



# **TOWN OF MELBOURNE BEACH**

## **REGULAR TOWN COMMISSION MEETING**

**DECEMBER 21, 2022**

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# Town of Melbourne Beach

## REGULAR TOWN COMMISSION MEETING DECEMBER 21, 2022 at 6:00 p.m. COMMUNITY CENTER – 509 OCEAN AVENUE

### PUBLIC NOTICE

### AGENDA

**The Town Commission will conduct a Regular Town Commission Meeting on Wednesday, December 21, 2022, in the Community Center to address the items below**

**Commission Members:**

Mayor Wyatt Hoover  
Vice Mayor Joyce D. Barton  
Commissioner Sherri Quarrie  
Commissioner Corey Runte  
Commissioner Marivi Walker

**Staff Members:**

Town Manager Elizabeth Mascaro  
Town Attorney Clifford Repperger  
Town Clerk Amber Brown

Notice: Commission discussion and possible action may occur during any Commissioner Meeting. The following sections of the Agenda are always subject to such discussion and possible action without further motion by the Commission: Changes to the Agenda, Public Hearings, Old Business, and New Business.

The public is advised that members of the Town Commission may be in attendance and participate in proceedings of the board. Attorney General Opinions (AGO) AGO 91-95, AGO 98-14, AGO 2000-68.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, THE TOWN HEREBY ADVISES THE PUBLIC THAT: In order to appeal any decision made at this meeting, you will need a verbatim transcript of the proceedings. It will be your responsibility to ensure such a record is made. Such person must provide a method for recording the proceedings verbatim as the Town does not do so.

In accordance with the Americans with Disability Act and Section 286.26, Florida Statutes, persons needing special accommodations for this meeting shall, at least 5 days prior to the meeting, contact the Office of the Town Clerk at (321) 724-5860 or Florida Relay System at 711.

**1. Call to Order – Led by Mayor Hoover**

**2. Roll Call**

**3. Pledge of Allegiance and Moment of Silence**

**4. Presentations**

A. Administration of the Oath of Office – Reception to follow

- Joyce Barton – Commissioner
- Corey Runte – Commissioner
- Marivi Walker – Commissioner

**5. Public Comments**

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda.

A. Frank Hunt– Zoning request letter

**6. Approval of the Agenda**

**7. Consent Agenda**

- A. Approval of the Regular Town Commission Meeting Minutes November 16, 2022
- B. Approval of the Town Commission Workshop Meeting Minutes December 7, 2022
- C. Approval of the Special Town Commission Meeting Minutes December 7, 2022
- D. Approval of the site plan for 2204 Redwood – new home
- E. Approval of the site plan for 513 Magnolia – new home
- F. Reappointment of Board Members

- Reappointment of members of the History Center Board
  - 1. Crystal Cain
  - 2. Mary Gene Gold (Genie)
  - 3. Bruce Morgan
- Reappointment of members of the Environmental Advisory Board
  - 1. Jamie Guth
  - 2. Leslie Maloney

**8. Old Business**

- A. Consideration of service fee adjustments for James Moore for FY2023
- B. Consideration of cost to repair the collapsing stormwater pipe on Cherry and Rosewood

**9. New Business**

- A. Appointment of Vice Mayor and appointment of the Voting Delegate for the Space Coast League of Cities
- B. Discussion on creating a monthly newsletter for residents – Commissioner Runte



- C. Consideration of Resolution 2022-14 amending the budget for the fiscal year 2021-2022; amending resolution 2022-13; amending the use of all carry forwards for all funds including the general fund, amending the expenditure budget for all funds including the general fund; transfer funds between funds
- D. Consideration of changes to Chapter 1 Procurement Procedure to reflect the bank's services agreement regarding multiple signatures required for a withdrawal
- E. Consideration of changes to Chapter 16 Expense Reimbursement to reflect the current U.S. General Services Administration pricing guide for Brevard County regarding meal allowances
- F. Consideration to engage Bowman Consulting to prepare site plans for Ocean Avenue
- G. Consideration of a public records solution company
- H. Consider Town representation of Jim Simmons for any further legal action regarding the Election Challenge

**10. Staff Reports**

- A. Town Attorney Report
- B. Town Manager Report
- C. Town Clerk Report
- D. Departmental Reports
  - 1. Building Department
  - 2. Code Enforcement
  - 3. Public Works Department
  - 4. Police Department
  - 5. Fire Department
  - 6. Finance Department

**11. Town Commission Comments**

- A. Review of Commission Action Items
- B. General Comments

**12. Adjournment**

## **Town Commission Meeting**

**Section:** Presentations  
**Meeting Date:** December 21, 2022  
**From:** Amber Brown, Town Clerk  
**Subject:** Administration of the Oath of Office

### **Background Information:**

Having been duly certified:

- Joyce Barton will be sworn in as a Commissioner for the Town of Melbourne Beach for a (3) year term.
- Corey Runte will be sworn in as a Commissioner for the Town of Melbourne Beach for a (3) year term.
- Marivi Walker will be sworn in as a Commissioner for the Town of Melbourne Beach for a (2) year term.

**From:** [Frank Hunt](#)  
**To:** [Melbourne Beach Town Manager](#)  
**Subject:** Short Term Vacation Rental  
**Date:** Monday, December 5, 2022 8:47:59 PM  
**Attachments:** [Zoning Request Letter.docx](#)

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Good Afternoon, Elizabeth

Thank you so much for your time last Thursday. I appreciate the difficulty of the zoning issue that you are dealing with in Melbourne Beach. As we discussed in regards to the short term vacation rental zoning the horse is probably already gone from the barn and the best we could hope for is to conform the 4RM & 5RM zoning to the rest of the city. Or perhaps the council would consider a 5 night minimum variance for our property at 1205 Atlantic Street.

I am sorry that I will not be able to make it over for the council meeting on the 21<sup>st</sup>. This is a busy time of the year and I already have several commitments that day. As you asked I have attached a letter for you to have read at the council meeting.

Thank you for your help in this matter.

Best Regards,

Frank



December 5, 2022

Dear Members of the Melbourne Beach City Council,

My name is Frank Hunt. My family and I own a house in Melbourne Beach located at 1205 Atlantic Street. We have owned this house since the 1950's and over the years have enjoyed many weeks at the beach. We love Melbourne Beach and always have enjoyed our time there, though we certainly have seen a great deal of change.

The reason for my letter today is that I believe the current zoning for our property is out of step with how property use in that area has evolved. The 5RM zoning along the beach and the 4RM zoning across the road restrict short term vacation rental to no less than 30 days. All other zoning classifications in Melbourne Beach have no such restriction. Property to the north on the beach zoned single family or property off A1A away from the beach all have no such restriction. It does not make sense that the property zoned multifamily along A1A in this area is restricted to a 30-day minimum while all other properties have no restriction.

Currently, there are houses, apartments, and condominiums along both sides of the road that are available for rent for periods less than the thirty-day restriction. Clearly the property along A1A in this area located close to the Public Beach access, the commercial district, restaurants, and a bed and breakfast already lends itself to this kind of activity.

In the late 1940's and early 1950's before my family bought the house at 1205, there were houses available to rent along the beach for a week or less. I do not know when the zoning was changed to a 30-day minimum. My family and I just recently determined to rent the property on a short-term bases when we were not using it. We have found that a 30-day rental is difficult particularly when there are other properties available for shorter periods.

My request would be that the council reduce the minimum night rental in zones 5RM and 4RM to conform with how other areas of Melbourne Beach are zoned. In lieu of this I would ask that the council grant a variance to allow a three- or five-night minimum rental at 1205 Atlantic Street. I believe this would better reflect how properties in that area are already being managed.

Thank you for your consideration of this matter.

Best Regards,

Frank M Hunt III  
Chairman Hunt Bros Inc.

# Town of Melbourne Beach

## REGULAR TOWN COMMISSION MEETING NOVEMBER 16, 2022 at 6:00 p.m. COMMUNITY CENTER – 509 OCEAN AVENUE

### MINUTES

#### **Commission Members:**

Mayor Wyatt Hoover  
Vice Mayor Joyce Barton  
Commissioner Sherri Quarrie  
Commissioner Corey Runte  
Commissioner Marivi Walker

#### **Staff Members:**

Town Manager Elizabeth Mascaro  
Town Attorney Cliff Repperger  
Finance Manager Jennifer Kerr  
Building Official Robert Bitgood  
Fire Chief Gavin Brown  
Police Chief Melanie Griswold  
Public Works Director Tom Davis  
Town Clerk Amber Brown

## 1. Call to Order

Mayor Wyatt Hoover called the meeting to order at 6 p.m.

## 2. Roll Call

Town Clerk Amber Brown conducted a roll call

### **Commission Members Present**

Mayor Wyatt Hoover  
Vice Mayor Joyce Barton  
Commissioner Sherri Quarrie  
Commissioner Corey Runte  
Commissioner Marivi Walker

### **Commission Members Absent**

### **Staff Members Present**

Town Manager Elizabeth Mascaro  
Town Attorney Clifford Repperger  
Finance Manager Jennifer Kerr  
Building Official Robert Bitgood  
Fire Chief Gavin Brown  
Public Works Director Tom Davis  
Police Chief Melanie Griswold  
Town Clerk Amber Brown

## 3. Pledge of Allegiance and Moment of Silence

Mayor Wyatt Hoover led the Pledge of Allegiance

## 4. Public Comments

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda.

***Ali Dennington***  
***413 Surf Rd***

*Ali Dennington spoke about and provided a copy of a draft election contest that she will be filing for all three commissioners.*

***Walter Hardman***  
***320 Sixth Ave***

*Walter Hardman spoke about the importance of the dunes and staying off of them. Other municipalities have accesses and dunes marked or roped off.*

***NEW ACTION ITEM*** – Investigate options to isolate access to the dunes – Town Manager Elizabeth Mascaro and Public Works Director Tom Davis - January

## 5. Approval of the Agenda

**Vice Mayor Joyce Barton made a motion to approve the Agenda as presented; Commissioner Marivi Walker seconded; Motion carried 5-0.**

## **6. Presentations**

- A. Recognition of service to the Town presented to the Melbourne Beach Boy Scout Troop 330

Mayor Wyatt Hoover and Town Manager Elizabeth Mascaro presented a certificate of appreciation and recognized each member of the Melbourne Beach Boy Scout Troop 330 who volunteered to fill sandbags for residents in anticipation of Hurricane Ian.

- B. Donation presentation from the Melbourne Beach Volunteer Firefighters Association

Vice President Travis Wood and Member Walter Hardman of the Melbourne Beach Volunteer Firefighters Association presented a check to Fire Chief Gavin Brown in the amount of \$2,129.43 for the purchase of a smoke machine to aid in training scenarios.

A short reception took place

## **Roll Call**

Town Clerk Amber Brown conducted a roll call

### **Commission Members Present**

Mayor Wyatt Hoover  
Vice Mayor Joyce Barton  
Commissioner Sherri Quarrie  
Commissioner Corey Runte  
Commissioner Marivi Walker

### **Commission Members Absent**

### **Staff Members Present**

Town Manager Elizabeth Mascaro  
Town Attorney Clifford Repperger  
Finance Manager Jennifer Kerr  
Building Official Robert Bitgood  
Fire Chief Gavin Brown  
Public Works Director Tom Davis  
Police Chief Melanie Griswold  
Town Clerk Amber Brown

## **7. Consent Agenda**

- A. Approval of the Regular Town Commission Meeting minutes September 21, 2022  
B. Approval of the Special Town Commission Meeting minutes September 30, 2022  
C. Approval of the Regular Town Commission Meeting minutes October 19, 2022  
D. Approval of the site plan for 514 Avenue B

**Vice Mayor Joyce Barton moved to accept the Consent Agenda as presented; Commissioner Marivi Walker seconded; Motion carried 5-0.**

## **8. New Business**

- A. Consideration to allow the Palm Bay High School girls volleyball team to use our courts for an hour, two or three days per week from February through April

Town Manager Elizabeth Mascaro spoke about being contacted by Troy White, who is the coach for the Palm Bay High School volleyball team, about the possibility of using the volleyball courts three days a week for their practices.

