, then shall be applied to any Reserve Fund deficiencies, in order to supplement other Pledged Revenues to be deposited therein or in substitution of other Pledged Revenues to be deposited therein.

(b) Thereafter, all moneys in the Water Impact Fee Subaccount may be used by the City for any lawful purpose.

Notwithstanding any provision of the Ordinance to the contrary, the amount of Water Impact Fees used for the payment of principal of, redemption premium, if any, and interest on any series of Bonds in any Bond Year, shall never exceed the Bond Service Requirement for such series of Bonds for such Bond Year multiplied by the Water Expansion Percentage.

(3) *Disposition of Funds in the Sewer Impact Fee Subaccount.* All Sewer Impact Fees deposited into the Sewer Impact Fee Subaccount shall be utilized on or before the 25^{th} day of each month, on a pro rata basis with amounts available in the Water Impact Fee Subaccount, as follows:

(a) Such moneys shall, in the case of a deficiency in the Sinking Fund (including the subaccounts therein) and/or the Reserve Fund, first be applied and allocated to any Sinking Fund (including the subaccounts therein) deficiencies, then shall be applied to any Reserve Fund deficiencies, in order to supplement other Pledged Revenues to be deposited therein or in substitution of other Pledged Revenues to be deposited therein.

(b) Thereafter, all moneys in the Sewer Impact Fee Subaccount may be used by the City for any lawful purpose.

Notwithstanding any provision of the Ordinance to the contrary, the amount of Sewer Impact Fees used for the payment of principal of, redemption premium, if any, and interest on any series of Bonds in any Bond Year, shall never exceed the Bond Service Requirement for such series of Bonds for such Bond Year multiplied by the Sewer Expansion Percentage.

(4) *No Further Payments.* The City shall not be required to make any further payments into the Sinking Fund, including the subaccounts therein, or the Reserve Fund when the aggregate amount of funds in both the Sinking Fund, including the subaccounts therein, and Reserve Fund are at least equal to the aggregate principal amount of Bonds issued pursuant to the Ordinance and then outstanding, plus the amount of interest then due or thereafter to become due on said Bonds then outstanding, or if all Bonds then outstanding have otherwise been defeased pursuant to the Ordinance.

State Revolving Fund Loan Program

The City has received various loans under the State's SRF Loan Program from time to time (the "SRF Loans" or the "Subordinate Obligations"). When issued, SRF Loans are secured by a pledge of the Net Revenues of the System which is subordinate in all respects to the pledge granted thereon with respect to the City's Outstanding Bonds, including the Series 2026A Bonds. As of September 30, 2025, the City had outstanding SRF Loans in the aggregate principal amount of $17,744,723. Additionally, the City currently expects to secure SRF Loans over the next five years, subject to the availability of funds under the SRF Loan Program, to finance a portion of the Current CIP. All of the SRF Loans will be subordinate in all respects to the pledge of the Net Revenues granted thereon with respect to the Series 2026A Bonds and the City's Outstanding Parity Bonds and any subsequently issued Additional Bonds. In the event of a default under the SRF Loan Agreements, the State has the ability to enforce certain remedies under the SRF Loan Agreements, including, but not limited to, acceleration of the repayment schedule and increasing the interest rate on the SRF Loan Agreements by as much as 1.667 times. See "THE SYSTEM - Capital Improvement Plan" herein.

Certain Covenants

The City has made several covenants in the Ordinance for the benefit of the holders of the Bonds including, but not limited to, those relating to maintaining the System in good condition, annually preparing an operating budget with respect to the System, maintaining sufficient books and records regarding the Pledged Revenues, preparing an annual audit each year, agreeing not to mortgage or sell any portion of the System except in certain circumstances, maintaining adequate insurance with respect to the System, agreeing not to provide free service by the System, enforcing collections, requiring connections to the System, and others. See "APPENDIX B - Composite of the Ordinance" attached hereto, particularly Article IX therein.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Series 2026A Bonds, together with other legally available moneys of the City, are expected to be applied as follows:

Sources of Funds	
Proceeds of Series 2026A Bonds	$
Other Available Moneys[1]	
[Plus/Less] [Net] Original Issue [Premium/Discount]	
Total Sources	$
Uses of Funds	
Deposit to Escrow Account[2]	$
Costs of Issuance[3]	
Total Uses	$

(1) Represents moneys on deposit in certain funds and accounts allocable to the Refunded Bonds.
(2) To be applied to redeem the Refunded Bonds on April 1, 2026.
(3) Includes the Underwriter's discount, municipal advisory fees, legal fees and expenses and other miscellaneous costs of issuance.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the annual debt service requirements with respect to the Series 2026A Bonds:

Fiscal Year Ending September 30	Series 2026A Bonds Principal	Series 2026A Bonds Interest	Series 2026A Bonds Total Debt Service	Total Debt Service on Parity Bonds[(1)]	Total Combined Debt Service
2026				$ 7,778,445.25	
2027				7,771,360.25	
2028				10,715,533.50	
2029				10,710,771.00	
2030				10,704,982.50	
2031				10,702,452.50	
2032				10,692,234.00	
2033				10,717,641.50	
2034				8,122,980.00	
2035				8,121,719.50	
2036				7,203,225.00	
2037				7,199,200.00	
2038				7,203,325.00	
2039				5,738,600.00	
2040				5,735,975.00	
2041				5,731,475.00	
2042				5,729,725.00	
2043				5,725,350.00	
2044				5,726,662.50	
2045				5,724,050.00	
2046				5,714,875.00	
2047				5,708,000.00	
2048				5,701,625.00	
2049				5,700,125.00	
2050				5,693,000.00	
2051				5,684,875.00	
2052				5,680,125.00	
2053				5,673,125.00	
2054				5,668,250.00	
Totals	**$**	**$**	**$**	**$208,979,707.50**	**$**

(1) Includes debt service on the Refunded Bonds.

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THE SYSTEM -- to be reviewed by the City

General

The City owns, operates, and maintains a water and sewer utility system (the System"). Potable water is provided to two different service areas, one being the "Mainland," consisting of all areas west of the Indian River Lagoon, and the other being the "Beachside," consisting of all areas east of the west boundary of the Indian River Lagoon. The service areas include the Cities of Melbourne, Indian Harbour Beach, Indialantic, Melbourne Beach, Palm Shores and Satellite Beach, Melbourne Village, and some unincorporated areas of Brevard County. Additionally, the System currently provides bulk potable water service to the City of West Melbourne.

The System also recognizes two sewer service areas, both located on the Mainland and identified as serving either the northern or southern portion of the City.

Organization and Management

The utilities operations of the Public Works and Utilities Department of the City is operated under a separate enterprise fund within the City government. The Public Works and Utilities Director reports to the City Manager and is responsible for operational and administrative control of the Public Works and Utilities Department. The City's Financial Services Department, which is responsible for utility billing and collection, reports to the City Manager. The Deputy City Manager reports to the City Manager who has administrative control of the City and reports directly to and serves at the discretion of the City Council which consists of the Mayor and six Council Members, one of which serves as Vice-Mayor.

The City Council provides for the management and operation of the System. The key personnel in the management of the System are the City Manager, Public Works and Utilities Director and the Director of Finance. The City utilizes outside consultants, including consulting engineering firms and rate consultants, when specialized services are required.

Jenni Lamb was appointed City Manager in May 2023. Ms. Lamb had been serving as Interim City Manager since January 20, 2023, prior to her appointment as the permanent City Manager. Ms. Lamb started in the City's Engineering Department in September 1999 and was promoted to City Engineer in 2005 where she served until becoming Deputy City Manager in 2019. Prior to joining the City, Ms. Lamb worked at the City of Palm Bay and for a private engineering firm. She holds a B.S. in Environmental Engineering from the University of Florida and is a licensed Professional Engineer.

The Public Works and Utilities Director, Jennifer Spagnoli, has over 16 years of experience with the City. Jennifer was hired as the Utilities Engineer on April 9, 2009, where she served until her promotion in January 2020 to Assistant Public Works and Utilities Director. Prior to joining the City, Ms. Spagnoli worked as a project engineer at Alachua County Public Works, a utilities engineer/project manager at Palm Beach County Water Utilities and worked for City of Delray Beach Environmental Services, the Florida Department of Environmental Protection ("FDEP") and for a private engineering firm. She holds a B.S. in Environmental Engineering from the University of Florida, a Masters of Public Administration from Florida Institute of Technology and is a licensed Professional Engineer. Ms. Spagnoli has over 25 years of water and wastewater utility experience. Ms. Spagnoli was appointed as the Acting Director on November 21, 2022, and became the full-time Director on April 6, 2024.

The Director of Finance, Ross McGinn, has over 14 years of local government experience, eight years with the City of Melbourne. He received his BSBA with a focus in Accounting from the University of Central Florida and his Masters of Public Administration from the Florida Institute of Technology. Mr. McGinn served progressively in the positions of Accounting Specialist, Accountant, Assistant Finance Director, and was appointed to the position of Director of Finance in July 2022.]

The City currently allocates [200] full-time equivalent staff with respect to System operations. Currently, there are no unionized employees in the Public Works and Utilities Department represented by the Laborers' International Union. The Public Employees Relations Commission notified the City in June 2024 that the Laborers' International Union was decertified.

On the immediately following page is an overview of the organization of the Public Works and Utilities Department:

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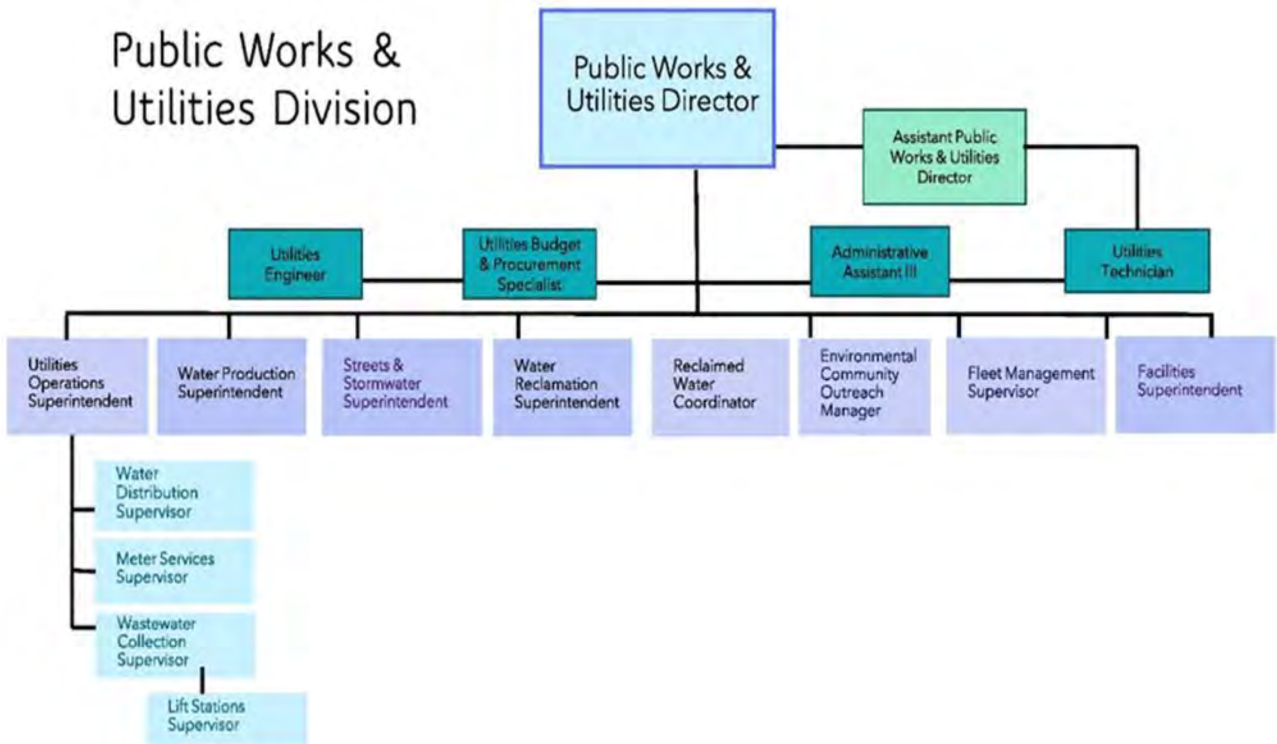

Existing Water System

The City provided water service to average annual accounts of 59,823 for the Fiscal Year ended September 30, 2025, and currently serves a customer base of approximately 168,000 persons. This service area covers the municipal limits of the City [(2024 estimated population of 87,846)], plus wholesale service to the City of West Melbourne, and retail service to Melbourne Village, the Cities of Melbourne Beach, Indialantic, Satellite Beach, Indian Harbour Beach, Palm Shores, and a portion of the unincorporated County.

The City currently operates two water treatment and production facilities consisting of the John A. Buckley Surface Water Treatment Plant (the "Buckley WTP"), with a production capacity of 20 million gallons per day ("MGD"), and the Joe Mullins Reverse Osmosis Treatment Facility (the "Mullins WTF"), with a production capacity of 5 MGD. The design for a planned expansion to 10 MGD is currently at 90% completion and the Mullins WTF has the capability to further expand its production capacity to 15 MGD in the future.

The Buckley WTP was first commissioned in 1959 with 4 MGD of treatment capacity and 650,000 gallons of storage. Many improvements and expansions have occurred over the years that increased capacity to 20 MGD. The Buckley WTP utilizes a high-rate clarification treatment process, consisting of two parallel trains, treating surface water from Lake Washington. A chemical coagulant (ferric sulfate) is added to the raw water to destabilize the suspended solids and settling begins to occur in tubes in the settling basins. The settled water is collected in a set of troughs and overflows for subsequent ozonation.

Ozonation is used for taste and odor control and consists of two ozone contactors with serpentine flow conditions in six chambers in series divided by under and over baffles and of medium voltage ozone generators which are fed with liquid oxygen. Ozone is fed to the first chamber through a number of diffusors. Off-gas is collected and treated before releasing to the atmosphere. Dual-media filtration is primarily used for turbidity control but also addresses other objectives including taste and odor control, additional organics removal and control of any microconstituents not removed in the clarification and ozonation treatment processes. The Buckley WTP has six gravity media filters, with an additional four pressure media filters currently in construction. Disinfection and chemical conditioning of the product water is used to finalize treatment. The product water is a blend of treated surface water and reverse osmosis (RO) product water. Disinfection takes place in a blend tank where sodium hypochlorite, ammonia, sodium hydroxide, carbon dioxide, and fluoride are added to disinfect, stabilize and condition the blended flow prior to the finished water being pumped into the ground storage tanks and then into the distribution system.

The Mullins WTF was placed into service in May 1995. Raw water for the Mullins WTF comes from the Floridan aquifer. Raw brackish groundwater is treated with two 2-stage brackish water RO skids, each with a capacity of 2.5 MGD, for a daily production capacity of 5.0 MGD. The plant is supplied with groundwater from four 16-inch-diameter upper Floridan aquifer wells, with two more wells currently under construction.

Raw water pumped from the Floridan aquifer is pretreated with sulfuric acid to lower the pH. After acidification, a scale inhibitor is added to the feed stream. Both chemicals are dosed to avoid membrane scaling while water is passing through the RO membranes. The chemically conditioned feed water is prefiltered through a 5-micron nominal rating polypropylene cartridge filter assembly to remove sand, silt, and other small particulates from the source water. Prefiltered water is then pressurized by two 300 horsepower vertical turbine pumps to the feed pressure required by the brackish water RO process trains, which is currently around 150 pounds per square inch. The RO process separates all suspended and most dissolved solids from water. Treated water is then passed through degasifiers to remove dissolved gases such as excess carbon dioxide and hydrogen sulfide. Degasified, treated water is collected in the clearwell and flows by gravity to and is blended with the treated water from the Buckley WTP before final disinfection and conditioning takes place and finished water is distributed to the customers.