Further discussion ensued

Mayor Wyatt Hoover spoke about declining to reserve the courts due to the team having other options closer to them and Melbourne Beach has limited facilities. However, the team can still come and share the courts, but the Town wouldn't reserve them.

**Item fails for lack of motion**

- B. Consideration of single audit and service fee adjustments for James Moore

Town Manager Elizabeth Mascaro spoke about the Federal Government requiring a single audit if the Town receives more than \$750,000, and since the Town received the American Rescue Plan funds which exceeded the \$750,000 it triggered a single audit for that money. The second part of this item is to increase James Moore's fees based on the level of interaction with the Town and the increase in the cost for all expenses. Their audit committee reviewed all of the contracts that they have to see their revenues and if each account is one they want to keep.

Further discussion ensued

***Ali Dennington***  
***413 Surf Rd***

*Ali Dennington spoke about reading the letter and it says it is highly unusual, and they already found some problems, and mention budget problems they might find. Ali spoke about in her experience it sounds like there is some bad stuff in there and they are trying to cover themselves. It sounds like the auditors are trying to fire the Town because they want to get out of it, however, if they stay on they see a lot of work here.*

Town Manager Elizabeth Mascaro spoke about that not being accurate and that the letter from James Moore does not say that.

Mayor Wyatt Hoover spoke about the letter from James Moore stating the increase is also attributed to the current economic environment that has forced a reassessment of all engagements and consideration of withdrawing from engagements that are not economically viable.

**Commissioner Corey Runte moved to acknowledge and approve the change in the contract for the single audit and for the fiscal year 2022 only; Commissioner Marivi Walker seconded; Motion carried 5-0.**



Mayor Wyatt Hoover spoke about tabling the service fee adjustment portion to get more information from James Moore.

**Jim Simmons**  
**409 Avenue B**

*Jim Simmons spoke about some points for consideration is whether they are doing work that they consider beyond the scope of the current contract or are they trying to recover costs for items that are in the current contract, and when was the last time they got a raise. Jim Simmons has dealt with the current and previous auditors and before it was a disaster and James Moore was a breath of fresh air. There is a risk when you send things out for RFP which the Town did for the lawn mowing company and ended up with a twenty-five or thirty percent increase. You might get a better deal, but you might not.*

**Barb Gunther**  
**1903 Atlantic St**

*Barb Gunther spoke about the letter saying they have spent above-average time researching and assisting with questions outside the scope of the audit, so that might be a basis for what the Town has asked them and could that be minimized.*

- C. Consideration of Resolution 2022-12 amending the budget for the fiscal year 2021-2022 related to the use of all carry forwards for all funds

Finance Manager Jennifer Kerr spoke about this resolution being for the carryforward balances from fiscal year 2021 into fiscal year 2022 in the specific funds.

**Ali Dennington**  
**413 Surf Rd**

*Ali Dennington asked how the building department has a carry-over balance because by statute the building department is not allowed to make any money. She spoke about sending in a public records request on this exact issue three months ago and she has not received a response. She has written and will be filing a writ of mandamus on about ten public records requests.*

**Steve Walters**  
**416 Sixth Ave**

*Steve Walters asked if the original budget was exceeded, not the budget with all of the switches throughout the year, and if not which departments if any exceeded their budget and what action was taken. This is why he always voted no because now you switch around all of this money to make it look good for the auditors but it's not going to work because they will list the same risks as the previous times.*

Town Manager Elizabeth Mascaro spoke about these funds being outside of the operating funds/general fund. These are stand-alone and they do not mingle with

the general fund. We never memorialized what was left over in these funds because the money stays in the fund, so we have to recognize the remaining money that stays in the fund into the next fiscal year because that is how the auditors asked the Town to do it. The general fund was not over budget as it had over six thousand dollars left in it which rolls into reserves.

**Vice Mayor Joyce Barton made a motion to approve Resolution 2022-12 for consideration of the budget; Commissioner Sherri Quarrie seconded; Motion carried 5-0.**

- D. Consideration of Resolution 2022-13 amending the budget for the fiscal year 2021-2022, amending expenditures for all funds, transfer funds from one fund to another fund to close out inactive funds

Finance Manager Jennifer Kerr spoke about Resolution 2022-13 is to balance within the departments the fiscal year 2022 budget. The Town did not go over the approved budget. This allows us to balance line items within each department that went over with line items that have remaining funds. For example, the public works department line item for building maintenance went over by \$12,000.00, so other line items with remaining money were used to cover that overage. This resolution also includes covering departments that went over their budget and closing out two inactive donation funds.

Mayor Wyatt Hoover spoke about anyone being able to see the detailed accounting monthly in the agenda packets.

***Ali Dennington***  
***413 Surf Rd***

*Ali Dennington spoke about not being able to view packets online until recently. She would ask every Friday for the packet and thanks to her they were finally put online. All this time they could have been online. You couldn't just go online to view them because they never used to be online, and there's not even one at the table here for anyone to look at, so they would have had to make a public records request for it and the Town doesn't like those.*

Mayor Wyatt Hoover spoke about towns throughout Florida being sued for ADA issues on their websites and when you have large PDFs that cannot be read by a reader then the Town can get sued. The reason they were taken off the website was to protect the Town from the liability specifically related to the ADA lawsuits that were happening.

*Ali Dennington spoke about not believing that. There are other things that are put on the website. She is aware of the ADA lawsuits. There are other things the Town could be sued for and the Town doesn't care about such as public records. Just because you say something doesn't make it true.*

Commissioner Corey Runte spoke about the reason Ali Dennington is waiting for public records is that she has submitted so many she has her own line because if

someone else submitted a request you would be all the way at the bottom of her massive public records requests.

***Jim Simmons***  
***409 Avenue B***

*Jim Simmons spoke about the agenda packets being put online for many years and were only taken off when the Town was approached by the Space Coast League of Cities about the Town's liability, so all communities did that to avoid litigation because the person was winning. Things like the site plans are not readable to the audible readers, so the Town took them off the website for a period of time.*

**Vice Mayor Joyce Barton made a motion to adopt budget Resolution 2022-13; Commissioner Sherri Quarrie seconded; Motion carried 5-0.**

## **9. Staff Reports**

### **A. Town Attorney Report**

No additions

### **B. Town Manager Report**

Town Manager Elizabeth Mascaro spoke about the project on Redwood is moving right along. She had a meeting today with DEP as a requirement of the stormwater grants and they were very impressed with all of the things the Town has done. She received a request from a student asking to take a small baggie of sand to test for microplastics.

### **C. Town Clerk Report**

No additions

### **D. Departmental Reports**

#### **1. Building Department**

Building Official Robert Bitgood spoke about a lot of remodeling work and new homes being done.

#### **2. Public Works Department**

Public Works Director Tom Davis provided photos and spoke about a section of the road collapsing about eight inches over about a sixty-day period at Rosewood and Cherry. He will be meeting with the Town Engineer tomorrow to assess it. The zero-turn mower was delivered and his employee is doing a really good job on the landscaping.

Further discussion ensued

### 3. Code Enforcement

Building Official Robert Bitgood spoke about working with Bob to get a good process in place and make sure they are working together.

### 4. Police Department

Police Chief Melanie Griswold spoke about Elf being the next movie in the park, School Resource Officer Bradley read to the second graders, and she explained the speed trailer graphs that are in the agenda packet and when kids are in a low-speed vehicle or golf cart they still need to be in a car seat just like any other vehicle.

### 5. Fire Department

Fire Chief Gavin Brown spoke about the Haunted House went really well, and teaching fire prevention for sixteen hours over eight days to over 700 kids.

### 6. Finance Department

Finance Manager Jennifer Kerr spoke about receiving \$11,275.39 for parking revenue in October and \$186,431.21 for fiscal year 2022 which does not include parking ticket revenue.

**Commissioner Corey Runte moved to approve the Finance Report as presented; Vice Mayor Joyce Barton seconded; Motion carried 5-0.**

## 10. Town Commission Comments

### A. Review of Commission Action Item List

#### **New Action Items**

- **Investigate options to isolate access to the dunes** – January

#### **Updated**

- **Research potential 140-year celebration events:** Add to the December workshop and invite the parks board - December
- **Permanent Tree Lighting:** Public Works Director Tom Davis spoke about receiving the additional signs but not the hardware, and looking into solar options.

Town Manager Elizabeth Mascaro spoke about someone spray-painted all of the uplighting lenses brown, but public works was able to clean them– January

- **Charging Stations:** Town Manager Elizabeth Mascaro spoke about the feedback she has received that the Town would need to get a fast charger, otherwise, a car would sit there all day long - March
- **Options and costs for live streaming:** Town Clerk Amber Brown spoke about contacting other municipalities to see how they stream and what they use and also reaching out to private companies. This item ties into the upgrades to the audio system that was approved, but not done yet to make sure the systems are compatible - January
- **Sixth Ave boat ramp:** Vice Mayor Joyce Barton spoke about getting in contact with the waterway assistance program that has grants we can apply for including a disaster relief grant.  
Commissioner Corey Runte spoke about researching alternative funding options.  
Mayor Wyatt Hoover spoke about starting by fixing the seawall and then longer-term getting resident engagement on what they want done - December
- **S.E.A Project:** Town Manager Elizabeth Mascaro spoke about the next big piece is the concept drawings and sidewalks.  
Commissioner Corey Runte spoke about getting a quote from our secondary civil engineering company - December

### **Closed**

- **Research options regarding code 7A-55 – Closed**

### **B. General Comments**

Vice Mayor Joyce Barton spoke about one of the legislative issues for this session is short-term rentals.

## **11. Adjournment**

**Commissioner Corey Runte moved to adjourn; Commissioner Sherri Quarrie seconded; Motion carried 5-0.**

Meeting adjourned at 8:40 p.m.

**ATTEST:**

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**Wyatt Hoover, Mayor**

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**Amber Brown, Town Clerk**

**Town of Melbourne Beach**  
**TOWN COMMISSION WORKSHOP**  
**DECEMBER 7, 2022 at 6:00 p.m.**  
**COMMUNITY CENTER – 509 OCEAN AVENUE**

**MINUTES**

**Commission Members:**

Mayor Wyatt Hoover  
Vice Mayor Joyce Barton  
Commissioner Sherri Quarrie  
Commissioner Corey Runte  
Commissioner Marivi Walker

**Staff Members:**

Town Manager Elizabeth Mascaro  
Interim Town Clerk Amber Brown

## 1. Call to Order

Mayor Wyatt Hoover called the meeting to order at 6 p.m.

## 2. Roll Call

Town Clerk Amber Brown conducted roll call

### **Commission Members Present**

Mayor Wyatt Hoover  
Vice Mayor Joyce Barton  
Commissioner Sherri Quarrie  
Commissioner Corey Runte

### **Staff Members Present**

Town Manager Elizabeth Mascaro  
Police Chief Melanie Griswold  
Town Clerk Amber Brown

### **Commission Members Absent**

Commissioner Marivi Walker

## 3. Pledge of Allegiance and Moment of Silence

Mayor Wyatt Hoover led the Pledge of Allegiance

## 4. Public Comments

After being acknowledged by the Vice Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda.