The byproduct (called "RO concentrate" or "brine") from the Mullins WTF treatment process is currently post-treated with degasifiers, aerated, and discharged into the Eau Gallie River, which flows into the Indian River Lagoon, as permitted by the FDEP. The City recently constructed a deep injection well system for alternate RO concentrate disposal means. Once the RO concentrate pipeline (currently in design)_ is constructed between the Mullins WTF and the deep injection well, RO concentrate will no longer discharge into the Equ Gallie River. The Buckley WTP does not produce a liquid byproduct.

Water is transferred to the distribution system via four high service pumps located at the Mullins WTF. Storage is provided by two on-site 4.0 MG ground storage reservoirs. Pressure is maintained in the System by four booster pump stations, each with on-site storage reservoirs. Total storage capacity available is 15.0 MG, which is lower than the current average daily demand of 18.02 MGD. The current available storage capacity will be adequate to meet the storage demand requirements for the foreseeable future. The booster pump stations are in good condition and the ground storage tanks are in fair to good condition. The City recently completed rehabilitation of four booster station storage tanks.

The water distribution system consists of approximately 165 miles of transmission mains and approximately 701 miles of distribution mains. The distribution system pipe materials are made up of various materials. Forty-five percent of the pipes are made of cast iron with 37% being polyvinyl chloride (PVC). The remaining 18% is made from various materials such as ductile iron, high-density polyethylene and prestressed concrete. The System also includes more than 18,409 valves and 4,955 hydrants. In this regard, the City performs extensive maintenance and refurbishment programs on the system and its appurtenances. The City also maintains an on-going distribution system upgrade program to replace older piping and other distribution assets on an annual basis. Such program is included in the Current CIP.

Water audits from 2012 to 2016 indicated a historical water loss between 6 to 10% with an average loss of 7.72%. Audits from 2020 to 2024 show a similar trend with an average loss of 7.46%. According to the 2013 Validated Water Audit Data by the American Water Works Association Water Loss Control Committee, real losses average approximately 14% for the 25 utilities evaluated for the audit.

The top ten water customers of the System for the Fiscal Year ended September 30, 2025 are shown in the following table. [Overall, approximately 91% of the average retail potable water customers served by the System during Fiscal Year 2025 were classified as individually metered single-family residential, accounting for approximately 60.1% of equivalent residential connections ("ERCs").]

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TOP TEN WATER CUSTOMERS

Customer	Annual Revenue[1]
City of West Melbourne[2]	$5,732,491
Holmes Regional Medical Center	474,715
Florida Institute of Technology	368,805
School Board of Brevard County	275,429
Northrop Grumman Systems Corp	165,671
We Harbours LLC	129,234
Orlando Health Inc.	119,638
The Meadows	113,669
Eastern Florida State College	110,136
Wickham Road Owner LLC	108,493

(1) Unaudited. Represents billed amounts for Fiscal Year 2025.

(2) Pursuant to a bulk water sales agreement. See discussion that immediately follows.

Source: Utilities Billing and Collection division of the Financial Services Department of the City of Melbourne, Florida.

The amount of annual water rate revenue (unaudited) derived from the above top ten users equated to approximately 18.78% of all water rate revenues (unaudited) for the Fiscal Year ended September 30, 2025. The City's largest current customer, the City of West Melbourne ("West Melbourne"), purchases water from the City pursuant to the Interlocal Agreement for Sale and Purchase of Water dated May 16, 2013 (the "Bulk Water Agreement"). Pursuant to the terms of the Bulk Water Agreement, the City is the exclusive provider of water to West Melbourne. The City is obligated to provide water up to the amount defined for the five-year increments in the term of the agreement. The limits may be adjusted up or down every five years to account for changes in demand. The City charges West Melbourne a price per thousand gallons of water purchased which is equal to that charged to other water customers residing within the limits of the City. The City also charges West Melbourne an impact fee equal to the water impact fee charged to other water customers within the limits of the City.

The Bulk Water Agreement expires on December 31, 2026. West Melbourne notified the City in December 2021, that it did not intend to renew the Bulk Water Agreement upon its expiration. Accordingly, commencing January 1, 2027, West Melbourne will no longer be a bulk water customer of the System. However, the City will still maintain an interconnection with West Melbourne which will allow the purchase of water by West Melbourne if needed. For the Fiscal Year 2025, West Melbourne was the System's largest water customer constituting approximately 14.1% of the System's total water rate revenues. Total maximum daily demand of the water system is expected to decrease by approximately 12.8% as a result of West Melbourne's departure as a customer.

The City engaged Raftelis Financial Consultants, Inc. (the "Rate Consultant") to conduct a rate study and provide rate recommendations in light of the anticipated expiration of the Bulk Water Agreement with West Melbourne. The Rate Consultant completed a Fiscal Year 2025 Water and Wastewater Rate Study for the City in August 2025 (the "Rate Study"). The City Council recently adopted all of the rate recommendations set forth in the Rate Study. See "- Water, Sewer and Reclaimed Water Rates" below. A copy of the Rate Study may be obtained from the City. See the penultimate paragraph under "INTRODUCTION" herein for information on how to obtain the Rate Study and other information from the City.

In recent years, the water service area customer base has grown at an annual rate of less than [1.0]%. This customer base of the water system is substantially larger than the sewer system due to water service being provided to the Beachside and the City of West Melbourne. The table below summarizes the historic customer base and water demands for the City's water system service area.

HISTORIC WATER FLOWS

Fiscal Year	Number of Accounts(1)	Average Day Demand (MGD)	Maximum Day Demand (MGD)
2020	59,110	16.6	19.9
2021	59,433	16.7	20.8
2022	59,604	17.9	20.9
2023	59,566	17.7	20.5
2024	59,717	18.0	20.4
2025	59,823	18.0	20.2

(1) Average number of accounts for each of the Fiscal Years ended September 30.

Source: City of Melbourne, Florida Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2024; City of Melbourne, Florida Financial Services Department.

As indicated above, the average daily demand on the water system was 18.0 MGD for the Fiscal Year ended September 30, 2025, or approximately 72% of the combined 25 MGD production capacity available for the existing treatment facilities. The maximum day demand was 20.2 MGD in fiscal Year 2025, which equates to approximately 80.8% of the current combined production capacity.]

The City has Emergency Interconnect Agreements with the City of Cocoa, Patrick Air Force Base, and the City of Palm Bay. The interconnect agreements provide for the sale of drinking water between the governmental entities under emergency conditions. Emergency conditions are defined as a temporary inability on the part of either entity being able to provide continuous drinking water supply service to its customers. The agreements call for the provision of drinking water at various rates. The term of these agreements is typically 20 years.

The Water System facilities are in good operating condition.

Existing Sewer System

The City currently owns and operates an extensive sewer collection and transmission system. The sewer system currently serves an area of approximately 32 square miles and has a customer base of approximately [83,300 persons]. The sewer system consists of approximately 259 miles of gravity collection mains and 64 miles of force collection mains, 96 pump stations and 191 privately owned and operated lift stations, an inverted siphon, and two influent pump stations, with one each located at the David B. Lee Water Reclamation Facility (the "DB Lee WRF") and the Grant Street Water Reclamation Facility ("Grant Street WRF"). The system also has over 5,500 manholes. The collection/transmission system transports the wastewater to the City's two wastewater treatment facilities, the DB Lee WRF and the Grant Street WRF.

The sewer system has two distinct service areas, the North and the South. The DB Lee WRF has a permitted treatment capacity of 7.0 MGD and serves the North service area between the Melbourne Orlando International Airport and the northern city limits. The Grant Street WRF has a permitted treatment capacity of 5.5 MGD, and serves the South service area, south of the Melbourne Orlando International Airport to the City of Palm Bay, excluding the West Melbourne service area.

The DB Lee WRF was originally constructed in 1957 and has since undergone several expansions and improvements. It is currently rated and permitted as a 7.0 MGD annual average design flow ("AADF") wastewater treatment plant that provides secondary treatment with three oxidation ditches and on-site solids processing. The DB Lee WRF also includes a 4.0 MGD reclaimed water treatment system, which consists of filtration, high level disinfection, storage and pumping facilities. The reclaimed water is pumped to public access areas, including City-owned golf courses, the City-owned airport and other green spaces. It is also pumped to commercial properties along the airport and to single and multi-family developments. Additional storage is supplied via a 0.5 MG ground storage tank located at the Harbor City Golf Course. Effluent not transferred to the reclaimed water treatment system is pumped to the Grant Street WRF for disposal via deep well injection.

The DB Lee WRF currently has equipment that is listed in good condition, meaning that the equipment has no issues that will impact performance and appears to be in good condition. The DB Lee WRF received an annual average daily flow of 4.16 MGD in the Fiscal Year ended September 30, 2025. This amounts to approximately 59.4% of the permitted treatment capacity of the facility, and approximately 22% of the

18.65 MGD disposal capacity of the deep injection well. The facility provides secondary treatment prior to disposal via the deep injection well and consistently produces an effluent which meets the required regulatory standards. The solids treatment facilities include aerated sludge holding, sludge dewatering, lime stabilization and disposal via land application.

The Grant Street WRF was constructed in 1964 and, similar to the DB Lee WRF, has undergone several expansions and upgrades since it was placed into service. It currently has a permitted capacity of 5.5 MGD and provides secondary treatment with separate oxidation ditch and trickling filter treatment trains, as well as on-site solids processing. The City intends to replace the oxidation ditch and trickling filter treatment trains with a new oxidation ditch and clarifier. The facility includes a reclaimed water production system with a design capacity of 2.0 MGD. Previously completed improvements to the facility, as well as to the distribution system, have increased the ability to serve areas throughout the City. The system consists of filtration, high level disinfection and pumping facilities. Additional storage is supplied via a 0.35 MG storage tank at the Crane Creek Reserve Golf Course. All effluent not sent to the reclaimed water system is transferred to the deep injection well for final disposal.

Most of the facility equipment at the Grant Street WRF is in fair to good condition, meaning that the equipment has no issues that will impact performance and appears to be in good condition or that the equipment in fair condition functions properly, but conditions exist that may impair performance. One grinder and one clarifier are listed in poor condition with the equipment not functioning properly and showing signs of wear and tear.

The Grant Street WRF received an annual average daily flow of 3.21 MGD during the Fiscal Year ended September 30, 2025. This amounts to approximately 58.4% of the permitted treatment capacity of the facility, and approximately 17.2% of the disposal capacity of the deep injection well. However, as described previously, only the flow not provided to the reclaimed water distribution system is disposed via the deep injection well. The combination of flows from both treatment facilities in the Fiscal Year ended September 30, 2025 (i.e., 7.37 MGD) amounts to approximately 39.5% of the capacity of the deep injection well. The facility provides secondary treatment prior to disposal via the deep injection well and consistently produces an effluent that meets the required regulatory standards. Similar to the DB Lee WRF, the solids treatment facilities include aerated sludge holding, sludge dewatering, lime stabilization and disposal via land application.

Historically, the sewer system has exhibited growth rates similar to that of the City's population. This rate of growth is not expected to vary much during the 20-year planning period, especially in the Grant Street WRF service area. This is due to the service area being landlocked to the south and southwest by the Cities of Palm Bay and West Melbourne, respectively. It is anticipated that only minor growth will occur and will be the result of the development of vacant land and redevelopment of existing properties. Therefore, the majority of growth is expected to occur in the DB Lee WRF service area. However, the rate of growth is not expected to exceed the projected growth rate for the City of 3.0%.

The top ten sewer customers of the System for the Fiscal Year ended September 30, 2025 are shown in the table below. Overall, approximately 88.0% of the average annual sewer customers served by the System during Fiscal Year 2025 were classified as residential, accounting for approximately 60.1% of ERCs.

TOP TEN SEWER CUSTOMERS

Customer	Annual Revenue[1]
Holmes Regional Medical Center	$709,276
Florida Institute of Technology	550,557
Northrop Grumman Systems Corp	247,388
School Board of Brevard County	233,240
We Harbours LLC	193,016
Orlando Health Inc.	178,071
The Meadows	169,752
Wickham Road Owner LLC	162,060
Topaz Tuscana TIC 6 LLC	156,064
Melbourne Hotel XL Owner LLC	153,098

(1) Unaudited. Represents billed amounts for Fiscal Year 2025.

Source: Utilities Billing and Collection division of the Financial Services Department of the City of Melbourne, Florida.

The above top ten users equated to approximately 10.14% of the total sewer rate revenues (unaudited) for the System for the Fiscal Year ended September 30, 2024. The table on the following page summarizes the historical wastewater flows for both of the sewer service areas. The combined sewer service areas served approximately 29,727 average annual accounts at a total wastewater flow rate of 7.37 MGD (based on Fiscal Year 2025 annual average daily flow).

[Remainder of page intentionally left blank]

HISTORIC WASTEWATER FLOWS

Fiscal Year	Lee WRF (MGD)	Grant Street WRF (MGD)	Total Combined Flows (MGD)	Number of Accounts[1]
2020	4.28	3.15	7.43	29,435
2021	4.22	3.16	7.38	29,633
2022	4.30	3.41	7.71	29,688
2023	4.40	3.57	7.97	29,614
2024	4.26	3.45	7.71	29,680
2025	4.16	3.21	7.37	29,727

(1) Average number of accounts for each of the Fiscal Years ended September 30.

Source: City of Melbourne, Florida Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2024; City of Melbourne, Florida Financial Services Department.

Currently, two different methods for handling the treated effluent produced by the DB Lee WRF and the Grant Street WRF are used: deep well injection and reuse via public access spray irrigation. The deep injection well has a permitted capacity of 18.65 MGD and is the main method of effluent disposal used in the City. As mentioned previously, each treatment facility has a reclaimed water production system consisting of filtration, disinfection, storage and pumping facilities. The distribution systems of each facility were recently interconnected providing additional redundancy to the System. The DB Lee WRF reclaimed water system serves two zones in the northern portion of the City's service area while the Grant Street WRF reclaimed water system serves the southern portion of the City.

The reclaimed water system at the DB Lee WRF is currently producing a monthly average daily flow of 1.71 MGD (based on average daily flow for Fiscal Year 2025), which amounts to approximately 42.8% of its permitted 4.0 MGD capacity. The reclaimed water system consistently produces a high-quality effluent which meets or exceeds all regulatory standards. The reclaimed water system at the Grant Street WRF is currently producing a monthly average daily flow of 0.68 MGD (based on average daily flow for Fiscal Year 2025), which amounts to approximately 34% of its permitted 2.0 MGD capacity. The reclaimed water system consistently produces a high quality effluent which meets or exceeds all regulatory standards. In combination, the two reclaimed water systems are producing an average daily flow of 2.39 MGD, which is approximately 32.4% of the current total treated wastewater flow of 7.37 MGD. The difference, or 4.98 MGD, is transferred to the deep injection well and equals approximately 26.7% of its capacity.

As of September 30, 2025, there were 629 reclaimed water customers of the System, 479 of which were residential. See "THE SYSTEM - Reclaimed Water Rates" herein.

The table below summarizes the historical reclaimed water flows.

HISTORIC RECLAIMED WATER FLOWS

Fiscal Year	Number of Accounts[1]	Lee WRF (MGD)	Grant Street WRF (MGD)	Total Combined Flows (MGD)
2020	643	1.68	0.42	2.10
2021	649	1.70	0.58	2.28
2022	654	1.86	0.68	2.54
2023	640	1.76	0.63	2.39
2024	650	1.71	0.62	2.33
2025	629	1.71	0.68	2.39

(1) Average number of accounts for each of the fiscal years ended September 30.

Source: City of Melbourne, Florida Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2024; City of Melbourne, Florida Financial Services Department.

The Wastewater System and Reclaimed Water facilities are in overall good operating condition.

Capital Improvement Plan

The Rate Study included an assumed capital improvement plan for Fiscal Years 2025 – 2030 (the "Estimated CIP") which calls for approximately $498.3 million of total capital improvements relating to the System. This plan will provide the System with adequate reserve capacity for added growth in future customer connections in addition to meeting regulatory requirements. This plan includes various water treatment facilities improvements, water distribution improvements, water distribution master plan improvements, wastewater collection improvements, wastewater treatment facilities master plan improvements and other capital improvements. The Rate Study may be obtained from the City. See the penultimate paragraph under "INTRODUCTION" herein. The following table is a summary of the Estimated CIP.