None

## 5. New Business

### A. Discussion on 140-year celebration events

Town Manager Elizabeth Mascaro spoke about getting stickers to put on envelopes.

Mayor Wyatt Hoover spoke about having a family-friendly concert series roughly once a quarter.

Commissioner Sherri Quarrie spoke about some type of permanent fixture to put somewhere.

Commissioner Corey Runte spoke about low-cost banners to keep up during none holiday seasons. Include multiple food trucks for the concert series and get the dates set soon. Add a volleyball tournament, basketball shootout, pickleball tournament, and a 5k race on Founders Day.

Mayor Wyatt Hoover spoke about including a banner for the stand on A1A, enhancing Founders Day with more contests or activities, and hiring someone to help produce Founders Day and get sponsorship revenue to fund additional items.

Vice Mayor Joyce Barton spoke about some type of reenactment, and each commissioner could take on one activity on Founders Day.

Further discussion ensued

#### B. Discussion regarding the purchase of two new police vehicles

Police Chief Melanie Griswold spoke about a significant increase in vehicle maintenance on a couple of cars. A lot has been taken out of the budget mostly due to car 361. Car 364 seems to be following the same path as car 361. They are looking to get two new Ford Explorers through Garber who has the state bid and has two vehicles on sight right now. If we wait then it will be 12-18 months before we can get a vehicle. After 2023 Dodge will no longer be making these vehicles because of agencies having high costs in maintenance. The State bid is going back to Ford and not Dodge.

Town Manager Elizabeth Mascaro spoke about if we waited till July there is no guarantee that we will get the vehicles in the following year, however, Garber currently has two unsold vehicles right now. The Town budgets for one vehicle every other year. The Chief is asking to purchase three vehicles this year, one that was budgeted and already purchased, and two additional vehicles. The funds can come from Rescue Plan funds or from reserves.

Further discussion ensued

Police Chief Melanie Griswold spoke about looking into the resale value of cars 361 and 364. One is about \$14,000.00 and the other is about \$12,500.00.

Vice mayor Joyce Barton spoke about purchasing Tesla's for future police vehicles.

### 6. Adjournment

**Commissioner Sherri Quarrie moved to adjourn; Vice Mayor Joyce Barton seconded; Motion carried 4-0.**

Meeting adjourned at 7:10 p.m.

**ATTEST:**

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**Wyatt Hoover, Mayor**

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**Amber Brown, Interim Town Clerk**



**Town of Melbourne Beach**  
**SPECIAL TOWN COMMISSION MEETING**  
**DECEMBER 7, 2022 at 6:00 p.m.**  
**COMMUNITY CENTER – 509 OCEAN AVENUE**

**MINUTES**

**Commission Members:**

Mayor Wyatt Hoover  
 Vice Mayor Joyce Barton  
 Commissioner Sherri Quarrie  
 Commissioner Corey Runte  
 Commissioner Marivi Walker

**Staff Members:**

Town Manager Elizabeth Mascaro  
 Town Clerk Amber Brown

**1. Call to Order**

Mayor Wyatt Hoover called the meeting to order at 7:10 p.m.

**2. Roll Call**

Town Clerk Amber Brown conducted a roll call

**Commission Members Present**

Mayor Wyatt Hoover  
 Vice Mayor Joyce Barton  
 Commissioner Corey Runte  
 Commissioner Sherri Quarrie

**Staff Members Present**

Town Manager Elizabeth Mascaro  
 Police Chief Melanie Griswold  
 Town Clerk Amber Brown

**Commission Members Absent**

Commissioner Marivi Walker

### 3. Pledge of Allegiance and Moment of Silence

Mayor Wyatt Hoover led the Pledge of Allegiance during the previous meeting.

### 4. Public Comments

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda.

None

### 5. New Business

A. Discussion and possible action regarding the purchase of two new police vehicles

Mayor Wyatt Hoover spoke about this item being discussed at length during the Town Commission Workshop held immediately before this meeting.

Commissioner Sherri Quarrie spoke about the purchase of the new vehicles would come from the ARPA funds and the sale of the two vehicles that are being replaced would go back into the ARPA funds.

**Commissioner Sherri Quarrie made a motion to buy two police cars that are the 2022 Ford Police Interceptor Utility AWD Gas at the price of \$46,718.00 each round that up to \$50,000.00 each for incidentals needed to make them operational for the Town and that would come from Garber fleet sales and the funds will come from the ARPA funds and the funds from the sale of the two cars that are being replaced will go back into the ARPA funds; Vice Mayor Joyce Barton seconded; Motion carried 4-0**

### 6. Adjournment

**Commissioner Corey Runte moved to adjourn; Vice Mayor Joyce Barton seconded; Motion carried 4-0.**

Meeting adjourned at 7:17 p.m.

ATTEST:

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Wyatt Hoover, Mayor

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Amber Brown, Town Clerk



# TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

## Site Plan Review

### Applicable Codes

Town of Melbourne Beach Land Development Code  
2020 Florida Building Code

Date: 11/22/2022  
Owner: ROSEN, GEORGE  
Owner Address: 2204 REDWOOD, MELBOURNE BEACH FL  
Site Address: 2204 REDWOOD, MELBOURNE BEACH FL  
Parcel ID: 28-38-08-51-1-7  
Zoning: 2RS

Proposed Project: New Single Family 2 Story Dwelling..

References: Town of Melbourne Beach Code of Ordinances: 7A-32.

Request: Approval by Planning and Zoning Board, Town Commission for construction of a new single-family 2 story dwelling.

Staff Review: The property lies in Zoning District 2RS

- 1). Project is a new single-family 2 story dwelling as a principle use.  
There is no current structure to be demolished and a landscape plan has been provided.
- 2). The Building Lot Zoning District requirements of min. lot area, width and depth.  
Lot area is 12,844 sq. ft. (min. 11,250 sq. ft.)  
Lot width is 99.38 ft. (min. 90 ft)  
Lot depth is 116 ft.( min. 100 ft.)
- 3). Lot coverage has a maximum of 30% for principle structure.  
Lot coverage per plan is 22.9 % Footprint of Primary Structure is 2945 sq. ft.  
Max allowed for Primary Structure is 3853.2 sq. ft. for Lot Area of 12,844sq. ft.  
Minimum pervious area per lot is 30%. Pervious area is 66%
- 4). Structure maximum height for zoning district is 28 ft.  
The proposed height provided is 26 feet 8.4 inches  
Flood Zone X

**5). Zoning District Setback requirements**

**Proposed Primary Structure Front Setback is 25 feet 2.4 inches (min. 25 ft.)**

**Proposed Primary Structure North Side Setback 15 feet 1 inch (min. 15 ft.)**

**Proposed Primary Structure south Side Setback 25 feet 1.9 inches (min. 25 ft.)**

**Proposed Primary Structure Rear Setback 33 feet 1.5 inches (min. 25 ft.)**

**6). Sediment and Erosion control measures shall be met and approved by the Building Official in accordance with the Town of Melbourne Beach Code of Ordinances (27-28) and Florida Building Code (3307.1).**

**7). On-site Storm water Retention Control measures shall be met and approved by the Building Official in accordance with the Town of Melbourne Beach Code of Ordinances (27-28) and the Florida Building Code (3307.1). Town Engineer will submit a review of drainage per Ordinance 2019-06. Town Engineer will be required for final inspection before a Certificate of Occupancy may be issued as per Ordinance 2019-06. Minimum Landscaping Standards shall be met.**

**Based on the above review, I find the proposed site plan for the referenced property is in compliance with The Town of Melbourne Beach Code of Ordinances.**



**Robert Bitgood  
Building Official**

IMPERVIOUS		PERVIOUS	
Primary Structure	2945	Shed space	0
Pool	0	Open areas	9169
Decks	0	Other	
Driveway	668.2		
Accessory Bldg	0		
Concrete areas	0	TOTAL PERVIOUS	9169
Pavers areas	703		
Other			
TOTAL IMPERVIOUS	4343		
		Lot Total Sq Footage	12844
		TOTAL % PERVIOUS	66%



## TOWN OF MELBOURNE BEACH DEVELOPMENT APPLICATION

### I. SUBMITTAL REQUIREMENTS:

1. Fees per current schedule.
2. Deed to property.
3. Pre-Application meeting is mandatory. Contact the Building Official or Building Clerk to submit information required and to schedule a pre-application meeting.
4. Application deadlines are determined annually by the Boards and will be provided at the pre-application meeting.
5. All applicants must complete pages 1-3 and the section(s) as applicable to the request (refer to section II. below). All materials listed in the applicable sections must be provided, and fees paid.

### II. REQUEST:

- |  |   |
|--|---|
| <input type="checkbox"/> Land Use Plan Amendment<br><input type="checkbox"/> Special Exception<br><input type="checkbox"/> Variance<br><input checked="" type="checkbox"/> Site Plan Review Single Family (1RS, 2RS, 3RS)<br><input type="checkbox"/> Site Plan Review Commercial (6B, 7C, 8B, 9I) | <input type="checkbox"/> Rezoning<br><input type="checkbox"/> Coastal Construction Variance<br><input type="checkbox"/> Appeal (Application must be filed within 30 days)<br><input type="checkbox"/> Site Plan Review Multifamily (4RM, 5RMO)<br><input type="checkbox"/> Amendment to the Land Development Code<br><input type="checkbox"/> Other (specify) _____ |
|--|---|

### III. PROPERTY INFORMATION:

General Location: 2204 REDWOOD AVE, MELBOURNE BEACH FL 32951

Address: 2204 REDWOOD AVE, MELBOURNE BEACH FL 32951

Parcel Number(s): 28-38-08-51-1-7

Area (in acreage): 0.30 Area (in square feet): 13,068

Current Zoning: \_\_\_\_\_ Proposed Zoning: \_\_\_\_\_

Current Future Land Use: \_\_\_\_\_ Proposed Future Land Use: \_\_\_\_\_

Brief Description of Application: CONSTRUCTION OF NEW SINGLE FAMILY

TWO STORY HOME

Date of Mandatory Pre-Application Meeting (attach meeting minutes if applicable): \_\_\_\_\_

**IV. APPLICANT INFORMATION:**

Property Owner

Name: GEORGE ROSENPhone: 321-704-3025Address: 7165 S HIGHWAY A1A

Fax: \_\_\_\_\_

MELBOURNE BEACH FL 32951Email: 2204REDWOOD@GMAIL.COM

Applicant (if other than property owner)

Name: CARL BRUNOSONPhone: 321-720-8021Address: 1710 ATLANTIC ST. UNIT 5C

Fax: \_\_\_\_\_

MELBOURNE BEACH FL 32951Email: WILL.GROUNDEDBUILD@GMAIL.COM**V. OWNER AUTHORIZATION:\***

The undersigned hereby affirms the following:

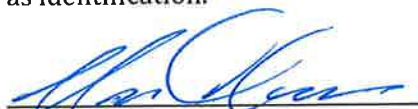
1. That I/we are the fee simple title owner/contract purchaser (circle one) of the property described in this application.
2. That I/we have read and understands the entire application and concurs with the request.
3. That I/we have appointed the Applicant to represent the application, and empowers the Applicant to accept any and all conditions of approval imposed by the Town of Melbourne Beach.

Signature: Date: 11/8/22Print Name: GEORGE ROSENTitle: OWNER

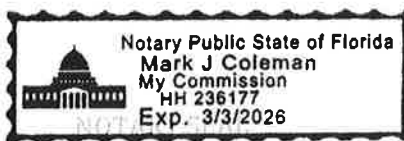
\*Must sign in front of notary.