[Remainder of page intentionally left blank]

Estimated Capital Improvement Plan
(in thousands)

For the period ending September 30,

	2025	2026	2027	2028	2029	2030	Six-year Total	Percent of Total
Water System	$43,407	$25,162	$ 96,631	$31,919	$9,605	$27,100	$233,824	46.9%
Wastewater System	29,233	41,535	79,372	50,713	18,212	45,435	264,500	53.1
Total Capital Plan	**$72,640**	**$66,697**	**$176,003**	**$82,632**	**$27,817**	**$72,535**	**$498,324**	**100%**

Source: Fiscal Year 2025 Water and Wastewater Rate Study.

The table that follows sets forth the currently anticipated funding sources for the Estimated CIP. It is estimated that the City will be issuing approximately $290.3 million of Additional Bonds (some of which are expected to be WIFIA Loans) in Fiscal Years 2027 - 2030 in order to fund a portion of the Estimated CIP.

Estimated CIP Funding Plan
(in thousands)

For the period ending September 30,

	2025	2026	2027	2028	2029	2030	Six-year Total	Percent of Total
System Rates	$4,562	$5,012	$3,087	$2,722	$2,552	$2,000	$19,935	4.0%
Operating Reserves	8,458	400	175	-	-	-	9,033	1.8
Grants	3,053	-	18,562	-	-	-	$21,615	4.2
Previously Issued and Proposed Debt	40,330	43,135	141,945	66,496	11,330	53,756	356,992	71.6
Project Fund	5,224	18,100	10,728	13,414	13,935	16,779	78,180	15.7
Capital Construction Reserve	11,013	50	1,506	-	-	-	12,569	2.4
Total Capital Funding	**$72,640**	**$66,697**	**$176,003**	**$82,632**	**$27,817**	**$72,535**	**$498,324**	**100%**

Source: Fiscal Year 2025 Water and Wastewater Rate Study.

Regulation and Compliance

The United States Environmental Protection Agency ("EPA") and the FDEP promulgate various regulations governing operation of the System. The regulations deal primarily with the quality of effluent discharged from the wastewater treatment facilities, the disposal of biosolids generated by the wastewater treatment plants, the discharge of pollutants into the groundwater and the nature of waste material discharged into the collection facilities. Various monitoring and reporting requirements are associated with the regulations.

Both the DB Lee WRF and the Grant Street WRF are currently meeting or exceeding the appropriate regulatory requirements regarding effluent quality, both in the secondary effluent disposed via the existing deep injection well and the reclaimed water provided for irrigation purposes throughout the City. Both systems are complying with all ground and surface water quality standards. The current CUP described below requires the City to increase its beneficial reuse of treated wastewater flows to 50% required to be beneficially reused by 2029. The City's current reuse is approximately 33%. The City currently is in compliance with the CUP.

No hydraulic or organic overloading is apparent at the Buckley WTP and the water being supplied meets or exceeds all current regulatory requirements regarding drinking water quality. The water produced by the Buckley WTP is blended with that produced by the Mullins WTF prior to disinfection and distribution. For the Mullins WTF, the finished water meets and exceeds all current regulatory standards.

[Describe any current DEP issues]

Permitting

The water and sewer facilities are under the jurisdiction of FDEP for operating and construction permits for its treatment plants. The water facilities are under the jurisdiction of the St. Johns River Water Management District ("SJRWMD") for the Consumptive Use Permit ("CUP") for raw water supply. Both water and sewer facilities are under the SJRWMD jurisdiction for issuance of the Environmental Resource Permit for construction activities. The City has all of the relevant permits for its ongoing water and sewer operations. The City's current CUP allows water use from the Floridan aquifer of up to 12.5 MGD (average annual) and up to 18.0 MGD from Lake Washington. The CUP expires July 9, 2049.

The City is operating all of its water production facilities and wastewater treatment plants pursuant to unexpired permits issued by the requisite regulatory agencies. The City is current on all permit renewals.

Water, Sewer and Reclaimed Water Rates

On September 24, 2025, the City Council enacted Ordinance No. 2025-46 (the "Rate Ordinance") approving a phased implementation of water and sewer utility rates through Fiscal Year 2030. The Rate Ordinance follows all of the rate recommendations contained in the Rate Study. The initial water and wastewater rate increases of approximately 10.5% and 7.0%, respectively, went into effect as of October 1, 2025.

Water Rates. The rate charged for all water that passes through the service meter of a customer consists generally of two components. The first is a monthly service charge based on the number of ERCs determined by the City periodically for the premises or point of connection, which shall serve as the minimum bill. The second component is a gallonage charge for each unit of one thousand (1,000) gallons or portion thereof as metered at the premises or point of connection. Such charges are due and payable on a monthly basis. Rates vary depending on whether the customer is located within or outside the City's jurisdictional limits. Customers located within the city limits of the City are charged one rate while customers located outside the City limits of the City are charged a higher rate.

The following two tables show the water rates provided by the Rate Ordinance effective as of October 1, 2025, and each subsequent Fiscal Year through Fiscal Year 2030.

Each customer connected to the City's potable water system is required to pay a monthly service charge based on its number of ERCs and the effective rate per ERC being served at such connection as determined by the City for each potable water customer as set forth in the following table:

Monthly Service Charge

	Rate per ERC - All Customers	
Effective Date	**Inside the City**	**Outside the City**
October 1, 2025	$10.88	$11.97
October 1, 2026	12.02	13.22
October 1, 2027	13.28	14.61
October 1, 2028	14.67	16.14
October 1, 2029	16.21	17.83

A single-family, individually metered residence represents one ERC. The ERC classification for all other customers is calculated individually by the City based on various criteria set forth in the Rate Ordinance.

In addition to the above established service charges, each customer pays a monthly gallonage charge per unit for each one thousand (1,000) gallons or portion thereof, of water passed through the customer's service meter in accordance with the schedule set forth below:

Gallonage Charges

Effective Date	**Inside the City**	**Outside the City**
October 1, 2025	$6.22	$6.84
October 1, 2026	6.87	7.56
October 1, 2027	7.59	8.35
October 1, 2028	8.39	9.23
October 1, 2029	9.27	10.20

Sewer Rates. Each user of the sewer services and facilities pays a charge which is based upon the amount of water consumed by each user, as determined by the meter reading of the water supply system. As with potable water service, customers located within the City limits pay the inside city rate. Customers located outside the City limits pay the outside City rate.

Each sewer customer pays a monthly service charge based on the number of ERCs being served at such connection as determined by the City periodically for the premise, which shall serve as the minimum bill. In addition, a gallonage charge for each unit of one thousand (1,000) gallons or portion thereof based on the quantity of potable water metered at the premises is also charged to each customer. Such charges shall be due and payable on a monthly basis.

The following two tables show the sewer rates provided by the Rate Ordinance effective as of October 1, 2025, and each subsequent Fiscal Year through Fiscal Year 2030.

Monthly Service Charge

	Rates per ERC – All Customers	
Effective Date	**Inside the City**	**Outside the City**
October 1, 2025	$15.59	$19.49
October 1, 2026	16.68	20.85
October 1, 2027	17.85	22.31
October 1, 2028	19.10	23.88
October 1, 2029	20.44	25.55

The number of ERCs applicable to a customer is determined by the City in accordance with the Rate Ordinance.

Each customer connected to the City's sewer system to whom a monthly bill is rendered for water furnished by the water system of the City pays a charge per one thousand (1,000) gallons, or portion thereof, of water passed through the water meter for wastewater services in accordance with the schedule set forth below:

Gallonage Charges

	Rates per ERC – All Customers	
Effective Date	**Inside the City**	**Outside the City**
October 1, 2025	$9.02	$11.28
October 1, 2026	9.65	12.06
October 1, 2027	10.33	12.91
October 1, 2028	11.05	13.81
October 1, 2029	11.82	14.78

Reclaimed Water Rates. The City currently charges an effluent or reclaimed water rate for bulk or low-pressure service in order to promote water conservation, reduce ground water withdrawals, and reduce the use of potable water. During Fiscal Year 2025, the City delivered approximately 2.39 MGD of reclaimed water per day to a variety of residential, commercial, and large users. The City currently distributes approximately 33% of its wastewater effluent as reclaimed water.

All existing customers of reclaimed water who had active accounts on May 1, 2008 are charged a monthly service charge for operational and maintenance costs related to producing and distributing reclaimed water as follows:

Reclaimed Water Service Fees for Customers Active on May 1, 2008

Effective Date	Rate for first ½ acre	Rate per acre of pervious area (after first ½ acre)
October 1, 2024	15.30	61.20

The rate charged for all new customers of reclaimed water after May 1, 2008 consists of a monthly service charge and a monthly gallonage charge. The monthly service charge includes a gallonage allocation for each meter size as shown below:

Monthly Service Charge by Meter Size (inches)	Gallonage Allocation included with Monthly Service Charge	Rates Effective October 1, 2024
3/4	15,000	$9.60
1	37,500	24.00
1-1/2	75,000	48.00
2	120,000	76.80
3	225,000	144.00
4	375,000	240.00
6	750,000	480.00
8	1,200,000	768.00
10	1,725,000	1,104.00

In addition to the above established monthly service charge, each customer pays a monthly gallonage charge for each one thousand (1,000) gallons or portion thereof, of reclaimed water passed through the customer's service meter that is over and above the gallonage allocation as follows:

Gallonage Charges

Effective Date	Monthly Gallonage Charge
October 1, 2024	0.64

Impact Fees

General. [The City has engaged the Rate Consultant to conduct an impact fee study which is expected to be presented to the City Council prior to the end of the 2025 calendar year. Although it is not possible to predict what impact fee changes, if any, the City Council will adopt, it is currently anticipated that the City Council will adopt the fee recommendations of the Rate Consultant which are expected to include increases to all of the City's current impact fees.]

Water Impact Fees. Each customer requesting capacity from the City's water system is required to pay, prior to the installation of the connection to the water main, the following amounts to provide service to properties or customers and on all properties presently connected to the City's water system when additional development, structural changes, additions or changes in permitted use shall result in an additional impact to the City's water system. Water impact fees shall not be transferable from one property to another property.

(1) Single-family residence: All development which is considered an individual residential unit shall be considered one (1) ERC. The water impact fee per one (1) ERC shall be one thousand five hundred forty dollars ($1,540.00).

(2) Multiple-family, condominium, mobile home trailer and motor home parks, including all related facilities not having individual water meter connections, or other multiple living units or developments of mobile-type homes: The water impact fees for each living unit served by a master meter shall be determined in accordance with the following schedule. If the development served by the master meter includes individually metered non-residential use, then the water impact fee for such non-residential use will be determined in addition to the applicable water impact fees as shown below for this customer designation.

	ERC Factor per Living Unit	**Water Impact Fee**
Duplex (1 or 2 Bedrooms)	0.833	$1,283
Duplex (3 or more Bedrooms)	1.000	1,540
Multifamily (1 Bedroom)	0.583	898
Multifamily (efficiency less than 500 sq. ft.)	0.500	770
Multifamily (2 Bedrooms)	0.833	1,283
Multifamily (3 Bedrooms)	1.000	1,540
Mobile Home (1 or 2 Bedrooms)	0.667	1,027
Mobile Home (3 or more Bedrooms)	0.833	1,283

(3) Hotels and motels not having individual water connections: The water impact fees for each unit that is not individually metered shall be considered as 0.75 ERC's per unit. The water impact fee per each unit shall be one thousand one hundred fifty five dollars ($1,155) per unit.

(4) Housing for older persons not having individual water connections: The water impact fees for each unit of housing as defined by Section 760.29, Florida Statutes, as amended from time to time, that is not individually metered shall be considered as 0.75 ERC's per unit. The water impact fee per unit of housing shall be one thousand one hundred fifty five dollars ($1,155) per unit.

(5) Commercial customers connections: For all commercial and non-residential connections not specifically identified in one of the classifications listed above, the water impact fees shall be based on the average dependable daily capacity for the development of property identified by the applicant and as certified for the applicant by a registered State professional engineer using the City's potable water concurrency standards in the City's Land Development Code and as approved by the City expressed on a gallons per day basis multiplied by $6.417 per gallon of capacity. In no event will the water impact fee charged to a commercial customer property be less than one thousand five hundred forty ($1,540.00). For each commercial customer that is presently connected to the City's water system that constructs structural changes, additions, or changes in permitted use of such property that shall result in an additional capacity impact to the City's water system, the water impact fee shall be based on the net increase in the average dependable daily capacity for the structural changes, additions, or changes in permitted use as determined above expressed on a gallons per day basis multiplied by $6.417 per gallon of capacity.

To the extent that the average daily flow for a commercial connection during any consecutive twelve-month period is greater than the average dependable daily capacity for which water impact fees have been paid, an additional water impact fee shall be assessed for the excess flow calculated in accordance with this section. No refund or credit shall be afforded to the owner of the property in the event that diminution of use occurs.

In addition to the applicable impact fee, each customer requesting water service from the City shall, prior to the installation of a flow meter for each connection to the water main, pay the following amounts to defray the cost of the service provided:

Meter Size (Inches)	**Water Connection Charge**
3/4	$ 250
1	475
1-1/2	850
2	1,600
Over 2 inches	To be determined by the City on an individual basis.

The full amount of the connection charge provided above must be paid prior to connection of each unit to the City's water system. The City reserves the right to determine the meter size that will be required for the service requested.

Sewer Impact Fees. Each customer requesting capacity from the City's sewer system is required to pay, prior to connection to the system, the following amounts to provide service to properties and on all properties presently connected to the City's sewer system when structural changes, additions or changes in permitted use shall result in an additional impact to the City's sewer system. Sewer impact fees will not be transferable from one property to another property.

(1) Single-family residence: All development which is considered an individually metered residential unit shall be considered as one (1) ERC. The sewer impact fee per ERC shall be two thousand two hundred ten dollars ($2,210.00).

(2) Multiple-family, condominium, mobile home trailer and motor home parks, including all related facilities not having individual sewer connections, or other multiple living units or developments of mobile type homes: The sewer impact fees for each living unit serviced by a master meter shall be determined in accordance with the following schedule. If the development served by the master meter includes individually metered non-residential use, then the sewer impact fee for such non-residential use will be determined in addition to the applicable sewer impact fees as shown below for this customer designation.

	ERC Factor per Living Unit	**Sewer Impact Fee**
Duplex (1 or 2 Bedrooms)	0.833	$1,841
Duplex (3 or more Bedrooms)	1.000	2,210
Multifamily (1 Bedroom)	0.583	1,288
Multifamily (efficiency less than 500 sq. ft.)	0.500	1,105
Multifamily (2 Bedrooms)	0.833	1,841
Multifamily (3 or more Bedrooms)	1.000	2,210
Mobile Home (1 or 2 Bedrooms)	0.667	1,474
Mobile Home (3 or more Bedrooms)	0.833	1,841

(3) Hotels and motels not having individual sewer connections: The sewer impact fee for each unit that is not individually metered shall be considered as 0.75 ERC's per unit. The sewer impact fee per each unit shall be one thousand six hundred fifty eight dollars ($1,658.00) per unit.

(4) Housing for older persons not having individual sewer connections: The sewer impact fees for each unit of housing as defined by Section 760.29, Florida Statutes, as amended from time to time, that is not individually metered shall be considered as 0.75 ERC's per unit. The sewer impact fee per each unit of housing shall be one thousand six hundred fifty eight dollars ($1,658.00) per unit.

(5) Commercial connections: For all commercial and non-residential connections not specifically identified in one of the classifications listed above, the sewer impact fees shall be based on the average dependable daily capacity for the development or property identified by the applicant and as certified for the applicant by a registered State professional engineer using the city's potable water concurrency standards in the City's Land Development Code and as approved by the city expressed on a gallons per day basis multiplied by $9.208 per gallon of capacity. In no event will the sewer impact

fee charged to a commercial customer property be less than two thousand two hundred ten dollars ($2,210.00). For each commercial customer that is presently connected to the city's system that constructs structural changes, additions or changes in permitted use of such property that shall result in an additional capacity impact to the city's sewer system, the sewer impact fee shall be based on the net increase in the average dependable daily capacity for the structural changes, additions, or changes in permitted use as determined above expressed on a gallons per day basis multiplied by $9.208 per gallon of capacity.

To the extent that the average daily flow for a commercial connection during any consecutive twelve-month period is greater than the average dependable daily capacity for which sewer impact fees have been paid, an additional sewer impact fee shall be assessed for the excess flow calculated in accordance with this section. No refund or credit shall be afforded to the owner of the property in the event that a diminution of use occurs.

In addition to the applicable impact fee, each customer requesting sewer service from the City is required to pay to the City an amount equal to the actual cost as determined by the City as incurred for any modification or extension of the sewer system required to provide sewer service to the property requiring such service. The minimum charge to be billed by the City for the cost of a sewer connection is one hundred dollars ($100.00), regardless of meter size.

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WATER AND SEWER RATE COMPARISON

	Residential Service Assuming 4,000 Gallons of Utility Service[1]		
	Water	**Wastewater**	**Total**
City of Melbourne			
Existing System Rates - Fiscal Year 2026	$35.76	$51.66	$87.42
Florida Utilities – Located in Brevard County[4]:			
Brevard County	$31.07	$56.30	$87.37
City of Cocoa	34.09	53.37	87.46
City of Cocoa Beach	37.35	52.46	89.81
City of Palm Bay	33.18	54.64	87.82
City of Titusville	27.08	53.68	80.76
City of West Melbourne	46.71	34.45	81.16
Other Florida Utilities			
City of Daytona Beach	$34.07	$49.98	$84.05
City of Edgewater	41.23	65.05	106.28
Fort Pierce Utilities Authority	39.57	51.19	90.76
Indian River County	22.33	38.11	60.44
Village of Indiantown	31.30	46.96	78.26
Martin County	29.50	39.98	69.48
New Smyrna Beach Utilities Commission	23.63	39.61	63.24
City of Ormand Beach	26.00	33.33	59.33
City of Port St. Lucie	30.98	50.73	81.71
St. Lucie County	52.15	62.11	114.26
St. Lucie West Services District	35.17	41.69	76.86
City of Stuart	36.29	43.32	79.61
City of Vero Beach	21.83	60.12	81.95
All Other Florida Utilities Average	$33.34	$48.79	$82.14

(1) Comparison based on rates in effect for surveyed utilities as of May 2025.

Source: Fiscal Year 2025 Water and Wastewater Rate Study.

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Historical Revenues and Expenses and Debt Service Coverage

	Fiscal Year Ended September 30,				
	2020	**2021**	**2022**	**2023**	**2024**
Gross Revenues[1]					
Water Sales	$31,268,642	$31,882,976	$32,851,819	$34,530,342	$38,341,314
Sewer Charges	20,945,200	21,075,990	21,056,012	22,881,566	25,313,290
Other Revenues[2]	4,082,916	2,359,507	2,656,118	3,210,416	2,535,751
Interest Income[3]	2,088,464	1,252,144	515,968	$34,530,342	$38,341,314
Total Gross Revenues	**$58,385,222**	**$56,570,617**	**$57,079,917**	**$62,487,070**	**$72,822,885**
Cost of Operation and Maintenance[4]	34,276,474	29,416,389	33,803,615	38,625,447	42,577,376
Net Revenues	24,108,748	27,154,228	23,276,302	23,861,623	30,245,509
Available Pledged Impact Fees[5]	2,312,011	2,721,808	2,028,210	2,217,255	2,246,433
Total Available for Bond Service	**$26,420,759**	**$29,876,036**	**$25,304,512**	**$26,078,878**	**$32,491,942**
Annual Bond Service Requirement[6]	8,137,300	7,948,398	8,235,290	8,285,743	11,666,507
Bond Service Coverage – Test 1[7]					
Net Revenues	24,108,748	27,154,228	23,276,302	23,861,623	30,245,509
Coverage Ratio – Calculated	2.96	3.42	2.83	2.88	2.59
Coverage Ratio – Required	1.00	1.00	1.00	1.00	1.00
Bond Service Coverage – Test 2[7]					
Net Revenues and Available Pledged Impact Fees	26,420,759	29,876,036	25,304,512	26,078,878	32,491,942
Coverage Ratio – Calculated	3.25	3.76	3.07	3.15	2.79
Coverage Ratio - Required	1.15	1.15	1.15	1.15	1.15
Net Revenues Available for Other Legal Purposes	$15,971,448	$19,205,830	$15,041,012	$15,575,880	$18,579,002

(1) Total operating revenues from the Annual Comprehensive Financial Report were adjusted to include bad debt expense and exclude capital grants and contributions for the purposes of calculating Gross Revenues.
(2) Includes billing fees, late fees, reclaimed water sales and other miscellaneous revenues.
(3) Amounts shown reflect investment earnings from funds and accounts established by the City that are considered to be unrestricted (earnings not required to be retained in such funds and accounts and are available as a component of Gross Revenues) less any fair market value adjustments. Certain earnings are considered as being restricted to certain accounts and not reflected as a component of the Gross Revenues of the System for this financial presentation and are shown less any fair market value adjustments.
(4) Amounts shown do not include depreciation or amortization expenses which are not considered as a Cost of Operation and Maintenance of the System pursuant to the Ordinance. Amounts adjusted to include bad debt expense associated with rate revenues assumed to be uncollectible.
(5) The Available Pledged Impact Fees recognized during the historical period are shown inclusive of investment income. Fair market value adjustments were excluded from debt service coverage as calculated by the City.
(6) The annual debt service presented above is on a fiscal year ended September 30 basis. Pursuant to the Ordinance and for purposes of meeting the rate covenant, a debt service payment that is due on October 1 is treated as having been paid in the prior fiscal year, for purpose of calculating annual Bond Service Requirement, so the annual debt service calculation above is different than the annual Bond Service Requirement calculation contemplated in the Ordinance.
(7) Coverage Ratio Test is set forth in Section 9.03 of the Ordinance. See APPENDIX B attached hereto. See also "SECURITY FOR THE BONDS - Rate Covenant" herein.

Source: Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2024.

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Projected Revenues and Expenses and Debt Service Coverage

	Fiscal Year Ended September 30					
	2025	**2026**	**2027**	**2028**	**2029**	**2030**
Gross Revenues						
Water Sales[1]	$41,200,730	$45,659,179	$45,322,799	$48,279,963	$53,481,663	$ 59,241,808
Wastewater Charges[1]	27,391,890	29,397,104	31,540,953	33,831,921	36,270,284	38,883,524
Other Revenues[2]	2,629,131	2,678,192	2,514,346	2,476,047	2,500,367	2,525,280
Interest Income[3]	3,865,253	2,748,433	1,923,025	1,602,085	1,268,888	1,001,908
Total Gross Revenues	**$75,087,004**	**$80,482,908**	**$81,301,123**	**$86,190,016**	**$93,521,202**	**$101,652,520**
Cost of Operation and Maintenance[4]	49,276,613	51,180,023	49,585,213	51,173,897	53,401,318	55,512,672
Net Revenues	25,810,392	29,302,885	31,715,910	35,016,118	40,119,885	46,139,848
Available Pledged Impact Fees[5]	553,100	731,690	67,1760	617,320	533,750	528,460
Total Available for Bond Service	**$26,363,492**	**$30,034,575**	**$32,387,670**	**$35,633,438**	**$40,653,635**	**$46,668,308**
Annual Bond Service Requirement[6][7]	10,419,402	12,378,445	16,470,076	20,879,515	21,919,006	26,182,811
Senior Lien Coverage – Test 1[8]						
Net Revenues	25,810,392	29,302,885	31,715,910	35,016,118	40,119,885	46,139,848
Coverage Ratio – Calculated	2.48	2.37	1.93	1.68	1.83	1.76
Coverage Ratio – Required	1.00	1.00	1.00	1.00	1.00	1.00
Bond Service Coverage – Test 2[8]						
Net Revenues and Available Pledged Impact Fees	26,363,492	30,034,575	32,387,670	35,633,438	40,653,635	46,668,308
Coverage Ratio – Calculated	2.53	2.43	1.97	1.71	1.85	1.78
Coverage Ratio - Required	1.15	1.15	1.15	1.15	1.15	1.15
Net Revenues Available for Other Legal Purposes	$15,390,990	$16,924,440	$15,245,834	$14,136,603	$18,200,879	$19,957,037

(1) Amounts shown based on Fiscal Year 2025 rates, existing Fiscal Year 2026 rates and Fiscal Year 2027 through 2030 monthly user rate adjustments adopted by the City Council and anticipated to be in effect during such period.
(2) Amounts include billing fees, late fees, reclaimed water sales and other miscellaneous revenues.
(3) Amounts shown reflect investment earnings from funds and accounts established by the City that are considered by the Rate Consultant to be unrestricted (earnings not required to be retained in such funds and accounts and are available as a component of Gross Revenues). Certain earnings are considered as being restricted to certain accounts (e.g., Impact Fee accounts and Project Fund established from Additional Bonds proceeds) are not reflected as a component of the Gross Revenue of the System.
(4) Amounts shown derived from Table 7 of the Rate Study and do not include depreciation or amortization expenses which are not considered as a Cost of Operation and Maintenance of the System pursuant to the Ordinance. Amounts adjusted to include bad debt expense associated with rate revenues assumed to be uncollectible.
(5) The annual Impact Fees assumed to be realized by the System and considered as an Available Pledged Impact Fee recognized for the forecast period is summarized in Table 5 of the Rate Study.
(6) Estimated.
(7) The annual debt service presented above is on a fiscal year ended September 30 basis. Pursuant to the Ordinance and for purposes of meeting the rate covenant, a debt service payment that is due on October 1 is treated as having been paid in the prior fiscal year, for purpose of calculating annual Bond Service Requirement, so the annual debt service calculation above is different than the annual Bond Service Requirement calculation contemplated in the Ordinance.
(8) Coverage Ratio Test is set forth in Section 9.03 of the Ordinance. See APPENDIX B attached hereto. See also "SECURITY FOR THE BONDS - Rate Covenant" herein.

Source: Fiscal Year 2025 Water and Wastewater Rate Study.

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RISK FACTORS

The purchase of the Series 2026A Bonds involves a degree of risk, as is the case with all investments. Factors that could affect the market price of the Series 2026A Bonds and/or the City's ability to perform its obligations under the Ordinance, including the timely payment of principal of and interest on the Series 2026A Bonds, include, but are not limited to, the following:

1. The System may need additional repairs and improvements beyond those currently projected by the City. The cost of additional repairs and/or improvements would have to be financed through either additional payments from System revenues and funds or the issuance of Additional Bonds or subordinated indebtedness. Any of these alternatives could potentially require an increase in the rates, fees and charges of the System.

2. There is no assurance that permits for operation of major components of the System will be renewed or can be renewed without the expenditure of System funds or the issuance of Additional Bonds or subordinated indebtedness. Further, there is no assurance that the requirements for renewal of the permits will remain the same prior to the time that renewal is mandatory; a change in requirements could require additional expenditures for improvements.

3. There is no assurance that any rating assigned to the Series 2026A Bonds by the rating agencies will continue for any given period of time or that any rating will not be lowered or withdrawn entirely by such rating agency, if in its judgment, circumstances warrant. A downgrade change in or withdrawal of any rating may have an adverse effect on the market price of the Series 2026A Bonds.

4. In the event of a default in the payment of principal of or interest on the Series 2026A Bonds, the remedies of the owners of the Series 2026A Bonds are limited under the Ordinance.

5. The future financial condition of the System could be affected adversely by, among other things, legislation, environmental and other regulatory actions, changes in demand for services, demographic changes, natural disasters and weather events, and litigation. The following are some, but not all, factors that could adversely affect the System and its financial condition:

   (a) The System's sewer treatment and potable water production facilities are subject to regulation and control by numerous federal, state and local governmental agencies. The City cannot predict future policies such agencies may adopt. Future changes could result in the City having to discontinue or change operations at certain facilities or to make significant capital expenditures;

(b) The City's capital improvement construction costs projections for the System are based in part on preliminary design estimates for work for which construction bids have not yet been received. Unforeseen events could result in increases in construction costs and delays in completion of construction. Increased costs could have an adverse effect on the City's ability to complete construction within the projected costs, and delays in completion could adversely affect the City's ability to generate sufficient Gross Revenues to meet its obligations under the Ordinance;

(c) The possible investment earnings and accumulation of certain fund balances that have been estimated are based on assumed earnings rates. While these assumptions are believed to be reasonable, there is no assurance that such rates will be available in the future nor is there any assurance that the potential accumulations shown will actually be realized;

(d) The State of Florida is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes, which could result in negative economic impacts on communities including the City. Such effects can be exacerbated by a longer-term shift in the climate over several decades (commonly referred to as climate change, generally discussed in (e) below), including increasing global temperatures and rising sea levels. The occurrence of such extreme weather events could damage local infrastructure that provides essential services to the City, including the System. The economic impacts resulting from such extreme weather events could include a loss of revenue, interruption of service, and escalated recovery costs;

(e) Numerous scientific studies on climate change show that, among other effects on the global ecosystem, sea levels may rise, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. Sea levels may continue to rise in the future due to the increasing temperature of the oceans causing thermal expansion and growing ocean volume from glaciers and ice caps melting into the ocean. Coastal areas like the City are at risk of substantial flood damage over time, affecting private development and public infrastructure, including the System, roads, other utilities, emergency services, schools, and parks. As a result, the City could lose considerable tax revenues and the System could lose Gross Revenues, and many residents, businesses, and governmental operations along the waterfront could be displaced, and the City could be required to mitigate these effects at a potentially material cost. The City is unable to predict whether sea level rise or other impacts of climate change will occur, when they may occur, and if any such events occur, whether they will have a material adverse effect on the business operations or financial condition of the City or the System. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the City or the System. The City completed a study regarding climate change impacts and will be initiating a new one in the future; and

(f) Computer networks and systems used for data transmission and collection are vital to the efficient operations of the City and the System. City systems provide support to departmental operations and constituent services by collecting and storing sensitive data, including intellectual property, security information, proprietary business process information, information applying to suppliers and business partners, and personally identifiable information of customers, constituents and employees. The secure processing, maintenance and transmission of this information is critical to department operations and the provision of citizen services. Increasingly, governmental entities are being targeted by cyberattacks (including, but not limited to, hacking, viruses, malware and other attacks on computers and other sensitive digital networks and systems) seeking to obtain confidential data or disrupt critical services. A rapidly changing cyber risk landscape may introduce new vulnerabilities and avenues that attackers/hackers can exploit in attempts to cause breaches or service disruptions. Employee error and/or malfeasance may also contribute to data loss or other system disruptions. Additionally, the City's computer networks and systems routinely interface and rely on third party systems that are also subject to the risks previously described. Any such breach could compromise networks and the confidentiality, integrity and availability of systems and the information stored there. The potential disruptions, access, modification, disclosure or destruction of data could result in interruption of the efficiency of City commerce, initiation of legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, disruptions in operations and the services provided, and the loss of confidence in City operations, ultimately adversely affecting City revenues. The City has established various procedures and systems to mitigate the risk and vulnerability of cyberattacks and threats. However, no assurances can be given that any cyberattacks, if successful, will not have a material adverse effect on the operations or financial condition of the City or the System; and

(g) The outbreak of the highly contagious COVID-19 pandemic in the United States in March 2020 generally had a disruptive financial impact on local, state and national economies around the country, including without limitation fueling inflation and creating supply chain issues. There can be no guarantee that State and/or local shut downs or closures similar to those implemented in 2020 will not happen in the future. It is possible the United States, including the State and the City, may experience increased COVID-19 cases, hospitalizations, and deaths as a result of current or future variants, or may experience a new viral pandemic, which could, in turn, impact State and local government finances.

Prospective purchasers of the Series 2026A Bonds should review carefully the provisions of the Ordinance, a summary of which is included in APPENDIX B attached hereto to this Official Statement.