State of Florida

County of Brevard.

The foregoing application is acknowledged before me  
this 8TH day of NOV, 2022, by GEORGE ROSEN,who is/are personally known to me, or who has/have produced \_\_\_\_\_  
as identification.

Signature of Notary Public, State of Florida



**VI. APPLICANT CERTIFICATION:\***

I/we affirm and certify that I/we understand and will comply with the land development regulations of the Town of Melbourne Beach, Florida. I/we further certify that the application and support documents are fully complete and comply with the requirements of the land development regulations of the Town of Melbourne Beach, Florida. I/we further certify that the statements and/or diagrams made on any paper or plans submitted here with are true to the best of my/our knowledge and belief that this application, attachments and application filing fees become part of the official public record of the Town of Melbourne Beach, Florida and are not returnable or refundable.

Under penalties of perjury, I/we declare that I/we have read the foregoing application and that to the best of my/our knowledge and belief the facts stated in the application are true.

Signature: CBDate: 11/8/22Print Name: CARL BRUNOSSONTitle: APPLICANT

\*Must sign in front of notary.

State of Florida

County of Brevard.

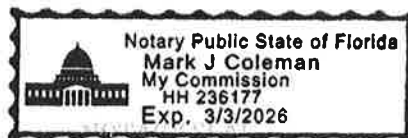
The foregoing application is acknowledged before me

this 8TH day of NOV, 2022 by CARL BRUNOSSON

who is/are personally known to me, or who has/have produced \_\_\_\_\_  
as identification.



Signature of Notary Public, State of Florida

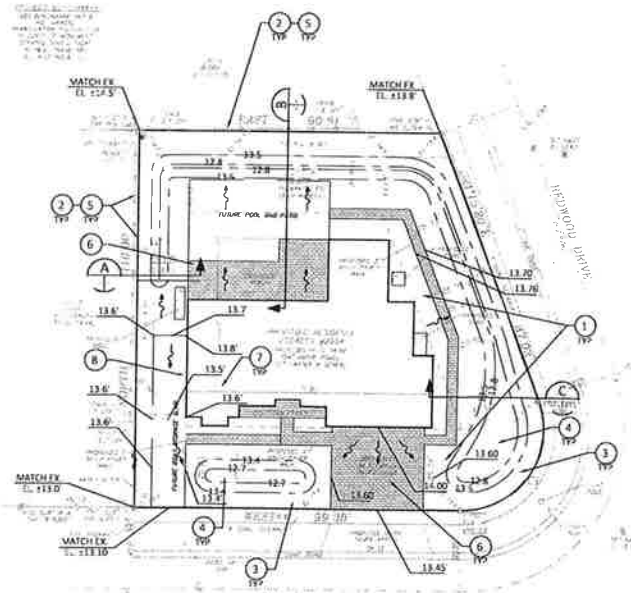
**VII. PROJECT DESCRIPTION:**Describe Application: CONSTRUCTION OF NEW SINGLE FAMILY2 STORY HOME.

Provide attachment if more space is needed.

Describe Existing Conditions: EMPTY LOT

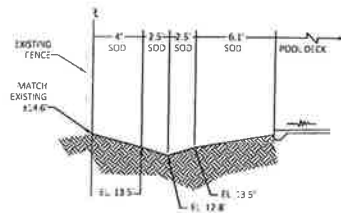
Provide attachment if more space is needed.



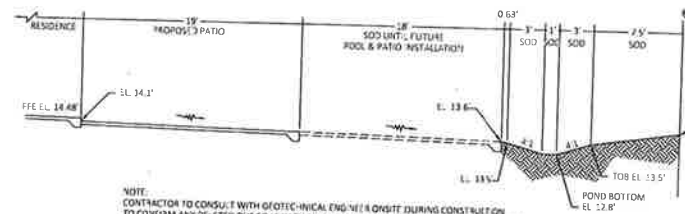


GROUP TABLE  
CI-B=1115 20  
R=25 06  
1 40 5 1

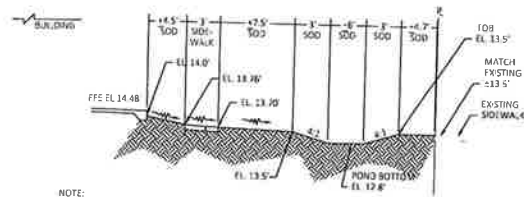
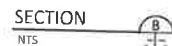
## GRADING AND DRAINAGE PLAN



NOTE:  
CONTRACTOR TO CONSULT WITH GEOTECHNICAL ENGINEER ONSITE DURING CONSTRUCTION  
TO CONFIRM ANY DELETERIOUS SOILS WITH RESTRICTIVE CHARACTERISTICS ARE REMOVED UNDER  
STORMWATER POND AREAS. THE PERCOLATION VALUE OF CLEAN SANDY SOILS REMAINING BENEATH  
POND SHOULD BE A MINIMUM OF 17.5 INCH PER HOUR AT A DENSITY OF APPROXIMATELY 92% OF THE  
MODIFIED PROCTOR TEST OR PER GEOTECHNICAL ENGINEER RECOMMENDATIONS.



NOTE: CONTRACTOR TO CONSULT WITH GEOTECHNICAL ENGINEER ON SITE DURING CONSTRUCTION TO DETERMINE ANY DESTRUCTIVE SOILS WITH RESTRICTIVE CHARACTERISTICS ARE REMOVED UNDER STORAGE/PAVING AREAS. THE PERCOLATION VALUE OF CLEAN SANDY SOILS REMAINING BENEATH PAVING SHOULD BE A MINIMUM OF 17.5 INCH PER HOUR AT A DENSITY OF APPROXIMATELY 92% OF THE MODIFIED PROCTOR TEST OR PER GEOTECHNICAL ENGINEER RECOMMENDATIONS.



NOTE: CONTRACTOR TO CONSULT WITH GEOTECHNICAL ENGINEER DURING CONSTRUCTION TO CONFIRM ANY DELETERIOUS SOILS WITH RESPECTIVE CHARACTERISTICS ARE REMOVED UNDER STORMWATER POND AREAS. THE PERCOLATION VALUE OF CLEAN SANDY SOILS REMAINING BEYOND POND SHOULD BE A MINIMUM OF 17.5 INCH PER HOUR AT A DENSITY OF APPROXIMATELY 99% OF THE MODIFIED PROCTOR TEST OR PER GEOTECHNICAL ENGINEER RECOMMENDATIONS.



CIVIL SITE GRADING NOTES:

1. CONTRACTOR TO ENSURE POSITIVE DRAINAGE PATH TO STORMWATER TREATMENT AREA.
2. CONTRACTOR TO COORDINATE GRADING ALONG COMMON LOT LINES WITH ADJACENT NEIGHBORS TO ENSURE CONTINUED POSITIVE DRAINAGE. CARE TO BE TAKEN DURING GRADING EFFORTS TO MAINTAIN EXISTING DRAINAGE PATTERNS OF ADJACENT NEIGHBORS WHICH SHALL NOT BE BLOCKED.
3. REGRADE EXISTING ELEVATIONS IN AREA OF RIGHT OF WAY TO ALLOW FOR A TRANSITION FROM SWALE TOP OF BANK TO ADJACENT ELEVATION FOR POSITIVE DRAINAGE.
4. GRASS COVER WITHIN BOUNDARY OF STORMWATER POND BOTTOM SHALL BE EITHER SEED AND MULCH OR SAND GROWN SOD.
5. PROTECT AND MAINTAIN EXISTING FENCING ALONG PROPERTY LINE. CONTRACTOR TO COORDINATE CONSTRUCTION WITH NEIGHBORS IF ANY IMPACTS OF REVISIONS TO FENCING.
6. DRIVEWAY, SIDEWALK, PORCH, RESIDENCES AND FENCE DESIGN INCLUDING DETAILS WITH SPECIFICATIONS BY OTHERS.
7. FOOTPRINT PROVIDED BY ARCHITECT AND OWNER. ANNOTATIONS ON GRADING PLAN FOR REFERENCE ONLY. CONTRACTOR TO ENSURE CORRECT DIMENSIONS INCLUDED PRIOR TO CONSTRUCTION.
8. ROOF DRAINAGE ALONG WEST PROPERTY LINE SHALL BE COLLECTED WITH A GUTTER AND DIRECTED TO PROPOSED STORMWATER SWALE. AS FLOW DOWNS POND AND UNDERGROUNDS SHALL BE INSTALLED TO PREVENT OF SITE DISCHARGE IN LOT FOR COLLECTION AND TREATMENT.

GENERAL INFORMATION:

#### CONTACT INFORMATION

OWNER  
GEORGE ROSEN  
2704 REDWOOD AVENUE  
MELBOURNE BEACH, FL 32951

**SURVEYOR:**  
AAL AND SURVEYING SERVICES, INC  
3970 MINTON ROAD  
WEST MELBOURNE, FL 32904  
TEL: 768-8110  
EMAIL: RESEARCH@AALSURVEY.COM

CIVIL ENGINEER  
TRAUGER CONSULTING ENGINEERS, INC.  
ERIN TRAUGER, P.E.  
2210 FRONT STREET, STE 204  
MELBOURNE, FL 32901  
TEL: 321-652-5316  
E-MAIL: ERIN.TRAUGER@GMAIL.COM

**BUILDER:**  
GW PROPERTIES  
WILL BRUNOSSON  
TEL: 321.720.8021  
EMAIL: CBRUNOSSON@GMAIL.COM

**LEGAL DESCRIPTION:**

LOT 7, BLOCK 1, MELBOURNE BEACH SOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAN BOOK 19, PAGES 53-54, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

DRAINAGE CALCULATIONS:

**SETLONZA**

TOTAL ACREAGE: 0.29 ACRES = 12,844 SF  
 PARCEL #12009C056 IN THIS PROPERTY LIES N FLOOD ZONE "X"  
 PARCEL: D-28-38-08-S1-7  
 TAX ACCOUNT NUMBER: 2848465  
 ADDRESS 2204 REDWOOD AVENUE, MELBOURNE BEACH, FL 32951

SITE DRAINAGE COVERAGE CALCULATIONS

EXISTING LOT COVERAGE			
EXISTING SINGLE FAMILY DEVELOPMENT:	SF	ACRES	PERCENT
TOTAL GROSS AREA	17,844	0.29	100%
PROPOSED LOT COVERAGE			
FUTURE IMPROVEMENTS:	SF	ACRES	PERCENT
IMPERVIOUS:	1,600	0.04	7%
PERVIOUS:	4,880	0.11	38%
TOTAL GROSS AREA	7,000	0.14	50%
	17,844	0.29	100%

GENERAL NOTES:

- [illegible]

SURVEYOR LEGEND:

(B.B.) — BEARING BASIS  
 O.S.R. — BUILDING SETBACK LINE  
 CB — CHORD BEARING  
 C — CHORD LENGTH  
 C — CENTERLINE  
 C.M.C. — CONCRETE MONUMENT  
 C — CORRUGATED METAL PIPE  
 D — DEED  
 D — DEED  
 D.E. — DRAINAGE EASEMENT  
 EL — ELEVATION  
 EP — EDGE OF PAVEMENT  
 FF — FINISH FLOOR  
 FHO — FOUND  
 F — IRON PIPE  
 IR — IRON ROD  
 L — ARC LENGTH  
 LB — LICENSE BUSINESS  
 M — MEASURED  
 NAD — NAIL AND DISK  
 N — NAIL AND TIN TAB  
 OHV — OVERHEAD WIRE  
 (P) — PLAT  
 PC — POINT OF CURVATURE  
 PLS — PROFESSIONAL LAND SURVEYOR  
 P — POINT ON LINE  
 PP — POWER POLE  
 PT — POINT OF TANGENCY  
 P — PUBLIC UTILITY  
 R — RADIUS  
 R.C.P. — REINFORCED CONCRETE PIPE  
 R.O.W. — RIGHT OF WAY  
 (X) — PROPOSED GRADE