PENSIONS AND OTHER POST-EMPLOYMENT BENEFITS

Pensions. The City maintains three separate single-employer plans: one for the police officers, one for the firefighters and one for the general employees that covers substantially all other full-time City employees. These plans are defined benefit plans and are maintained as pension trust funds and included as part of the City's reporting entity. City ordinance and state law require contributions be determined by actuarial studies at least every three years. Stand-alone financial reports are not issued.

ALL POTENTIAL PURCHASERS OF THE SERIES 2026A BONDS SHOULD REVIEW NOTE 6B (BEGINNING ON PAGE 79 OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT) OF THE NOTES TO THE FINANCIAL STATEMENTS SET FORTH IN "APPENDIX C -- ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024" ATTACHED HERETO AND THE REQUIRED SUPPLEMENTARY INFORMATION SET FORTH THEREIN. SUCH NOTE 6B (BEGINNING ON PAGE 75 OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT) AND REQUIRED SUPPLEMENTARY INFORMATION CONTAIN DESCRIPTIONS OF THE PENSION PLANS AND MATERIAL FINANCIAL INFORMATION CONCERNING THE PLANS, INCLUDING BUT NOT LIMITED TO, INFORMATION REGARDING CONTRIBUTIONS, COSTS, FUNDED STATUS AND FUNDING PROGRESS.

Other Post-Employment Benefits. In addition to providing pension benefits, the City has a single-employer defined benefit healthcare plan for which Florida law requires the City to allow retirees to purchase health, life, vision and dental benefits at the same rates as active employees. To be eligible for this benefit, the employee must retire from the City, have no break between his/her active employment and retirement, and be collecting pension benefits from one of the City's three pension plans. The retirees pay all premiums for the coverage elected.

ALL POTENTIAL PURCHASERS OF THE SERIES 2026A BONDS SHOULD REVIEW NOTE 6C (BEGINNING ON PAGE 100 OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT) OF THE NOTES TO THE FINANCIAL STATEMENTS SET FORTH IN "APPENDIX C -- ANNUAL

COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024" ATTACHED HERETO AND THE REQUIRED SUPPLEMENTARY INFORMATION SET FORTH THEREIN. SUCH NOTE 6C (BEGINNING ON PAGE 95 OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT) AND THE REQUIRED SUPPLEMENTARY INFORMATION SET FORTH THEREIN CONTAINS MATERIAL FINANCIAL INFORMATION CONCERNING THE OTHER POST-EMPLOYMENT BENEFITS, INCLUDING BUT NOT LIMITED TO, INFORMATION REGARDING CONTRIBUTIONS, ACTUARIAL VALUATIONS AND ASSUMPTIONS, LIABILITIES AND COSTS.

LITIGATION

There is no pending or, to the knowledge of the City, any threatened litigation against the City of any nature whatsoever which in any way questions or affects the System, the validity of the Series 2026A Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or questioning the validity of the pledge of the Pledged Revenues or the enactment of the Ordinance or the enactment or adoption of the ordinances and resolutions establishing the rates and fees for the System's services. Neither the creation, organization or existence, nor the title of the present members of the City Council or other officers thereof is being contested.

The City experiences routine litigation and claims incidental to the conduct of its affairs. In the opinion of the City Attorney, there are no actions presently pending or threatened, the adverse outcome of which would have a material adverse effect on the availability of the Pledged Revenues or the ability of the City to pay the Bonds from the Pledged Revenues. From time to time, the City is party to other various legal proceedings which individually are not expected to have a material adverse effect on the operations or financial condition of the City or the System, but may, in the aggregate, have a material impact thereon. However, in the opinion of the City Attorney, the City will either successfully defend such actions or otherwise resolve such matters without any material adverse consequences.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the Series 2026A Bondholders to provide certain financial information and operating data relating to the City and the Series 2026A Bonds in each year, and to provide notices of the occurrence of certain enumerated material events. Such covenant shall only apply so long as the Series 2026A Bonds remain outstanding under the Ordinance. The covenant shall also cease upon the termination of the continuing disclosure requirements of S.E.C. Rule 15c2-12(b)(5) (the "Rule") by legislative, judicial or administrative action. The City has agreed to file annual financial information and operating data and its audited financial statements (collectively, the "Annual Report") with the Municipal Services Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access system ("EMMA"), as described in "APPENDIX E - Form of Disclosure Dissemination Agent Agreement" attached hereto. The City has agreed to file notices of certain enumerated material events, when and if they occur, with the MSRB through EMMA.

The specific nature of the information to be contained in the Annual Report and the notices of material events are described in "APPENDIX E - Form of Disclosure Dissemination Agent Agreement" attached hereto. The Disclosure Dissemination Agent Agreement shall be executed by the City and Digital Assurance Certification, LLC, as Dissemination Agent thereunder, on or prior to the issuance of the Series 2026A Bonds. Failure of the City to comply with the provisions of the Disclosure Dissemination Agent Agreement shall not constitute an event of default under the Ordinance. It is the position of the City that the sole and exclusive remedy of any Series 2026A Bondholder for enforcement of the provisions of the Disclosure Dissemination Agent Agreement shall be an action of mandamus or specific performance to cause the City to comply with its obligations thereunder.

With respect to the Series 2026A Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the aforementioned Rule. [In the past five years, the City has not failed to comply in all material respects with the Rule.]

LEGAL MATTERS

Certain legal matters in connection with the authorization, issuance and sale of the Series 2026A Bonds are subject to the approval of Bryant Miller Olive P.A., Tallahassee, Florida, Bond Counsel, whose approving opinion will be printed on the Series 2026A Bonds and the form of which is attached hereto as APPENDIX D. Certain legal matters will be passed upon for the City by Adam M. Conley, Esq., City Attorney and Nabors, Giblin & Nickerson, P.A., Tampa, Florida, acting as Disclosure Counsel for the City.

Bond Counsel will deliver a supplemental opinion on the date of issuance of the Series 2026A Bonds to the effect that certain of the statements contained herein constitute fair and accurate summaries of the provisions of the Ordinance and the Series 2026A Bonds purported to be summarized. In addition, Bond Counsel will opine that the statements under the heading "TAX MATTERS" are correct. Except to the extent described in the preceding sentence and as specifically provided in such supplemental opinion, Bond Counsel has not undertaken independently to verify and therefore expresses no opinion as to the information or statements contained in this Official Statement or any financial or statistical information, exhibits, schedules, or attachments hereto.

INVESTMENT POLICY

Pursuant to the requirements of Section 218.415, Florida Statutes, the City adopted Resolution No. 4088 on April 12, 2022, establishing the City's investment policy. The policy was revised in 2023 pursuant to Ordinance No. 2023-323. Such investment policy applies to the investment of surplus funds which include cash and investment balances of the following funds of the City: general fund, special revenue funds, capital projects funds, enterprise funds, internal service funds, and trust and agency funds. The City also invests funds for the Melbourne Airport Authority. The investment policy does not apply to the investment of principal, interest, reserve, construction, capitalized interest, redemption or escrow accounts created by ordinance or resolution pursuant to the issuance of bonds where the investments are held by an authorized depository.

The policy also does not apply to funds not under investment control of the City; such as the Police Officers' Retirement System, the Firefighters' Retirement System, the General Employees and Special Risk Class Employees' Pension Plan.

The objectives of the City's investment policy, listed in order of importance, are:

1. Safety of principal;
2. Maintenance of liquidity; and
3. Return on investment.

The investment policy limits the types of investments eligible for inclusion in the City's investment portfolio. The investment policy establishes an Investment Committee consisting of the City Manager, the Deputy City Manager and the Director of Finance. With respect to investments for the Melbourne Airport Authority, the Executive Director and Senior Director of Finance and Administration is included. Such Committee is required to meet periodically to review the City's investment strategy and is required to review the policy at least annually to make recommended changes to the City Council.

The management responsibility for all City funds in the investment program and all investment transactions is delegated to the Director of Finance. The Director of Finance is required to establish written procedures for the operation of the investment portfolio and a system of internal accounting and administrative controls to regulate the activities of employees.

The investment policy provides maturity and liquidity requirements for investments. Investment maturities are not to exceed five years. All investments are required to be purchased pursuant to a competitive process outlined in the policy. The policy also requires diversification of the investment portfolio to control the risk of loss from overconcentration of assets in a specific maturity, issuer, instrument, dealer, savings and loan, or bank through which investments are purchased. Investments in derivative products or the use of reverse repurchase agreements are prohibited. Internal controls are required to be maintained and investment reports are required to be prepared. Currently, the investment of a significant portion of the City's portfolio is being managed by an outside investment advisory firm.

The investment policy may be modified by the City Council from time to time. A copy of the investment policy of the City can be obtained directly from the City. See the second to final paragraph under "INTRODUCTION" herein.

TAX MATTERS

General

The Code establishes certain requirements which must be met subsequent to the issuance of the Series 2026A Bonds in order that interest on the Series 2026A Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2026A Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2026A Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2026A Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The City has covenanted in the Ordinance with respect to the Series 2026A Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2026A Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2026A Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Code and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Series 2026A Bonds may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2026A Bonds. Prospective purchasers of Series 2026A Bonds should be aware that the ownership of Series 2026A Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2026A Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Series 2026A Bonds; (iii) the inclusion of interest on Series 2026A Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on Series 2026A Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Series 2026A Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the City, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2026A Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2026A BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2026A Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2026A Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2026A Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2026A Bonds and proceeds from the sale of Series 2026A Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2026A Bonds. This withholding generally applies if the owner of Series 2026A Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2026A Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2026A Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2026A Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2026A Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2026A Bonds.

Prospective purchasers of the Series 2026A Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2026A Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the Series 2026A Bonds maturing on November 15, _____ through and including November 15, ______ (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the Series 2026A Bonds maturing on November 15, _____ through and including November 15, _____ (collectively, the "Premium Bonds"), and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The arithmetical accuracy of the mathematical computations supporting (i) the adequacy of the amounts deposited in the Escrow Account with the Escrow Agent, to pay when due, the principal of, applicable premium, and interest on the Refunded Bonds to be defeased as described herein, and (ii) computation of "yield" on the 2026A Bonds and the Escrow Securities on deposit in the Escrow Account, used by Bond Counsel to support the opinion that interest on the 2026A Bonds is excluded from gross income for federal income tax purposes, will be verified by Robert Thomas CPA, LLC, independent certified public accountants, as a condition of the delivery of the 2026A Bonds.

RATINGS

Moody's Investors Service, Inc. ("Moody's") and Fitch Ratings, Inc. ("Fitch") each have assigned their municipal bond ratings of "[_________]" (_____ outlook) and "[_______]" (_______ outlook), respectively, with respect to the Series 2026A Bonds. The ratings reflect only the views of said rating agencies and an explanation of the significance of the ratings may be obtained only from said rating agencies at the following addresses: Moody's Investors Service, Inc., 7 World Trade Center, 250

Greenwich Street, 23rd Floor, New York, New York, 1007, and Fitch Ratings, Inc. One State Street Plaza, New York, New York 10004. There is no assurance that the ratings will be retained for any given period of time or that the same will not be revised downward or withdrawn entirely by said rating agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of the ratings may have an adverse effect on the market price of the Bonds. Neither the City nor the Underwriter has any obligation or duty to oppose any proposed downward revision or withdrawal of such ratings.

UNDERWRITING

The Series 2026A Bonds are being purchased by ______________________ (the "Underwriter"). The Underwriter has agreed to purchase the Series 2026A Bonds at an aggregate purchase price of $[TOTAL PAR AMOUNT] (equal to the aggregate principal amount of the Series 2026A Bonds of $[PAR AMOUNT].__, [Plus/Less] [Net] Original Issue [Premium/Discount] of $[OIPD].__, and less an Underwriter's discount of $[UWD]). The initial public offering prices and yields set forth on the inside cover page hereof may be changed by the Underwriter. The Series 2026A Bonds may be offered and sold to certain dealers at prices lower than and yields higher than such offering prices and yields such public offering prices and yields may be changed from time to time by the Underwriter.

FINANCIAL STATEMENTS

The Annual Comprehensive Financial Report of the City, at and for the Fiscal Year Ended September 30, 2024, including the City's financial statements for such Fiscal Year and report thereon of the City's independent certified public accountants, Carr, Riggs & Ingram, LLC (the "Auditor"), has been included as APPENDIX C attached to this Official Statement as a matter of public record and the consent of the Auditor to include such document was not requested. The Auditor was not requested to perform and has not performed any services in connection with the preparation of this Official Statement or the issuance of the Series 2026A Bonds.

The Series 2026A Bonds are payable solely from the Pledged Revenues in the manner and to the extent provided in the Ordinance. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026A BONDS" herein. The Annual Comprehensive Financial Report is presented for general information purposes only.

MUNICIPAL ADVISOR

PFM Financial Advisors LLC, Orlando, Florida, is serving as municipal advisor to the Issuer (the "Municipal Advisor") and has acted in such capacity with respect to the sale and issuance of the Series 2026A Bonds. The Municipal Advisor assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2026A Bonds. The Municipal Advisor did not engage in any underwriting activities with regard to the issuance and sale of the Series 2026A Bonds. The Municipal Advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement and is not obligated to review or ensure compliance with the undertaking by the Issuer to provide continuing secondary market disclosure.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities of the City except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Office of Financial Regulation within the Florida Financial Services Commission (the "FFSC"). Pursuant to administrative rulemaking, the FFSC has required the disclosure of the amounts and types of defaults, any legal proceedings resulting from such defaults, whether a trustee or receiver has been appointed over the assets of the City, and certain additional financial information, unless the City believes in good faith that such information would not be considered material by a reasonable investor. The City is not and has not been in default on any bond issued since December 31, 1975, that would be considered material by a reasonable investor.

The City has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The City does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2026A Bonds because the City would not have been obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the City would have been pledged or used to pay such securities or the interest thereon.

CONTINGENT FEES

The City has retained Bond Counsel, the Municipal Advisor and Disclosure Counsel with respect to the authorization, sale, execution and delivery of the Series 2026A Bonds. Payment of the fees of such professionals and an underwriting discount to the Underwriters are each contingent upon the issuance of the Series 2026A Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Series 2026A Bonds upon an event of default under the Ordinance, are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the federal bankruptcy code, the remedies specified by the Ordinance and the Series 2026A Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2026A Bonds, including Bond Counsel's approving opinion, will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. See "APPENDIX C - Composite of the Ordinance" attached hereto for a description of events of default and remedies.

AUTHORIZATION OF OFFICIAL STATEMENT

The execution and delivery of this Official Statement has been duly authorized by the City Council. At the time of delivery of the Series 2026A Bonds, officials of the City will furnish a certificate to the effect that they have no knowledge or reason to believe that the information in this Official Statement (other than information provided by or relating to DTC), as of its date and as of the date of delivery of the Series 2026A Bonds, makes any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

[Remainder of page intentionally left blank]

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2026A Bonds, the security therefor, and the source for repayment for the Series 2026A Bonds, and the rights and obligations of the holders thereof.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the holders of the Series 2026A Bonds. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the System since the date hereof.

CITY OF MELBOURNE, FLORIDA

____
Mayor

____
City Manager

____
Director of Finance

APPENDIX A

GENERAL INFORMATION CONCERNING THE CITY

APPENDIX B

COMPOSITE OF THE ORDINANCE

APPENDIX C

ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

APPENDIX D

FORM OF BOND COUNSEL OPINION

APPENDIX E

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

Exhibit D

Form of Disclosure Dissemination Agent Agreement

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of [January __, 2025], is executed and delivered by the City of Melbourne, Florida (the "Issuer") and Digital Assurance Certification LLC, as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to assist the Issuer in processing certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. **Definitions**. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the annual financial statements of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached EXHIBIT A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification LLC, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Disclosure Representative" means the Issuer's City Manager, the Finance Director of the Issuer, or any of their designees, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on EXHIBIT A hereto.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on EXHIBIT A hereto.