SURVEYOR NOTES:

### GENERAL NOTES

1. THIS SURVEY AND DRAWING HAS BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE  
AND THE REQUIREMENTS OF THE FLORIDA STATUTES IN CHAPTERS 5-15, FLORIDA ADMINISTRATIVE  
CODE, PURSUANT TO SECTION 747.02(7) OF THE FLORIDA STATUTE.  
2. THE SURVEYOR'S CERTIFICATE OF QUALIFICATION IS ON FILE WITH THE FLORIDA BOARD OF  
SURVEYORS FOR THE STATE OF FLORIDA.  
3. THIS SURVEY IS NOTED FOR THE SOLE USE AND BENEFIT OF THE PARTIES NAMED HEREON AND FOR THE  
PURPOSES SPECIFICALLY SET FORTH THEREIN. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE OR UNLAWFULLY  
REPRODUCED.  
4. THIS SURVEY IS MADE WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR.  
5. REPRODUCTION OF THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE SURVEYOR IS HEREBY FORBIDDEN.  
6. NO PART OF THIS SURVEY OR DRAWING IS TO BE COPIED, REPRODUCED, OR IMITATED BY THE SURVEYOR.  
7. THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR BY THE CLIENT.  
8. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OFFICE OF THE COUNTY.  
9. MEASUREMENTS ARE BASED ON AN ASSUMED CORNER LOCATION AND BEARING OF THE ADJACENT PROPERTY.  
10. UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN.  
11. IF CHAINS ARE FOUND, THEY WILL BE SHOWN AS SUCH ON THE NORTH AMERICAN DATUM OF 1983, UNLESS OTHERWISE  
NOTED.  
12. "EXISTING LINES" AND "NO SHOWS" ARE DEFINITIONS TO SHOW AN ATTEMPT BY THE SURVEYOR TO LOCATE POSSIBLE  
EXISTING LINES AND SPODES. NONE OF THESE ARE GUARANTEES OF EXISTENCE.

NOTE: SURVEYORS NOTES PROVIDED AS SHOWN ON SURVEY PROVIDED BY AAL LAND SURVEYING SERVICES, INC. FOR REFERENCE ONLY. ENGINEER OF RECORD DOES NOT WARRANT ACCURACY OF EXISTING CONDITIONS OR INCLUSION OF EASEMENTS AND ENCUMBRANCES AS SHOWN.



REDWOOD RESIDENCE

2204 REDWOOD AVENUE  
MELBOURNE BEACH, FL

## GRADING AND DRAINAGE PLAN

2210 Front Street, Ste 204, Melbourne, FL 32901  
email - [erin.trauge@gmail.com](mailto:erin.trauge@gmail.com) direct - (321) 652-5316

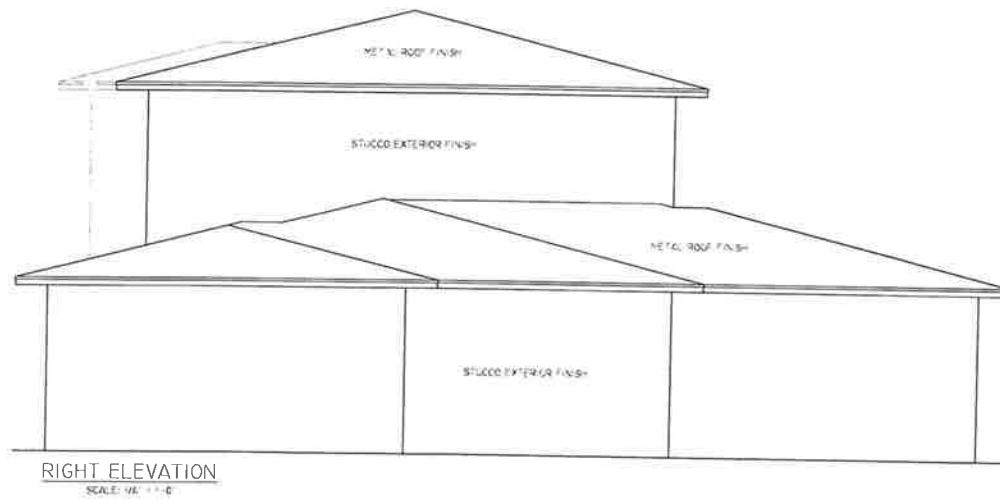
**TRAUGER**  
CONSULTING ENGINEERS

Erin Trauger

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ERIN TRAUER, PE ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DATE: 11-7-2022  
SECTION: 08  
TOWNSHIP: 28  
RANGE: 38  
SCALE: 1" = 20'  
DRAWING NO.  
**C-2**  
PROJECT:

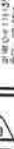
C-2



GENERAL NOTES		DESIGN CRITERIA
1.	THIS DRAWING NOT PREPARED BY THE DESIGNER OF THE CONTRACTOR'S DESIGN. IT IS A DESIGN PROVIDED BY THE DESIGNER OF THE CONTRACTOR'S DESIGN.	POLY-ENCLOSED
2.	THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CONTRACTOR'S DESIGN. ANY CHANGES TO THE DESIGN SHALL BE MADE BY THE CONTRACTOR'S DESIGNER.	WIND SPEED 60 MPH
3.	THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CONTRACTOR'S DESIGN. ANY CHANGES TO THE DESIGN SHALL BE MADE BY THE CONTRACTOR'S DESIGNER.	EXPOSURE D
4.	THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CONTRACTOR'S DESIGN. ANY CHANGES TO THE DESIGN SHALL BE MADE BY THE CONTRACTOR'S DESIGNER.	BUILDING CATEGORY TWO (2)

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND  
SEALED BY ECD:R/F. SIGNATURE OF THE DATE  
AND/OR TIME STAMP SHOWN IS AG: DGTAL  
SIGNATURE

PRINTED COPIES OF THIS DOCUMENT ARE NOT  
CONSIDERED SIGNED AND SEALED AND THE SIGNATURE  
MUST BE VERIFIED ON ANY ELECTRONIC COPY

<div style="font-size: 2em; font-weight: bold; margin: 0;">A</div> <div style="font-size: 0.8em; margin-top: 5px;">SHEET 1 OF 4</div> <div style="font-size: 0.7em; margin-top: 5px;">DRAWN BY: FRC/CTE</div>		<div style="font-size: 2em; font-weight: bold; margin: 0;">GW</div> <div style="font-weight: bold; margin-top: 5px;">PROPERTIES</div>	<div style="font-weight: bold; margin: 0;">-SFR FOR-</div> <div style="font-weight: bold; margin-top: 5px;">2204 REDWOOD AVE.</div> <div style="font-weight: bold; margin-top: 5px;">MELBOURNE BEACH FL 32951</div>	<div style="font-size: 2em; font-weight: bold; margin: 0;">EDC</div> <div style="font-weight: bold; margin-top: 5px;">ENGINEERING AND DESIGN CONCEPTS, INC.</div>		<div style="font-weight: bold; margin: 0;">REVISIONS</div> <table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.7em;"><tr><th style="width: 5%;">#</th><th style="width: 85%;">DESCRIPTION</th><th style="width: 10%;">DATE</th></tr><tr><td style="text-align: center;">1</td><td>ISSUED FOR PERMIT</td><td>11/1/2005</td></tr><tr><td style="text-align: center;">2</td><td>REVISED PER COMMENTS</td><td>11/1/2005</td></tr></table>	#	DESCRIPTION	DATE	1	ISSUED FOR PERMIT	11/1/2005	2	REVISED PER COMMENTS	11/1/2005
						#	DESCRIPTION	DATE							
1	ISSUED FOR PERMIT	11/1/2005													
2	REVISED PER COMMENTS	11/1/2005													
<div style="font-size: 0.8em; margin: 0;">PROJECT NO. 04021311 DATE: 11/1/2005 TEL: (407) 27-5102 FAX: (407) 27-1078 EMAIL: <a href="mailto:info@edcinc.com">info@edcinc.com</a> WWW: <a href="http://www.edcinc.com">www.edcinc.com</a></div>															

VICINITY MAP:



GENERAL INFORMATION:

CONTACT INFORMATION	
OWNER: GEORGE ROSEN 2204 REDWOOD AVENUE MELBOURNE BEACH, FL 32951	CIVIL ENGINEER: TRAUGER CONSULTING ENGINEERS, INC. ERIN TRAUGER, P.E. 2210 FRONT STREET, STE 204 MELBOURNE, FL 32901 TEL: 321-652-5316 E-MAIL: ERIN.TRAUGER@GMAIL.COM
SURVEYOR: AAL LAND SURVEYING SERVICES, INC. 3970 MINION ROAD WEST MELBOURNE, FL 32904 TEL: 768-8110 EMAIL: RESEARCH@AALSURVEY.COM	BUILDER: GW PROPERTIES WILL BRUNOSSON TEL: 321-720-8021 EMAIL: CBRUNOSSON@GMAIL.COM

SITE AND BUILDING DATA:

SITE DATA	
TOTAL ACREAGE: 0.29 ACRES = 12,844 SF ADDRESS: 2204 REDWOOD AVENUE, MELBOURNE BEACH, FL 32951 PARCEL ID: 28-38-08-51-1-7 TAX ACCOUNT NUMBER: 2848465 ZONING: RESIDENTIAL PROPOSED USE: SINGLE FAMILY RESIDENTIAL SCOPE OF WORK: NEW CONSTRUCTION TWO STORY HOUSE F.L.R.M. 17009C0616H THIS PROPERTY LIES IN FLOOD ZONE "X"	TOWNSHIP: 28S RANGE: 38E SECTION: 8
BUILDING DATA	
TOTAL BUILDING COVERAGE = (2257 SF 1ST LEVEL LIVING + 688 SF GARAGE + 110 SF ENTRY + 620 SF COVERED PORCH)/12,844 SF = 3675 SF /12,844 SF = 28.6%	
GARAGE SPACES: 2 NUMBER OF STORIES: 2 CROWN OF ROAD: EL. 12.48' CODE MINIMUM REQUIRED FFE (18" ABOVE CROWN OF ROAD): 13.98' CODE MAXIMUM ALLOWED HEIGHT (+28'): EL. 41.98'	
PROPOSED FFE: 14.48' PROPOSED HEIGHT OF BUILDING (2ND LEVEL CEILING) : 22'0" ACTUAL HEIGHT OF BUILDING = PROPOSED BUILDING HEIGHT 22'0" + PROPOSED FFE 14.48' = EL. 36.48'	
BUILDING SETBACKS:	
	MINIMUM
FRONT	25'
SIDE CORNER	25'
SIDE INTERIOR	15'
REAR	25'
AUTHORITY/JURISDICTION:	
TOWN OF MELBOURNE BEACH FLORIDA	

GENERAL NOTES:

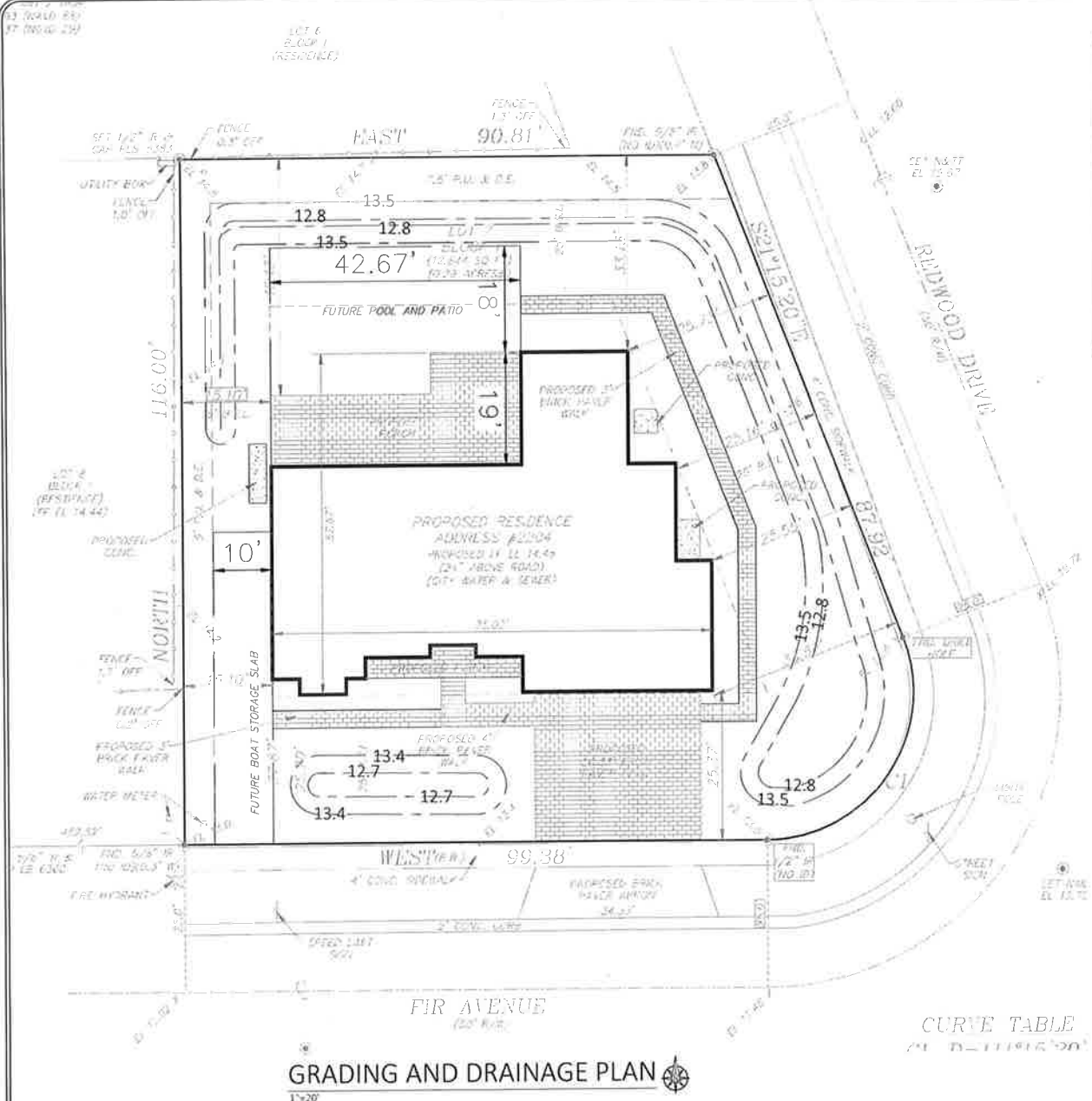
- CONTRACTOR SHALL BECOME FAMILIAR AND COMPLY WITH ALL PERMITS AND PERMIT CONDITIONS. CONTRACTOR SHALL OBTAIN PERMISSION FROM ALL NECESSARY PERMIT AGENCIES PRIOR TO COMMENCING SITE WORK.
- ALL AREAS DISTURBED OFF-SITE SHALL BE RESTORED TO EQUAL OR BETTER CONDITION THAN PRE-CONSTRUCTION.
- SLOPE ALL SIDEWALKS TO FLOW AWAY FROM BUILDING WITH MAXIMUM 2% CROSS SLOPE.
- PROVIDE CONSTANT SLOPE BETWEEN ALL SPOT ELEVATIONS.
- CONTRACTOR SHALL PROVIDE SILT FENCE AROUND PROJECT AREA AS REQUIRED BY FDEP AND MELBOURNE BEACH.
- ALL WASTE SHALL BE DISPOSED OF OFF-SITE IN A SAFE AND LEGAL MANNER UNLESS OWNER SPECIFICALLY REQUESTS OTHERWISE.
- ALL SLOPES 4H:1V OR STEEPER SHALL BE SODDED. ALL SLOPES STEEPER THAN 3H:1V SHALL BE SODDED AND STAKED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO PUBLIC ROADWAYS, EASEMENTS, CURBS, SIDEWALKS, DRAINAGE SYSTEM, BENCHMARKS, OR UTILITIES AS A DIRECT RESULT OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING ALL BOUNDARY CORNERS AND BENCHMARKS DISTURBED OR DESTROYED DURING CONSTRUCTION REPLACED BY A FLORIDA LICENSED LAND SURVEYOR.
- EXCEPT AT DOORWAYS, FINISHED GRADE ADJACENT TO HOUSE SHALL BE 6" BELOW FINISHED FLOOR UNLESS IDENTIFIED OTHERWISE BY ARCHITECT/HOME BUILDER OR ON GRADING PLAN. ALL LOT GRADING SHALL COMPLY WITH APPLICABLE FLORIDA BUILDING CODES.
- THIS PLAN HAS BEEN PREPARED WITH A BASE SURVEY, FOOT PRINT AND LAYOUT PROVIDED BY GW PROPERTIES, EDC AND AAL LAND SURVEYING. CIVIL ENGINEER DOES NOT WARRANT THE ACCURACY OF THE RECORD SURVEY NOR HAVE THEY COMPLETED THE DESIGN FOR THE SITE LAYOUT.
- SEE ARCHITECTURAL/HOME BUILDER DRAWINGS FOR BUILDING DIMENSIONS AND LAYOUT. SEE PLUMBING, MECHANICAL, ELECTRICAL AND LANDSCAPING DRAWINGS FOR UTILITY CONNECTION LOCATIONS, HEATING/AC, ELECTRICAL AND LANDSCAPING INFORMATION.
- SWPPP IS NOT INCLUDED. CIVIL ENGINEER IS NOT RESPONSIBLE FOR THE DESIGN OF EROSION AND SEDIMENT CONTROLS OR OTHER POLLUTION PREVENTION PRACTICES FOR THIS PROJECT.
- CLEARING SPECIFICATIONS, UTILITY DESIGN, PAVING AND OTHER SITE MATERIALS AND SPECIFICATIONS ARE NOT INCLUDED. CIVIL ENGINEER NOT RESPONSIBLE FOR THE DESIGN SPECIFICATIONS RELATED TO THESE ITEMS. CONTRACTOR TO CONSULT GEOTECHNICAL ENGINEER PRIOR TO CONSTRUCTION TO ENSURE SOILS AS ANTICIPATED FOR DESIGN.
- BOUNDARY, TOPOGRAPHIC AND EXISTING INFORMATION INDICATED ON THESE DRAWINGS ARE PER FIELD DATA SUPPLIED BY AAL LAND SURVEYING. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE INFORMATION AND PROTECT SAME FROM DAMAGE DURING THE CONSTRUCTION PHASE. DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
- THIS IS A SPECIFIC PURPOSE DRAWING SET, FOR THE PERMITTING AND THE CONSTRUCTION OF A STORMWATER TREATMENT AREA THE ENGINEER CERTIFIES THESE DRAWINGS ONLY FOR THE CONSTRUCTION OF THAT INFORMATION AND NO OTHER PERMITTING AND CONSTRUCTION USES.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SETBACKS PRIOR TO STARTING CONSTRUCTION.

LEGAL DESCRIPTION:

LOT 7, BLOCK 1, MELBOURNE BEACH SOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGES 53-54, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

INDEX OF DRAWINGS:

DRAWING NO.	DESCRIPTION
C-1	COVER SHEET AND SITE PLAN
C-2	GRADING AND DRAINAGE PLAN
L-1	LANDSCAPE PLAN



GRADING AND DRAINAGE PLAN

SURVEYOR NOTES:

- GENERAL NOTES:**
- THIS SURVEY AND DRAWING HAS BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARD OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
  - THIS SURVEY AND DRAWING IS FOR THE SOLE USE AND BENEFIT OF THE PARTIES NAMED HEREON AND FOR THE SPECIFIC PURPOSE AS NOTED, AND SHOULD NOT BE RELIED UPON BY ANY OTHER ENTITY, AND IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.
  - THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF THE FLORIDA LICENSED SURVEYOR, AND REPRODUCTION OF THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE SURVEYOR IS HEREBY FORBIDDEN.
  - NO OPINION OF TITLE OR OWNERSHIP IS HEREBY EXPRESSED OR IMPLIED BY THE SURVEYOR.
  - THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR BY THE CLIENT, AND MAY BE SUBJECT TO EASEMENTS OR LIMITATIONS EITHER RECORDED OR IMPLIED.
  - BEARINGS ARE BASED ON AN ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.
  - NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN.
  - ELEVATIONS, IF SHOWN, ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
  - "NO WELLS" AND "NO SEPTICS" ARE DEFINITIONS TO SHOW AN ATTEMPT BY THE SURVEYOR TO LOCATE POSSIBLE EXISTING WELLS AND SEPTICS, HOWEVER NONE WERE FOUND USING STANDARD SURVEY LOCATING EQUIPMENT.

NOTE: SURVEYOR'S NOTES PROVIDED AS SHOWN ON SURVEY PROVIDED BY AAL LAND SURVEYING SERVICES, INC. FOR REFERENCE ONLY. ENGINEER OF RECORD DOES NOT WARRANT ACCURACY OF EXISTING CONDITIONS OR INCLUSION OF EASEMENTS AND ENCUMBRANCES AS SHOWN.