"Operating Data" means the operating data to be provided by the Issuer described in and consistent with Section 3(a) of this Disclosure Agreement.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. **Provision of Annual Reports**.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the

Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the 30th day of April following the end of each fiscal year of the Issuer, commencing with the fiscal year ending September 30, 2026. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as EXHIBIT B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in EXHIBIT C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 10:00 a.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as EXHIBIT B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in EXHIBIT C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, if any, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement or any Operating Data received under Section 2(d) with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"

2. "Non-Payment related defaults, if material;"

3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"

4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"

5. "Substitution of credit or liquidity providers, or their failure to perform;"

6. "Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;"

7. "Modifications to rights of securities holders, if material;"

8. "Bond calls, if material, and tender offers;"

9. "Defeasances;"

10. "Release, substitution, or sale of property securing repayment of the Bonds, if material;"

11. "Rating changes;"

12. "Bankruptcy, insolvency, receivership or similar event of the obligated person;"

13. "The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;"

14. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"

15. "Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and

16. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer, any of which reflect financial difficulties."

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of EXHIBIT B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) hereof with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in obligated person;"

3. "notice to investors pursuant to bond documents;"

4. " certain communications from the Internal Revenue Service, other than those communications included in the Rule;"

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;" and

10. "other event-based disclosures."

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"

2. "change in fiscal year/timing of annual disclosure;"

3. "change in accounting standard;"

4. "interim/additional financial information/operating data;"

5. "budget;"

6. "investment/debt/financial policy;"

7. "information provided to rating agency, credit/liquidity provider or other third party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 10:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the

Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. <u>Content of Annual Reports</u>.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the financial and statistical information provided in the following tables in the Official Statement:

(i) Top Ten Water Customers;
(ii) Historic Water Flows;
(iii) Top Ten Sewer Customers;
(iv) Historic Wastewater Flows;
(v) Historic Reclaimed Water Flows;
(vi) Tables under the subheading *"Water Rates"*;
(vii) Tables under the subheading *"Sewer Rates"*;
(viii) Tables under the subheading *"Reclaimed Water Rates"*;
(ix) Tables under the subheading, *"Water Impact Fees"*;
(x) Tables under the subheading *"Sewer Impact Fees"*;
(xi) Water and Sewer Rate Comparison; and
(xii) Historical Revenues and Expenses and Debt Service Coverage.

(b) Audited Financial Statements as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then unaudited financial statements, prepared in accordance with Generally Accepted Accounting Principles as described in the Official Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

The Issuer will reserve the right to modify from time to time the specific type of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer will agree that any such modification will be done in a manner consistent with the Rule.

SECTION 4. **<u>Reporting of Notice Events</u>**.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, notices of proposed issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

(vii) modifications to rights of Bondholders, if material;

(viii) bond calls, if material and tender offers;

(ix) defeasance in whole or in part of the Bonds;

(x) release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) any changes in the ratings assigned to the Bonds;

(xii) 12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

(xiii) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in EXHIBIT C-1.

SECTION 5. **CUSIP Numbers**. The Issuer will provide the Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. **Additional Disclosure Obligations**. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. **Voluntary Filing**.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in EXHIBIT C-2 hereto.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in EXHIBIT C-3 hereto.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. **Termination of Reporting Obligation**. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an Obligated Person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. **Disclosure Dissemination Agent**. The Issuer has appointed Digital Assurance Certification LLC as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure

Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. **Remedies in Event of Default**. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. **Duties, Immunities and Liabilities of Disclosure Dissemination Agent**.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. **Public Entity Crimes**. Pursuant to Section 287.133, 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, 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 public building or public work; 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 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 36 months following the date of being placed on the convicted vendor list. By execution of this Disclosure Agreement, the Disclosure Dissemination Agent certifies that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

SECTION 13. **Scrutinized Company**. Pursuant to Section 287.135, Florida Statutes, the Disclosure Dissemination Agent certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Disclosure Agreement is for one million dollars or more, the Disclosure Dissemination Agent certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and the Disclosure Dissemination Agent further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, Issuer may terminate this Disclosure Agreement if the Disclosure Dissemination Agent is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

SECTION 14. **Amendment; Waiver**. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer nor the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment. Notices to the City may be sent to: 900 E. Strawbridge Avenue, Melbourne, Florida 32901.

SECTION 15. **Beneficiaries**. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 16. **Governing Law**. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 17. **Counterparts**. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Dissemination Agent Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION LLC, as Disclosure Dissemination Agent

By: ______________________________

Name: Diana O'Brien

Title: Senior Vice President

CITY OF MELBOURNE, FLORIDA,

______________________________ By: ______________________________

Attest: City Clerk

Name: Jenni Lamb

Title: City Manager

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer:	City of Melbourne, Florida
Name of Bond Issue:	City of Melbourne, Florida Water and Sewer Refunding Revenue Bonds, Series 2026A
Date of Issuance:	[CLOSING DATE]
Date of Official Statement:	[SALE DATE]

CUSIP Numbers:

EXHIBIT B
NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	City of Melbourne, Florida
Name of Bond Issue:	City of Melbourne, Florida Water and Sewer Refunding Revenue Bonds, Series 2026A
Date of Issuance:	[CLOSING DATE]
Date of Official Statement:	[SALE DATE]
CUSIP Numbers:	

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification LLC, as Disclosure Dissemination Agent.

[The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by ______________].

Dated: _______________

Digital Assurance Certification LLC, as Disclosure Dissemination Agent, on behalf of the Issuer

____

cc:

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

City of Melbourne, Florida ____

Issuer's Six-Digit CUSIP Number:

____

____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1.______"Principal and interest payment delinquencies;"
2.______"Non-Payment related defaults, if material;"
3.______"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4.______"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5.______"Substitution of credit or liquidity providers, or their failure to perform;"
6.______"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7.______"Modifications to rights of securities holders, if material;"
8.______"Bond calls, if material;" Tender offers;
9.______"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the securities, if material;"
11._____"Rating changes;"
12._____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
13._____"Merger, consolidation, or acquisition of the obligated person, if material;"
14._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
15._____"Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and
16._____"Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

____

Name:___________________________________ Title: ______________________________

Digital Assurance Certification LLC
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of December 7,2023, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

City of Melbourne, Florida ____

Issuer's Six-Digit CUSIP Number:

____

____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

____

Number of pages attached: _____

____ Description of Voluntary Event Disclosure (Check One):

1. ____"amendment to continuing disclosure undertaking;"
2. ____"change in obligated person;"
3. ____"notice to investors pursuant to bond documents;"
4. ____"certain communications from the Internal Revenue Service;"
5. _____"secondary market purchases;"
6. ____"bid for auction rate or other securities;"
7. ____"capital or other financing plan;"
8. ____"litigation/enforcement action;"
9. ____"change of tender agent, remarketing agent, or other on-going party;" and
10. ___"other event-based disclosures."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

____

Name: ____________________________ Title:_________________________________

Digital Assurance Certification LLC
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of [CLOSING DATE], between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

City of Melbourne, Florida ____

Issuer's Six-Digit CUSIP Number:

____

____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

____

Number of pages attached: _____

____ Description of Voluntary Financial Disclosure (Check One):

1.____"quarterly/monthly financial information;"
2.____"change in fiscal year/timing of annual disclosure;"
3.____"change in accounting standard;"
4.____"interim/additional financial information/operating data;"
5.____"budget;"
6.____"investment/debt/financial policy;"
7.____"information provided to rating agency, credit/liquidity provider or other third party;"
8.____"consultant reports;" and
9.____"other financial/operating data."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

____

Name: ____________________________ Title:____________________________________

Digital Assurance Certification LLC
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

<u>Exhibit E</u>

Form of Escrow Deposit Agreement

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of January __, 2026, by and between the CITY OF MELBOURNE, FLORIDA (the "Issuer"), a municipal corporation validly organized and existing under and by virtue of the laws of the State of Florida, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Jacksonville, Florida, a national banking association organized under the laws of the United States, as Escrow Agent, and its successors and assigns (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the Issuer has previously authorized and issued its Refunded Bonds as hereinafter described, and has determined to refund the Refunded Bonds as to which the Total Debt Service for the Refunded Bonds is set forth on Schedule A; and

WHEREAS, the Issuer has determined to provide for payment of the Total Debt Service for the Refunded Bonds by depositing with the Escrow Agent an amount which, together with investment earnings thereon, is at least equal to such Total Debt Service for the Refunded Bonds; and

WHEREAS, in order to obtain certain of the funds needed for such purpose, the Issuer has authorized and is, concurrently with the delivery of this Agreement, issuing its Water and Sewer Refunding Revenue Bonds, Series 2026A; and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the provisions hereof shall defease and discharge the Issuer's obligations relating to the Refunded Bonds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer and the Escrow Agent agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

"Agreement" means this Escrow Deposit Agreement.

"Annual Debt Service" means the principal, interest and redemption premium, if applicable, on the Refunded Bonds coming due in a particular year as shown on Schedule A attached hereto and made a part hereof.

"Bonds" means the $_________ City of Melbourne, Florida, Water and Sewer Refunding Revenue Bonds, Series 2026A, issued under the Ordinance.

"Escrow Account" means the account hereby created and entitled Escrow Account established and held by the Escrow Agent pursuant to this Agreement in which cash and investments will be held for payment of the principal, interest and redemption premium, if applicable, on the Refunded Bonds as they come due.

"Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., having its designated corporate trust office in Dallas, Texas, organized and existing under the laws of the United States of America, and its successors and assigns.

"Federal Securities" shall have the meaning ascribed thereto in the Ordinance.

"Issuer" means the City of Melbourne, Florida.

"Ordinance" means Restated Water and Sewer Bond Ordinance No. 2007-12 duly enacted by the City Council of the Issuer (the "City Council") on March 13, 2007, as amended and supplemented from time to time, and as particularly supplemented by Resolution No. ____ duly adopted by the City Council on __________, 2025.

"Refunded Bonds" means the Issuer's Water and Sewer Refunding Revenue Bonds, Series 2016A and Water and Sewer Refunding Revenue Bonds, Series 2016B that mature on and after April 1, 2026.

"Total Debt Service for the Refunded Bonds" means, as of any date, the sum of the Annual Debt Service remaining unpaid with respect to the Refunded Bonds in accordance with Schedule A attached hereto taking into account that the Refunded Bonds shall have been called for early redemption on April 1, 2026.

SECTION 2. Deposit of Funds. The Issuer hereby deposits $___________ with the Escrow Agent for deposit into the Escrow Account, in immediately available funds, which funds the Escrow Agent acknowledges receipt of, to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement. $___________ of such funds are being derived from proceeds of the Bonds. $___________ of such funds are being derived from funds and accounts held for the benefit of the holders of the Refunded Bonds. The Issuer represents and warrants that the Federal Securities, the interest thereon, and the cash therein, taking into account all of the reinvestment instructions herein, (i) are at least equal to the Total Debt Service for the Refunded Bonds as of the date of such deposit, and (ii) are sufficient to pay principal, interest and redemption premium, if applicable, on the Refunded Bonds as they become due and payable in accordance with Schedule A attached hereto.

SECTION 3. Use and Investment of Funds. The Escrow Agent acknowledges receipt of the sums described in Section 2 and agrees:

(a) to hold such funds and investments purchased with such funds pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds; and

(b) to immediately invest $___________ in the Federal Securities set forth on Schedule B attached hereto and to hold such Federal Securities and $___________ in cash in accordance with the terms of this Agreement; and

(c) in the event the securities described on Schedule B cannot be purchased, substitute securities may be purchased with the consent of the Issuer but only upon receipt of verification from an independent certified public accountant that the Federal Securities, the interest thereon, and the cash deposited in the Escrow Account will not be less than the Total Debt Service for the Refunded Bonds, and only upon receipt of an opinion of Bryant Miller Olive P.A. or any other nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer ("Bond Counsel") that (i) such securities constitute Federal Securities for purposes of this Agreement, and (ii) such substitution shall not affect the tax-exempt status of interest on the Bonds or the Refunded Bonds; and

(d) there will be no investment of funds except as set forth in this Section 3 and/or Section 5.

SECTION 4. Payment of Bonds and Expenses.

(a) Refunded Bonds. On the dates and in the amounts set forth on Schedule A, the Escrow Agent shall transfer to The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or its successors or assigns, the successor paying agent for the Refunded Bonds (the "Paying Agent"), in immediately available funds solely from amounts available in the Escrow Account, a sum sufficient to pay that portion of the Annual Debt Service for the Refunded Bonds coming due on such dates, as shown on Schedule A.

(b) Expenses. The Escrow Holder hereby acknowledges that it has agreed to accept a one time compensation in the amount of $500.00, and acknowledges that it has no lien against funds and securities in the Escrow Account.

(c) Surplus. After making the payments from the Escrow Account described in Subsections 4(a) and (b) above, the Escrow Agent shall retain in the Escrow Account any remaining cash in the Escrow Account in excess of the Total Debt Service for the Refunded Bonds until the termination of this Agreement pursuant to the terms of Section 13 hereof, and shall then pay any remaining funds to the Issuer to be used for any lawful purpose.

(d) Priority of Payments. The holders of the Refunded Bonds shall have an express first priority security interest in the funds and Federal Securities in the Escrow Account until such funds and Federal Securities are used and applied as provided in this Agreement as shown on Schedule A.

SECTION 5. Reinvestment. (a) Except as provided in Section 3 and in this Section, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Federal Securities held hereunder.

(b) At the written request of the Issuer and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of any of the Federal Securities acquired hereunder and shall substitute other Federal Securities and reinvest any excess receipts in Federal Securities. The Issuer will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which will cause interest on the Bonds to be included in the gross income of the holders thereof for purposes of federal income taxation. Except as provided in Section 3 hereof, the transactions may be effected only if (i) an independent certified public accountant selected by the Issuer shall certify or opine in writing to the Issuer and the Escrow Agent that Federal Securities, interest thereon, and cash remaining on hand in the Escrow Account after the transactions are completed will, assuming no reinvestment earnings, be not less than the Total Debt Service for the Refunded Bonds, and that reinvestment in such Federal Securities will not postpone the anticipated transfer of moneys from the Escrow Account to the Paying Agent pursuant to Section 4(a) hereof, and (ii) the Escrow Agent shall receive an opinion from Bond Counsel to the effect that the transactions, in and by themselves, will not cause interest on such Bonds or the Refunded Bonds to be included in the gross income of the holders thereof for purposes of federal income taxation and such substitution is in compliance with this Agreement. Subsection 4(c) above notwithstanding, cash in excess of the Total Debt Service for the Refunded Bonds caused by substitution of Federal Securities shall, as soon as practical, be paid to the Issuer.

(c) Notwithstanding any provision of this Agreement to the contrary, no forward purchase agreement relating to the future reinvestment of cash held hereunder shall be executed unless the following condition is met: to the extent either Moody's Investors Service, Inc., Fitch Ratings, Inc. and/or Standard & Poor's Ratings Services have an outstanding rating on the Refunded Bonds, at least one of such rating agencies must give written confirmation that it will not lower or withdraw the rating as a result of the Issuer's execution of such forward purchase agreement. In the event of any inconsistency between the terms and conditions of such forward purchase agreement and this Agreement, the terms and conditions of this Agreement shall control.

SECTION 6. Redemption or Acceleration of Maturity. The Issuer shall not accelerate or defer the maturity or redemption of any Refunded Bonds so as to modify the debt service set forth on Schedule A attached hereto.

SECTION 7. <u>Extraordinary Expenses</u>. The Issuer shall promptly pay the Escrow Agent for any extraordinary services or expenses performed or incurred by the Escrow Agent in connection with its duties hereunder if notified in writing prior to the performance of those services or the incurring of those expenses. The Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Total Debt Service for the Refunded Bonds. Furthermore, the Escrow Agent shall not be liable for the accuracy of the calculation as to the sufficiency of moneys and the principal amount of Federal Securities and the earnings thereon to pay the Total Debt Service for the Refunded Bonds.

SECTION 8. <u>Responsibilities of Escrow Agent</u>. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the funds deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities or the proceeds thereof or for any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall not be liable for any action taken or neglected to be taken in performing or attempting to perform its obligations hereunder other than for its gross negligence or willful misconduct. The Escrow Agent shall, however, be responsible for its gross negligence or willful misconduct in a failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder (including full reimbursement to the Issuer of any rebate liability of the Issuer (including interest and penalties thereon) which derive from any failure to make future reinvestments pursuant to Section 3(c) hereof). The duties and obligations of the Escrow Agent may be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Issuer, at the Issuer's expense, and in reliance upon the opinion of such counsel, shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer.

No provision of this Agreement shall require the Escrow Agent to risk or expend its own funds. The Escrow Agent may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Escrow Agent may act through its agents and attorneys. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other similar type storms; wars; terrorism; similar military disturbances; epidemic; pandemic; riots; loss or malfunctions of utilities, computer (hardware or software) or communications services; labor strikes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 9. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer, any rating agency then providing a rating on either the Refunded Bonds or the Bonds, and the Paying Agent for the Refunded Bonds not less than sixty (60) days before such resignation shall take effect. Such resignation shall not take effect until the appointment of a new Escrow Agent hereunder.

SECTION 10. Removal of Escrow Agent.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percentum (51%) in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the Issuer, and notice in writing given by such holders to the original purchaser or purchasers of the Bonds and published by the Issuer once in a newspaper of general circulation in the territorial limits of the Issuer, and in a daily newspaper or financial journal of general circulation in the City of New York, New York, not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any material provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the Issuer or the holders of not less than five percentum (5%) in aggregate principal amount of the Bonds then outstanding, or the holders of not less than five percentum (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

SECTION 11. Successor Escrow Agent.

(a) If, at any time hereafter, the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall immediately appoint an Escrow Agent to fill such vacancy and, upon such appointment, all assets held hereunder shall be transferred to such successor. The Issuer shall either (i) publish notice of any such appointment made by it once in each week for four (4) successive weeks in a newspaper of general circulation published in the territorial limits of the Issuer and in a daily newspaper or financial journal of general circulation in the City of New York, New York, or (ii) mail a notice of any such appointment made by it to the holders of the Refunded Bonds within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Bonds then outstanding or a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such bondholders and filed with the governing body of the Issuer, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the Bondholders. In the case of conflicting appointments made by the Bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Agent shall be made within sixty (60) days of delivery of a notice of resignation by the Escrow Agent or pursuant to the foregoing provisions of this Section, the holder of any Refunded Bonds then outstanding, or any retiring Escrow Agent, may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

(d) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Escrow Agent hereunder and vested with all the trust, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any parties hereto, anything herein to the contrary notwithstanding, provided such successor shall have reported total capital and surplus in excess of $500,000,000, provided that such successor Escrow Agent assumes in writing all the trust, duties and responsibilities of the Escrow Agent hereunder.

SECTION 12. Payment to Escrow Agent. The Escrow Agent shall not be compensated from amounts on deposit in the Escrow Account and the Escrow Agent shall have no lien or claim against funds in the Escrow Account for any payment of obligations due it from the Issuer.

SECTION 13. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds, except as provided in Section 7.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, notice of such event shall be sent to the municipal bond insurer(s) for the Refunded Bonds, if any, as well as any rating agency then providing a rating on any of the Refunded Bonds), and while such covenant or agreements herein contained shall be null and void, they shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 15. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds and the Bonds and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all holders of Refunded Bonds, the Escrow Agent and the Issuer; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent, for the benefit of the holders of the Bonds and the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall, at its option, be entitled to request, at the Issuer's expense, and rely exclusively upon an opinion of Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section. Prior written notice of such amendments, together with proposed copies of such amendments, shall be provided to any rating agency then providing a rating on the Refunded Bonds.

SECTION 16. Interpleader. The Issuer and the Escrow Agent agree that the Escrow Agent may seek adjudication of any adverse claim, demand, or controversy over its persons as well as funds on deposit, waive personal service of any process, and agree that service of process by certified or registered mail, return receipt requested, to the City of Melbourne, Florida, 900 East Strawbridge Avenue, Melbourne, Florida 32901, Attn: Director of Finance, shall constitute adequate service. The Issuer and the Escrow Agent further agree that the Escrow Agent has the right to file a Bill of Interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

SECTION 17. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 18. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to conflict of law principles.

SECTION 19. Electronic Means. "Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Escrow Agreement and delivered using Electronic Means; provided, however, that the Issuer, shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer, whenever a person is to be added or deleted from the listing. If the Issuer, elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The Issuer understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Issuer shall be responsible for ensuring that only Authorized Officers transmit Instructions to the Escrow Agent and that the Issuer and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Issuer; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

CITY OF MELBOURNE, FLORIDA

(SEAL)

By:____________________________________
Name: Jenni Lamb
Title: City Manager

ATTEST:

By:____________________________________
Name: Kevin McKeown
Title: City Clerk

[Signature Page | Escrow Deposit Agreement (Series 2026A)]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Escrow Agent

By: ______________________________
Name: ____________________________
Title: Vice President

[Signature Page | Escrow Deposit Agreement (Series 2026A)]

SCHEDULE A

TOTAL DEBT SERVICE

Date	Principal	Interest	Debt Service
Total			

SCHEDULE B

SCHEDULE OF FEDERAL SECURITIES
TO BE PURCHASED AT CLOSING

Purchase Date	Maturity Date	Par Amount	Interest Rate	Purchase Cost	Type

Exhibit F

Form of 2026A Bonds

REGISTERED $____________
No. R-__

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF MELBOURNE
WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2026A

Interest Rate	Maturity Date	Original Dated Date	CUSIP
______%	______________	_________________	_________

Registered Owner: CEDE & CO.

Principal Amount: __________________________ DOLLARS

The City of Melbourne, Florida (hereinafter called the "Issuer"), for value received, hereby promises to pay to the Registered Owner identified above, or his legal representatives or registered assigns on the Maturity Date identified above (or earlier as hereinafter provided), but solely from the revenues hereinafter mentioned, the Principal Amount identified above upon presentation and surrender hereof at the principal office of U.S. Bank Trust Company, National Association, Jacksonville, Florida, or its successors, as Registrar and Paying Agent (the "Registrar"), and to pay, solely from such special revenues, interest on the Principal Amount from the Original Dated Date, or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum set forth above until payment of the Principal Amount, or until provision for the payment thereof has been duly provided for, such interest being payable semiannually on the fifteenth day of May and the fifteenth day of November of each year, commencing on May 15, 2026. Interest will be paid by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Issuer maintained by the Registrar at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding the applicable interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date for the payment of such defaulted interest as established by notice by deposit in the U.S. mail, postage prepaid, by the Issuer to the registered owners of Bonds not less than fifteen days preceding such special record date. Such notice shall be mailed to the persons in whose name the Bonds are registered at the close of business on the fifth (5^{th}) day (whether or not a business day) preceding the date of mailing.

Any Registered Owner of Bonds in the aggregate principal amount of $1,000,000 or more may upon written notice to the Registrar, given not less than five (5) business days prior to the Record Date, direct that payment of interest be made by wire transfer or other medium acceptable to the Registrar and specifying the account in the continental United States to which such funds are to be transferred.

This Bond and the interest hereon are payable solely from and secured by a lien on and security as described in Ordinance No. 2007-12, enacted by the City Council of the Issuer on March 13, 2007, as amended by Ordinance No. 2012-37, enacted by the City Council on October 9, 2012 and Ordinance No. 2023-33 enacted by the City Council on October 24, 2023, as amended and supplemented from time to time, and as particularly supplemented by a resolution adopted by the Issuer on November __, 2025 (collectively, the "Ordinance"), all in the manner and to the extent provided in the Ordinance. This Bond is payable from Pledged Revenues (as such term is defined in the Ordinance) on a parity with the Issuer's Outstanding Water and Sewer Revenue Bond, Series 2021, Water and Sewer Refunding Revenue Bond, Series 2022 and Water and Sewer Revenue Bonds, Series 2023. Capitalized undefined terms used herein shall have the meaning ascribed thereto in the Ordinance.

Reference is hereby made to the Ordinance for the provisions, among others, relating to the terms of, lien on and security for the Bonds, the custody and application of the proceeds of the Bonds, the rights and remedies of the registered owners of the Bonds and the extent of and limitations on the Issuer's rights, duties and obligations and the provisions permitting the issuance of additional parity indebtedness, to all of which provisions the Registered Owner hereof for itself and its successors in interest assents by acceptance of this Bond.

This Bond shall not be deemed to constitute a general obligation or a pledge of the faith and credit of the Issuer, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation, and it is expressly agreed by the Registered Owner of this Bond that such Registered Owner shall never have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the Issuer or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of the principal of and interest on this Bond or for the payment of any other amounts provided for in the Ordinance.

BY ACCEPTANCE HEREOF, THE REGISTERED OWNER IS DEEMED TO HAVE CONSENTED TO THE PROVISIONS IN THE ORDINANCE.

It is further agreed between the Issuer and the Registered Owner of this Bond that this Bond and the indebtedness evidenced hereby shall not constitute a lien upon the System, or any part thereof, or any other tangible personal property of or in the Issuer (other than the Pledged

Revenues), but shall constitute a lien only on the Pledged Revenues, all in the manner and to the extent provided in the Ordinance. Neither the members of the governing body of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of their issuance.

This Bond is one of an authorized series of bonds in the aggregate principal amount of $______________ of like tenor and effect, except as to number, maturity and interest rate, issued to finance the acquisition and construction of additions, expansions and improvements to the System and to pay the costs of issuance of the Bonds pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Article VIII, Section 2, Constitution of the State of Florida, Chapter 69-879, Laws of Florida, Special Acts of 1969, and Section 159.11 and Chapter 166, Part II, Florida Statutes, and other applicable provisions of law, including the Ordinance. This Bond is subject to all the terms and conditions of the Ordinance.

The registration of this Bond may be transferred upon the registration books by delivery thereof to the designated corporate trust office of the Registrar accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Registered Owner or by his attorney-in-fact or legal representative, containing written instructions as to the details of transfer of this Bond, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of a Bond, the Registrar shall at the earliest practical time in accordance with the provisions of the Ordinance enter the transfer of ownership in the registration books and (unless uncertificated registration shall be requested and the Issuer has a registration system that will accommodate uncertificated registration) shall deliver in the name of the new transferee or transferees a new fully registered Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount and payable from the same sources of funds.

Neither the Issuer nor the Registrar shall be required to register the transfer of any Bonds between the Record Date and the relative interest payment date on the Bonds. In addition, the Registrar shall not be required to transfer or exchange (i) any Bond of this series subject to redemption during a period beginning at the opening of five (5) business days before the day of the mailing by the Issuer of a notice of prior redemption of Bonds and ending at the close of business on the day of such mailing, or (ii) any Bond after the mailing of notice calling such Bond or any portion thereof for redemption as herein provided. The Issuer and the Registrar may charge the owner of such Bond for the registration of every such transfer of a Bond an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Issuer) to be paid with respect to the registration of such transfer, and may require that such amounts be paid before any such new Bond shall be delivered.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The Ordinance permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the owners of the Bonds at any time by the Issuer with consent of the owners of a majority of the Bonds Outstanding, as defined in the Ordinance. Any such consent or waiver by the owner of this Bond shall be conclusive and binding upon such owner and upon all future owners of this Bond and of any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Ordinance also contains provisions permitting a trustee appointed by the bondholders to waive certain past defaults under the Ordinance and their consequences.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable hereto, and that the issuance of the Bonds of this series does not violate any constitutional, statutory or charter limitation or provision.

Neither the members of the City Council of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Melbourne, Florida, has issued this Bond and has caused the same to be signed by its Mayor, endorsed by its City Manager and attested to and countersigned by its City Clerk, either manually or with their facsimile signatures, and its corporate seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the ___ day of __________, 2026.

CITY OF MELBOURNE, FLORIDA

(SEAL)

By:______________________________________
Mayor

ATTESTED AND COUNTERSIGNED:

By:______________________________________
City Clerk

I hereby signify my acknowledgment of the substance of the foregoing Bond.

By:______________________________________
City Manager

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue designated and executed under the provisions of the within-mentioned Ordinance.

DATE OF AUTHENTICATION: __________, 2026

_________________________, Registrar

By:______________________________________
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned ____________________________ (the "Transferor") hereby sells, assigns and transfers unto ________________________________ (the "Transferee").

(PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE)

(Please print or typewrite name and address of Transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint __________________ as attorney to register the transfer of the within bond on the books kept for registration and registration of transfer thereof, with full power of substitution in the premises.

Dated:________________________________

Signature Guaranteed:

____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guaranty program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) or New York Stock Exchange Medallion Signature Program (MSP), a member firm of the New York Stock Exchange or a commercial bank or a trust company.

Registered Owner

____

NOTICE: No transfer will be registered and no new Bond will be issued in the name or name of the Transferee(s), unless the signature(s) to this assignment correspond(s) with the name or names as it/they appear(s) upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Numbers of the Transferee(s) is/are supplied.

RESOLUTION NO. 4388

A RESOLUTION OF THE CITY OF MELBOURNE, FLORIDA AUTHORIZING THE DEFEASANCE OF ALL OF THE CITY'S OUTSTANDING WATER AND SEWER REFUNDING REVENUE BONDS, SERIES 2002B; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT IN CONNECTION WITH THE DEFEASANCE; AUTHORIZING THE PROPER OFFICERS OF THE CITY TO DO ALL ACTS NECESSARY AND PROPER FOR CARRYING OUT THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 84-85 enacted by the City Council of the City (the "City Council"), as amended from time to time and in particular as amended and restated by Ordinance including 2007-12 (as amended, the "Ordinance"), as supplemented by Resolution No. 1768 adopted by the City Council on July 9, 2002 (the "2002B Bond Resolution"), the City of Melbourne, Florida (the "City") previously issued its outstanding Water and Sewer Refunding Revenue Bonds, Series 2002B which are currently outstanding in the principal amount of $4,600,000 (the "2002B Bonds" or "Defeased Bonds"); and

WHEREAS, there is expected to be sufficient legally available funds of the City to defease all of the outstanding 2002B Bonds; and

WHEREAS, such legally available funds include without limitation moneys on deposit in the Reserve Fund created pursuant to the Ordinance which are being held for the benefit of the 2002B Bonds; and

WHEREAS, there has been prepared and submitted to the City Council as Exhibit A attached hereto a form of an Escrow Deposit Agreement to be used for the defeasance of the 2002B Bonds (the "Escrow Deposit Agreement"); and

WHEREAS, the City Council hereby determines it to be in the best interest of the City to authorize the defeasance hereunder of all of the outstanding 2002B Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA, that:

SECTION 1. Recitals. The recitals set forth above are adopted by the City Council as the findings of the City and are incorporated herein.

SECTION 2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Ordinance and the 2002B Bond Resolution.

SECTION 3. Defeasance Approved. In the manner and to the extent described herein, the defeasance of the Defeased Bonds is hereby approved.

SECTION 4. Escrow Deposit Agreement. In connection with the defeasance of the Defeased Bonds, the Escrow Deposit Agreement by and between the City and The Bank of New York Mellon Trust Company, N.A., which is hereby appointed to serve as Escrow Agent thereunder (the "2002B Escrow Agent"), in substantially the form attached hereto as Exhibit A, and incorporated by reference, be and the same is hereby approved, and the City Manager is hereby authorized and directed to execute, and the City Clerk to attest, the Escrow Deposit Agreement in connection with the Defeased Bonds and to deliver the same to the 2002B Escrow Agent, with such changes, insertions and omissions as shall be approved by the City Manager (such approval to be conclusively evidenced by the execution and delivery thereof), and the City Clerk is hereby authorized and directed to affix and attest the seal of the City thereto.

SECTION 5. Defeasance. Subject in all respects to the execution and delivery of the Escrow Deposit Agreement relating to the Defeased Bonds:

(1) There is hereby authorized a deposit of legally available moneys of the City, including without limitation any moneys on deposit in the Reserve Fund created pursuant to the Ordinance which are being held for the benefit of the Defeased Bonds, with the 2002B Escrow Agent to be held on behalf of the City and to be used pursuant to the terms of such Escrow Deposit Agreement to pay the value at maturity of the Defeased Bonds; and

(2) The Bank of New York Mellon Trust Company, N.A., as Paying Agent and Registrar for the Defeased Bonds (the "2002B Paying Agent and Registrar") is hereby directed to mail a notice of such defeasance to each holder of Defeased Bonds at the address of such holder shown on the registration books maintained by the 2002B Paying Agent and Registrar or at such other address as shall be furnished in writing by such holder to the 2002B Paying Agent and Registrar, in the form to be prepared by Bond Counsel.

The Mayor, City Manager, City Attorney, Director of Finance and City Clerk of the City, PFM Financial Advisors LLC as the City's Municipal Advisor, and/or the 2002B Escrow Agent each are hereby authorized on behalf of the City to file subscriptions for and/or to purchase eligible securities for deposit pursuant to the Escrow Deposit Agreement relating to the Defeased Bonds in such amounts, maturing at such times and bearing such rates of interest as shall be necessary (taking into account any moneys or other securities deposited with the 2002B Escrow Agent at the same time for such purpose) to pay when due the value at maturity of the Defeased Bonds in accordance with the provisions of the Escrow Deposit Agreement; and to take such other actions as they may deem necessary or appropriate to effectuate the purchase of said securities.

SECTION 6. Defeased Bonds No Longer Outstanding. In connection with execution and delivery of the Escrow Deposit Agreement, the City will receive an opinion or opinions from Bond Counsel to the effect that (A) the transactions contemplated hereunder, in and of themselves, will not cause the accrued interest on the Defeased Bonds to be included in gross income of the holders thereof for purposes of federal income taxation, and (B) upon deposit of sufficient legally available funds of the City with the Escrow Agent in accordance with Section 5 hereof and the Escrow Deposit Agreement, the Defeased Bonds shall be deemed to be paid under the Ordinance and shall no longer be Outstanding thereunder, and the right, title and interest of the holders thereof under the Ordinance and the pledge of and lien on the Pledged Revenues, and all other pledges and liens created by the Ordinance or pursuant thereto, with respect to such holders shall thereupon cease, terminate and become void.

SECTION 7. Payment of Costs. The Director of Finance is hereby authorized and directed to pay the costs associated with the transactions described herein, including, but not limited to, Bond Counsel fees and expenses, Municipal Advisor fees and expenses, bidding agent fees, if any, and the fees and expenses of the 2002B Escrow Agent.

SECTION 8. Authorizations. The Mayor, City Manager, City Attorney, Director of Finance, City Clerk and other proper officers of the City, are and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

This Resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne, Brevard County, Florida.

This Resolution was duly adopted at a regular meeting of the City Council on the 13th day of November, 2025.

CITY OF MELBOURNE

(CITY SEAL)

By: ________________________________
Paul Alfrey, Mayor

ATTEST:

____
Kevin McKeown, City Clerk

Resolution No. 4388

EXHIBIT A

Form of Escrow Deposit Agreement

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of November ___, 2025, by and between the CITY OF MELBOURNE, FLORIDA (the "City"), a municipal corporation validly organized and existing under and by virtue of the laws of the State of Florida, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. Jacksonville, Florida, a national banking association organized under the laws of the United States, as Escrow Agent, and its successors and assigns (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the City has previously issued its Water and Sewer Refunding Revenue Bonds, Series 2002B (the "Series 2002B Bonds") pursuant to Ordinance No. 84-85 enacted by the City Council of the City (the "City Council"), as amended from time to time and in particular as amended and restated by Ordinance including 2007-12 (as amended, the "Ordinance"), as supplemented by Resolution No. 1768 adopted by the City Council on July 9, 2002; and

WHEREAS, pursuant to a resolution adopted on even date herewith, the City appointed the Escrow Agent to serve as escrow agent for the Defeased Bonds (as hereinafter defined); and

WHEREAS, the City desires to legally defease and pay, as the same mature, all of the outstanding Series 2002B Bonds (the "Defeased Bonds"); and

WHEREAS, the City has determined to provide for payment of the Total Debt Service for the Defeased Bonds (as such term is hereinafter defined) of the Defeased Bonds by depositing with the Escrow Agent an amount which is at least equal to such Total Debt Service for the Defeased Bonds; and

WHEREAS, the Total Debt Service for the Defeased Bonds as of the date of the execution of this Agreement is set forth on Schedule A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Escrow Agent agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

(a) "Agreement" means this Escrow Deposit Agreement.

(b) "City" has the meaning ascribed above.

(c) "Defeased Bonds" has the meaning ascribed above.

(d) "Escrow Account" means the account hereby created and entitled Escrow Account established and held by the Escrow Agent pursuant to this Agreement in which cash and investments will be held for payment of the value at maturity of the Defeased Bonds as it comes due.

(e) "Escrow Agent" means The Bank of New York Mellon Trust Company, N.A, having its designated corporate trust office in Dallas, Texas, organized and existing under the laws of the United States of America, and its successors and assigns.

(f) "Federal Securities" shall have the meaning ascribed thereto in the Ordinance.

(g) "Total Debt Service for the Defeased Bonds" means the value at maturity of the Defeased Bonds in the amount of $4,600,000.

SECTION 2. Deposit of Funds. The City hereby deposits $4,600,000 with the Escrow Agent for deposit into the Escrow Account, in immediately available funds, which funds the Escrow Agent acknowledges receipt of, to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement. $4,600,000 of such funds are being derived from the Reserve Fund (as such term is defined in the Ordinance) held for the benefit of the holders of the Defeased Bonds. The City represents that the Federal Securities, the interest thereon, and the cash in the Escrow Account (i) are at least equal to the Total Debt Service for the Defeased Bonds as of the date of such deposit, and (ii) are sufficient to pay the Total Debt Service for the Defeased Bonds as it becomes due and payable in accordance with Schedule A attached hereto.

SECTION 3. Use and Investment of Funds. The Escrow Agent acknowledges receipt of the sum described in Section 2 and agrees:

(a) to hold such funds and investments purchased with such funds pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Defeased Bonds;

(b) to immediately invest $4,600,000 of such funds in the Federal Securities set forth on Schedule B attached hereto and to hold such Federal Securities in the Escrow Account in accordance with the terms of this Agreement;

(c) in the event the securities described on Schedule B cannot be purchased, substitute securities may be purchased with the consent of the City but only upon receipt of an opinion of Bryant Miller Olive P.A. or other nationally recognized attorneys on the subject of municipal bonds acceptable to the City ("Bond Counsel") that (i) such securities constitute Federal Securities for purposes of this Agreement, and (ii) such substitution shall not affect the tax-exempt status of interest on the Defeased Bonds; and

(d) there will be no investment of funds except as set forth in this Section 3 and/or Section 5.

SECTION 4. Payment of Defeased Bonds and Expenses.

(a) Defeased Bonds. On the date and in the amount set forth on Schedule A, the Escrow Agent shall pay The Depository Trust Company, on behalf of The Bank of New York Mellon Trust Company, N.A. in Dallas, Texas, in its capacity as the Paying Agent for the Defeased Bonds (the "Paying Agent"), in immediately available funds solely from amounts available in the Escrow Account, a sum sufficient to pay the value at maturity of Defeased Bonds on such date, as shown on Schedule A.

(b) Fees of Escrow Agent. The Escrow Holder hereby acknowledges that it has agreed to accept a one time compensation in the amount of $500.00, and acknowledges that it has no lien against funds and securities in the Escrow Account.

(c) Surplus. After making the payment from the Escrow Account described in Subsection 4(a) above, the Escrow Agent shall retain in the Escrow Account any remaining cash in the Escrow Account in excess of the Total Debt Service for the Defeased Bonds until the termination of this Agreement pursuant to the terms of Section 13 hereof, and shall then pay any remaining funds to the City to be used for any lawful purpose.

(d) Priority of Payments. The holders of the Defeased Bonds shall have an express first priority security interest in the funds and Federal Securities in the Escrow Account until such funds and Federal Securities are used and applied as provided in this Agreement as shown on Schedule A.

SECTION 5. Reinvestment. (a) Except as provided in Section 3 and in this Section, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Federal Securities held hereunder.

(b) At the written request of the City and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of any of the Federal Securities acquired hereunder and shall substitute other Federal Securities and reinvest any excess receipts in Federal Securities. The City will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which will cause interest on the Defeased Bonds to be included in the gross income of the holders thereof for purposes of federal income taxation. Except as provided in Section 3 hereof, the transactions may be effected only if (i) an independent certified public accountant selected by the City shall certify or opine in writing to the City and the Escrow Agent that Federal Securities, interest thereon, and cash remaining on hand in the Escrow Account after the transactions are completed will, assuming no reinvestment earnings, be not less than the Total Debt Service for the Defeased Bonds, and that reinvestment in such Federal Securities will not postpone the anticipated transfer of moneys from the Escrow Account to the Paying Agent pursuant to Section 4(a) hereof, and (ii) the Escrow Agent shall receive an opinion from Bond Counsel to the effect that the transactions, in and by themselves, will not cause interest on the Defeased Bonds to be included in the gross income of the holders thereof for purposes of federal income taxation and such substitution is in compliance with this Agreement. Subsection 4(c) above notwithstanding, cash in excess of the Total Debt Service for the Defeased Bonds caused by substitution of Federal Securities shall, as soon as practical, be paid to the City.

(c) Notwithstanding any provision of this Agreement to the contrary, no forward purchase agreement relating to the future reinvestment of cash held hereunder shall be executed unless the following condition is met: to the extent either Moody's Investors Service, Inc., Fitch Ratings, Inc. and/or Standard & Poor's Ratings Services have an outstanding rating on the Defeased Bonds, at least one of such rating agencies must give written confirmation that it will not lower or withdraw the rating as a result of the City's execution of such forward purchase agreement. In the event of any inconsistency between the terms and conditions of such forward purchase agreement and this Agreement, the terms and conditions of this Agreement shall control.

SECTION 6. Redemption or Acceleration of Maturity. The City shall not accelerate or defer the maturity or redemption of any Defeased Bonds so as to modify the debt service set forth on Schedule A attached hereto.

SECTION 7. Extraordinary Expenses. The City shall promptly pay the Escrow Agent for any extraordinary services or expenses performed or incurred by the Escrow Agent in connection with its duties hereunder if notified in writing prior to the performance of those services or the incurring of those expenses. The Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Total Debt Service for the Defeased Bonds. Furthermore, the Escrow Agent shall not be liable for the accuracy of the calculation as to the sufficiency of moneys and the principal amount of Federal Securities and the earnings thereon to pay the Total Debt Service for the Defeased Bonds.

SECTION 8. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the funds deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities or the proceeds thereof, or for any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall not be liable for any action taken or neglected to be taken in performing or attempting to perform its obligations hereunder other than for its gross negligence or willful misconduct. The Escrow Agent shall, however, be responsible for its gross negligence or willful misconduct in a failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder (including full reimbursement to the Issuer of any rebate liability of the Issuer (including interest and penalties thereon) which derive from any failure to make future reinvestments pursuant to Section 3(c) hereof). The duties and obligations of the Escrow Agent may be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the City, at the City's expense, and in reliance upon the opinion of such counsel, shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the City.

No provision of this Agreement shall require the Escrow Agent to risk or expend its own funds. The Escrow Agent may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Escrow Agent may act through its agents and attorneys. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other similar type storms; wars; terrorism; similar military disturbances; epidemic; pandemic; riots; loss or malfunctions of utilities, computer (hardware or software) or communications services; labor strikes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 9. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the City, the municipal bond insurer or insurers of the Defeased Bonds, if any, any rating agency or agencies then providing a rating on the Defeased Bonds, and the Paying Agent for the Defeased Bonds, not less than sixty (60) days before such resignation shall take effect. Such resignation shall not take effect until the appointment of a new Escrow Agent hereunder.

SECTION 10. Removal of Escrow Agent.

(a) The Escrow Agent may be removed, at any time, by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percent (51%) in aggregate principal amount of the Defeased Bonds then outstanding, such instruments to be filed with the City, and notice in writing given by such holders to the original purchaser or purchasers of the Defeased Bonds and published by the City once in a newspaper of general circulation in the territorial limits of the City, and in a daily newspaper or financial journal of general circulation in the City of New York, New York, not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the City under the provisions of this paragraph shall be delivered by the City to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the City or the holders of not less than five percentum (5%) in aggregate principal amount of the Defeased Bonds then outstanding, or the holders of not less than five percentum (5%) in aggregate principal amount of the Defeased Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

SECTION 11. Successor Escrow Agent.

(a) If, at any time hereafter, the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the City shall immediately appoint an Escrow Agent to fill such vacancy and, upon such appointment, all assets held hereunder shall be transferred to such successor. The City shall cause such Escrow Agent to mail a notice of any such appointment made by it to the holders of the Defeased Bonds within thirty (30) days after such appointment.

(b) At any time within sixty (60) days after such vacancy shall have occurred, the holders of a majority in the principal amount of the Defeased Bonds then unpaid, by an instrument or concurrent instruments in writing, executed by either group of such bondholders and filed with the governing body of the City, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the City. Photographic copies of each such instrument shall be delivered promptly by the City, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the Defeased Bondholders. In the case of conflicting appointments made by the Defeased Bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section, the holder of any Defeased Bonds then unpaid, or any retiring Escrow Agent, may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

(d) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Escrow Agent hereunder and vested with all the trust, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any parties hereto, anything herein to the contrary notwithstanding, provided such successor shall have reported total capital and surplus in excess of $500,000,000, and further provided that such successor Escrow Agent assumes in writing all the trust, duties and responsibilities of the Escrow Agent hereunder.

SECTION 12. Payment to Escrow Agent. The Escrow Agent shall not be compensated from amounts on deposit in the Escrow Account and the Escrow Agent shall have no lien or claim against funds and securities in the Escrow Account for any payment of obligations due it from the City.

SECTION 13. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Defeased Bonds have been paid and discharged in accordance with the proceedings authorizing the Defeased Bonds, except as provided in Section 7.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, notice of such event shall be sent to the municipal bond insurer for the Defeased Bonds, if any, as well as any rating agency then providing a rating on the Defeased Bonds, and while such covenant or agreements herein contained shall be null and void, they shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 15. Amendments to this Agreement. This Agreement is made for the benefit of the City and the holders from time to time of the Defeased Bonds, and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all affected holders of the Defeased Bonds, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent, for the benefit of the holders of the Defeased Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall, at its option, be entitled to request, at the City's expense, and rely exclusively upon an opinion of Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Defeased Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section. Prior written notice of such amendments, together with proposed copies of such amendments, shall be provided to any rating agency then providing a rating on the Defeased Bonds.

SECTION 16. Interpleader. The City and the Escrow Agent agree that the Escrow Agent may seek adjudication of any adverse claim, demand, or controversy over its persons as well as funds on deposit, waive personal service of any process, and agree that service of process by certified or registered mail, return receipt requested, to the City of Melbourne, Florida, 900 East Strawbridge Avenue, Melbourne, Florida 32901, Attn: Director of Finance, shall constitute adequate service. The City and the Escrow Agent further agree that the Escrow Agent has the right to file a Bill of Interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

SECTION 17. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 18. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to conflict of law principles.

SECTION 19. Electronic Means. “Electronic Means” shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Escrow Agreement and delivered using Electronic Means; provided, however, that the City, shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City, whenever a person is to be added or deleted from the listing. If the City, elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit Instructions to the Escrow Agent and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

CITY OF MELBOURNE, FLORIDA

(SEAL)

By:______________________________

Name: Jenni Lamb

Title: City Manager

ATTEST:

By:______________________________

Name: Kevin McKeown

Title: City Clerk

[Signature Page | Escrow Deposit Agreement (2002B Defeasance)]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Escrow Agent

By: ___________________________________

Name: ________________________________

Title: Vice President

[Signature Page | Escrow Deposit Agreement (2002B Defeasance)]

SCHEDULE A

TOTAL DEBT SERVICE FOR THE DEFEASED BONDS

Date	Value at Maturity	Total Debt Service for the Defeased Bonds
10/1/2026	$4,600,000	$4,600,000

SCHEDULE B

FEDERAL SECURITIES ON
DEPOSIT IN ESCROW ACCOUNT

Type of Security	Purchase Date	Maturity Date	Par Amount	Interest Rate