SURVEYOR LEGEND:

- (B.B.) - BEARING BASIS  
B.S.L. - BUILDING SETBACK LINE  
CB - CHORD BEARING  
CH - CHORD LENGTH  
CL - CENTERLINE  
C.M. - CONCRETE MONUMENT  
C.M.P. - CORRUGATED METAL PIPE  
CONC. - CONCRETE  
(D) - DEED  
DELTA - DELTA  
D.E. - DRAINAGE EASEMENT  
EL - ELEVATION  
EP - EDGE OF PAVEMENT  
FF - FINISH FLOOR  
FND - FOUND  
IP - IRON PIPE  
IR - IRON ROD  
L - ARC LENGTH  
LB - LICENSE BUSINESS  
(M) - MEASURED  
N&D - NAIL AND DISK  
N&TT - NAIL AND TIN TAB  
OHV - OVERHEAD WIRE  
(P) - PLAT  
PC - POINT OF CURVATURE  
PLS - PROFESSIONAL LAND SURVEYOR  
P.O.L. - POINT ON LINE  
PP - POWER POLE  
PT - POINT OF TANGENCY  
P.U. - PUBLIC UTILITY  
R - RADIUS  
R.C.P. - REINFORCED CONCRETE PIPE  
R/W - RIGHT OF WAY  
XX.XX - PROPOSED GRADE

REDWOOD RESIDENCE

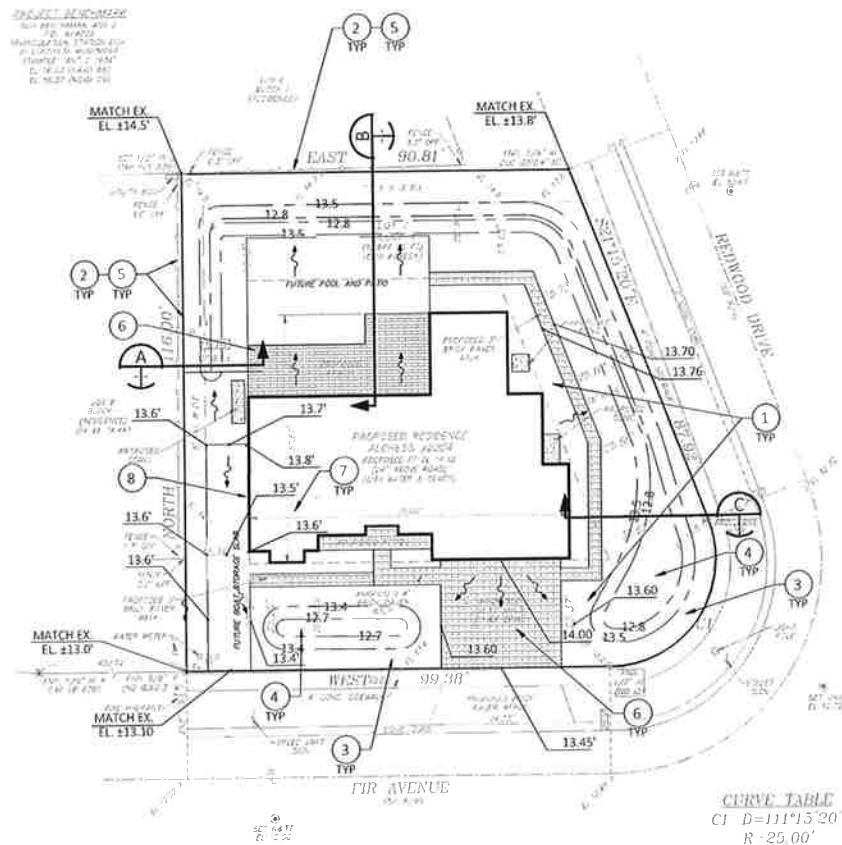
2204 REDWOOD AVENUE  
MELBOURNE BEACH, FL

GRADING AND DRAINAGE PLAN

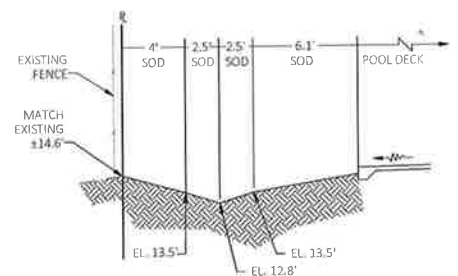


DATE:	11-7-2022
SECTION:	08
TOWNSHIP:	28
RANGE:	38
SCALE:	1" = 20'
DRAWING NO.	C-1
PROJECT:	

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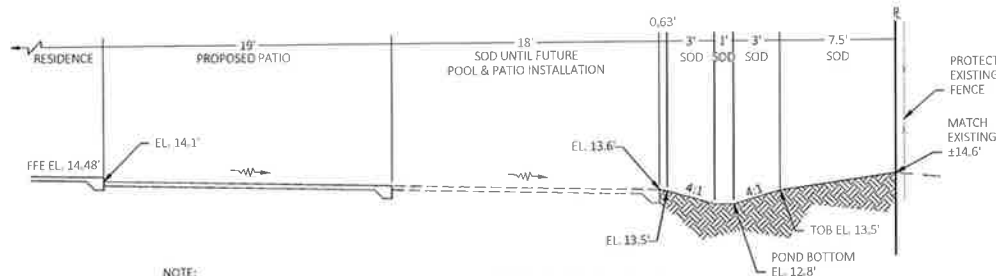


GRADING AND DRAINAGE PLAN



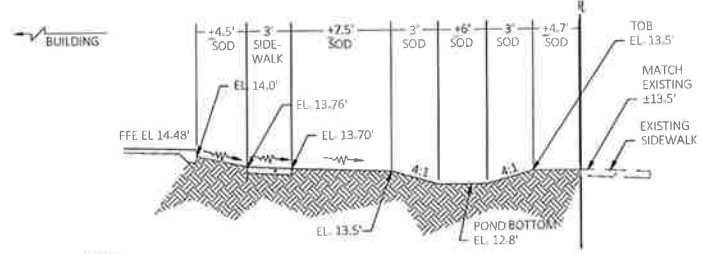
NOTE: CONTRACTOR TO CONSULT WITH GEOTECHNICAL ENGINEER ON SITE DURING CONSTRUCTION TO CONFIRM ANY DELETERIOUS SOILS WITH RESTRICTIVE CHARACTERISTICS ARE REMOVED UNDER STORMWATER POND AREAS. THE PERCOLATION VALUE OF CLEAN SANDY SOILS REMAINING BENEATH POND SHOULD BE A MINIMUM OF 17.5 INCH PER HOUR AT A DENSITY OF APPROXIMATELY 92% OF THE MODIFIED PROCTOR TEST OR PER GEOTECHNICAL ENGINEER RECOMMENDATIONS

SECTION A-A



NOTE: CONTRACTOR TO CONSULT WITH GEOTECHNICAL ENGINEER ON SITE DURING CONSTRUCTION TO CONFIRM ANY DELETERIOUS SOILS WITH RESTRICTIVE CHARACTERISTICS ARE REMOVED UNDER STORMWATER POND AREAS. THE PERCOLATION VALUE OF CLEAN SANDY SOILS REMAINING BENEATH POND SHOULD BE A MINIMUM OF 17.5 INCH PER HOUR AT A DENSITY OF APPROXIMATELY 92% OF THE MODIFIED PROCTOR TEST OR PER GEOTECHNICAL ENGINEER RECOMMENDATIONS

SECTION B-B



NOTE: CONTRACTOR TO CONSULT WITH GEOTECHNICAL ENGINEER ON SITE DURING CONSTRUCTION TO CONFIRM ANY DELETERIOUS SOILS WITH RESTRICTIVE CHARACTERISTICS ARE REMOVED UNDER STORMWATER POND AREAS. THE PERCOLATION VALUE OF CLEAN SANDY SOILS REMAINING BENEATH POND SHOULD BE A MINIMUM OF 17.5 INCH PER HOUR AT A DENSITY OF APPROXIMATELY 92% OF THE MODIFIED PROCTOR TEST OR PER GEOTECHNICAL ENGINEER RECOMMENDATIONS

SECTION C-C

CIVIL SITE GRADING NOTES:

1. CONTRACTOR TO ENSURE POSITIVE DRAINAGE PATH TO STORMWATER TREATMENT AREA.
2. CONTRACTOR TO COORDINATE GRADING ALONG COMMON LOT LINES WITH ADJACENT NEIGHBORS TO ENSURE CONTINUED POSITIVE DRAINAGE. CARE TO BE TAKEN DURING GRADING EFFORTS TO MAINTAIN EXISTING DRAINAGE PATHS OF ADJACENT NEIGHBORS WHICH SHALL NOT BE BLOCKED.
3. REGRADE EXISTING ELEVATIONS IN AREA OF RIGHT OF WAY TO ALLOW FOR TRANSITION FROM SWALE TOP OF BANK TO PAVEMENT ELEVATION FOR POSITIVE DRAINAGE.
4. GRASS COVER WITHIN BOUNDARY OF STORMWATER POND BOTTOM SHALL BE EITHER SEED AND MULCH OR SAND GROWN SOD.
5. PROTECT AND MAINTAIN EXISTING FENCING ALONG PROPERTY LINE. CONTRACTOR TO COORDINATE CONSTRUCTION WITH NEIGHBORS FOR ANY IMPACTS OR REVISIONS TO FENCING.
6. DRIVEWAY, SIDEWALK, PORCH, RESIDENCE AND FENCE DESIGN INCLUDING DETAILS WITH SPECIFICATIONS BY OTHERS.
7. FOOTPRINT PROVIDED BY ARCHITECT AND OWNER, ANY DIMENSIONS ON GRADING PLAN FOR REFERENCE ONLY. CONTRACTOR TO ENSURE CORRECT DIMENSIONS INCLUDED PRIOR TO CONSTRUCTION.
8. ROOF DRAINAGE ALONG WEST PROPERTY LINE SHALL BE COLLECTED WITH A GUTTER AND DIRECTED TO PROPOSED STORMWATER SWALE AREAS VIA DOWNSPOUT AND UNDERGROUND PIPING AS NEEDED TO PREVENT OFFSITE DISCHARGE WITHOUT COLLECTION AND TREATMENT.

GENERAL INFORMATION:

**CONTACT INFORMATION**

**OWNER**  
GEORGE ROSEN  
2204 REDWOOD AVENUE  
MELBOURNE BEACH, FL 32951

**SURVEYOR:**  
AAL LAND SURVEYING SERVICES, INC.  
3970 MINTON ROAD  
WEST MELBOURNE, FL 32904  
TEL: 768-8110  
EMAIL: RESEARCH@AALSURVEY.COM

**CIVIL ENGINEER:**  
TRAUGER CONSULTING ENGINEERS, INC.  
ERIN TRAUGER, P.E.  
2210 FRONT STREET, STE 204  
MELBOURNE, FL 32901  
TEL: 321-657-5316  
E-MAIL: ERIN.TRAUGER@GMAIL.COM

**BUILDER:**  
GW PROPERTIES  
WILL BRUNOSSON  
TEL: 321-720-8021  
EMAIL: CBRUNOSSON@GMAIL.COM

LEGAL DESCRIPTION:

LOT 7, BLOCK 1, MELBOURNE BEACH SOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAN BOOK 19, PAGES 53-54, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

DRAINAGE CALCULATIONS:

SITE DATA			
TOTAL ACREAGE: 0.29 ACRES = 12,844 SF			
FIRM: #12009C0616H THIS PROPERTY LIES IN FLOOD ZONE "X"			
PARCEL ID: 28-38-08-51-1-7			
TAX ACCOUNT NUMBER: 2848465			
ADDRESS: 2204 REDWOOD AVENUE, MELBOURNE BEACH, FL 32951			
SITE DRAINAGE COVERAGE CALCULATIONS			
EXISTING LOT COVERAGE	SF	ACRE	PERCENT
EXISTING SINGLE FAMILY DEVELOPMENT:	12,844	0.29	100%
TOTAL GROSS AREA:	12,844	0.29	100%
PROPOSED LOT COVERAGE	SF	ACRE	PERCENT
FUTURE IMPERVIOUS:	1,600	0.04	7%
IMPERVIOUS:	4,880	0.11	38%
PERVIOUS:	7,004	0.14	55%
TOTAL GROSS AREA:	12,844	0.29	100%

GENERAL NOTES:

1. CONTRACTOR SHALL BECOME FAMILIAR AND COMPLY WITH ALL PERMITS AND PERMIT CONDITIONS. CONTRACTOR SHALL OBTAIN PERMISSION FROM ALL NECESSARY PERMIT AGENCIES PRIOR TO COMMENCING SITE WORK.
2. ALL AREAS DISTURBED OFF-SITE SHALL BE RESTORED TO EQUAL OR BETTER CONDITION THAN PRE-CONSTRUCTION.
3. SLOPE ALL SIDEWALKS TO FLOW AWAY FROM BUILDING WITH MAXIMUM 2% CROSS SLOPE.
4. PROVIDE CONSTANT SLOPE BETWEEN ALL SPOT ELEVATIONS.
5. CONTRACTOR SHALL PROVIDE SILT FENCE AROUND PROJECT AREA AS REQUIRED BY FDEP AND MELBOURNE BEACH, FLORIDA BUILDING CODES.
6. ALL WASTE SHALL BE DISPOSED OF OFF-SITE IN A SAFE AND LEGAL MANNER UNLESS OWNER SPECIFICALLY REQUESTS OTHERWISE.
7. ALL SLOPES 4H:1V OR STEEPER SHALL BE SODDED. ALL SLOPES STEEPER THEN 3H:1V SHALL BE SODDED AND STAKED.
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9. EXCEPT AT DOORWAYS, FINISHED GRADE ADJACENT TO HOUSE SHALL BE 6" BELOW FINISHED FLOOR UNLESS IDENTIFIED OTHERWISE BY ARCHITECT/HOME BUILDER OR ON GRADING PLAN. ALL LOT GRADING SHALL COMPLY WITH APPLICABLE FLORIDA BUILDING CODES.
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SURVEYOR NOTES:

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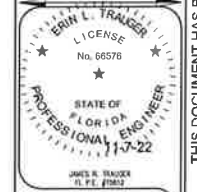
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REDWOOD RESIDENCE

MELBOURNE BEACH, FL

GRADING AND DRAINAGE PLAN



DATE: 11-7-2022

SECTION: 08

TOWNSHIP: 28

RANGE: 38

SCALE: 1" = 20'

DRAWING NO. C-2

PROJECT:

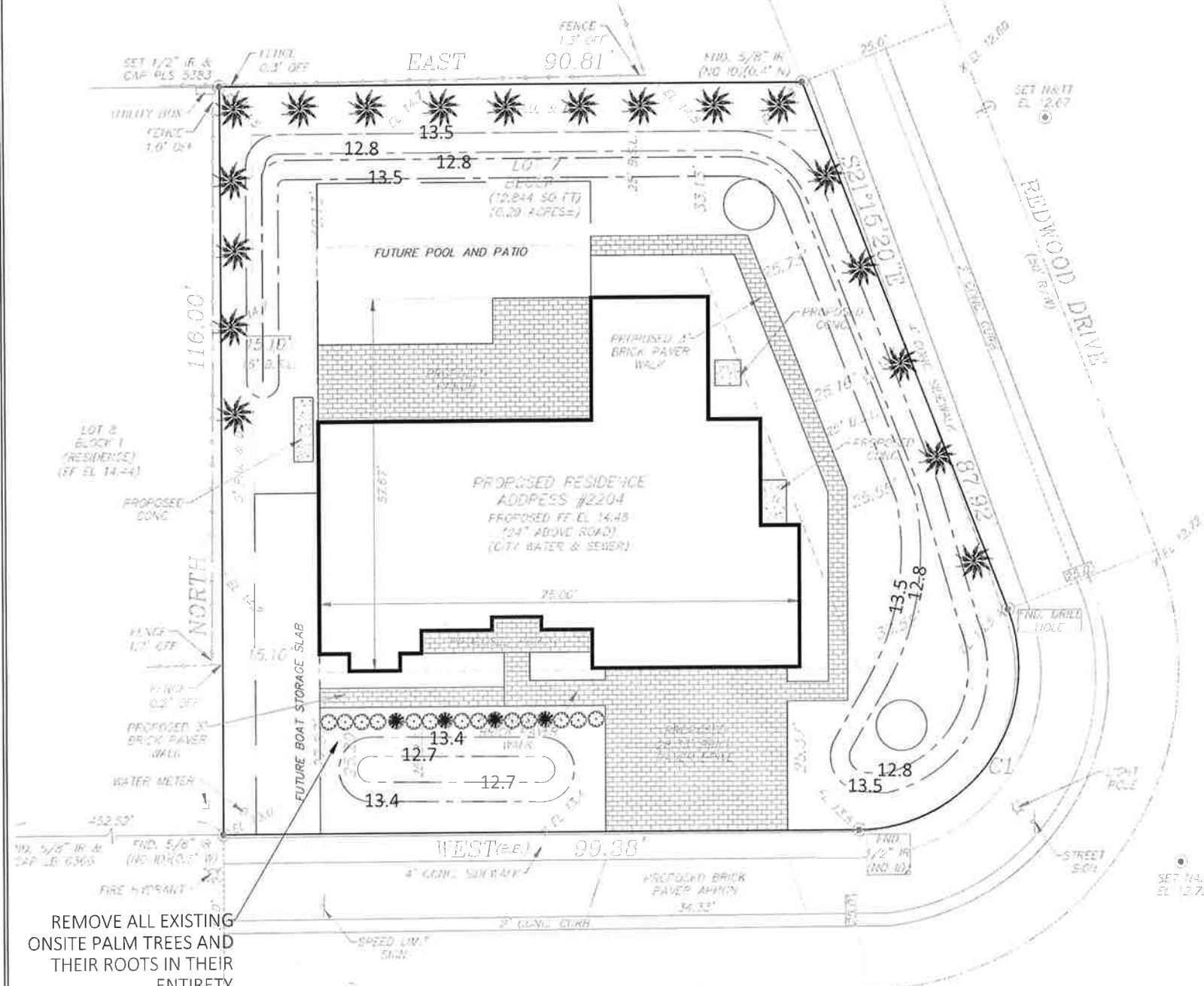
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2210 Front Street, Ste 204, Melbourne, FL 32901  
email - erin.trauger@gmail.com direct - (321) 652-5316

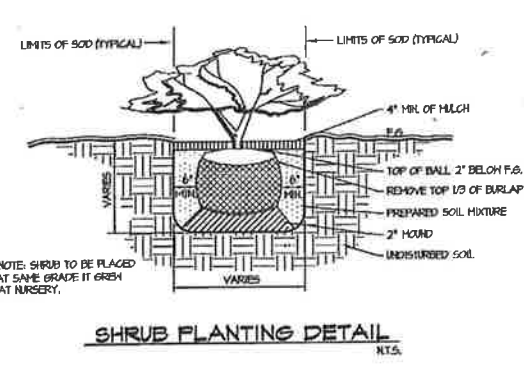
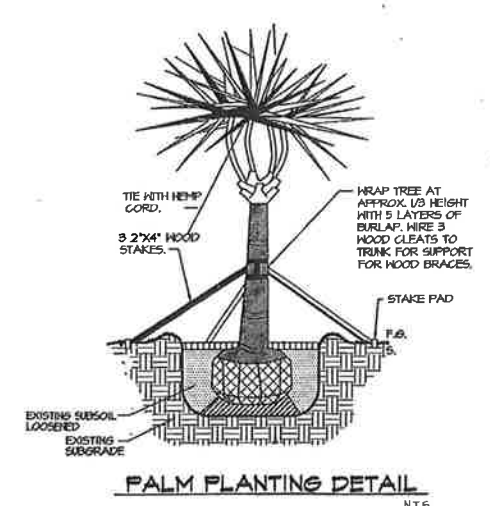


FED "ANT 2 1934"  
(6.93 (1/4" = 55')  
18.32 (1/4" = 29')

LOT 9  
BLOCK 1  
(RESIDENCE)



PLANT SCHEDULE:			
SYMBOL	QUANTITY	SPECIFICATIONS	COMMON NAME (GENUS)
	18	6' TALL/15 GAL	ARECA PALM (CHRYSAIDOCARPUS LUTECENS)
	2	6' TALL/15 GAL	COCONUT PALM (COCOS NUOIFERA)
	4	4.5' TALL/10 GAL	HIBISCUS (HIBISCUS ROSA-SINENSIS)
	13	3 GAL	FICUS 'GREEN ISLAND' (FICUS MICROCARPA 'GREEN ISLAND')



LANDSCAPE NOTES:

- CONTACT TOWN OF MELBOURNE BEACH FOR TREE ROOT PROTECTION INSPECTION IF REQUIRED PRIOR TO ANY LAND CLEARING, ALTERATION, OR COMMENCEMENT OF CONSTRUCTION INCLUDING GRADING AND FILLING.
- ALL PLANTINGS SHALL BE FLORIDA #1 GRADE OR BETTER, AS DEFINED BY THE GRADES AND STANDARDS FOR NURSERY PLANTS, 1998.
- ALL ON-SITE AREAS NOT IDENTIFIED FOR LANDSCAPING SHALL BE SODDED WITH ST. AUGUSTINE SOD EXCEPT DRY RETENTION SWALE AREAS. THEY SHALL BE SEEDED AND MULCHED OR SODDED WITH SAND-BASED ST. AUGUSTINE SOD. CONTRACTOR TO PROVIDE QUANTITY TAKE-OFFS. ALL SODDED AREAS OFF-SITE SHALL BE COMMON BERMUDA TYPE. CONTRACTOR TO PROVIDE QUANTITY TAKE-OFFS.
- LANDSCAPE PLANTS AND PLANTING METHODS SHALL MEET OR EXCEED ALL REQUIREMENTS HEREIN AND ALL TOWN OF MELBOURNE BEACH LAND DEVELOPMENT CODE REQUIREMENTS.
- USE 35# ARGENTINE BAHIA SEED/ACRE, MIXED WITH 20# OF MULCH/ACRE. INCLUDE GRANULAR SLOW-RELEASE FERTILIZER 16-4-8 IN THIS MIXTURE, PER MANUFACTURER'S RECOMMENDATION.
- THE LOCATION OF VEGETATION OR TREES SHALL NOT INTERFERE WITH UTILITY SERVICES OR CREATE AN UNSAFE VISUAL CLEARANCE OR OTHER SAFETY HAZARD TO THE EXTENT THAT CORRECTION CANNOT BE HANDLED BY TRIMMING.
- UPON FINAL INSPECTION, ANY PLANT THAT APPEARS TO BE DAMAGED OR IN SHOCK SO THAT IT IS NO LONGER FLORIDA GRADE #1 WILL BE REMOVED AND REPLACED WITH A HEALTHY PLANT OF THE SAME SPECIFIED TYPE AND SIZE.
- NEW PLANTS AND NEW BEDS ARE TO HAVE A 3" LAYER OF GRADE A FINE BARK MULCH, UNLESS OTHERWISE SHOWN TO HAVE RIVER ROCK MULCH. ALL TREES IN SOD AREAS ARE TO HAVE A 4" DIAMETER RING OF FINE BARK MULCH. INSTALL BARK MULCH IN ALL UTILITY/EQUIPMENT AREAS. INSTALL WEED CONTROL FABRIC UNDER ALL PINE BARK AND RIVER ROCK MULCH.
- ALL PLANTS ARE TO BE INSTALLED IN HOLES WHICH ARE TWICE THE WIDTH OF THE ROOT BALL. REMOVE EXCESSIVE DEBRIS AND BACKFILL PLANTS WITH LOOSE, EXCAVATED SOIL.
- INSTALL ALL PLANTS WITH PROPER SPACING AS INDICATED ON THE PLANT LIST. DO NOT INSTALL PLANTS IN LOCATIONS THAT ARE TOO CLOSE TO EQUIPMENT, PAVEMENT, CONCRETE, FENCES OVERHEAD WIRES, UTILITY STRUCTURES, LIGHTS, SPRINKLER HEADS OR VALVES. MAKE FIELD ADJUSTMENTS TO AVOID SUCH CONFLICTS CONSIDERING FUTURE GROWTH OF PLANTS. SPACING OF SHRUBS AND PLANTS FROM EDGE OF SOD OR EDGE OF CONCRETE IS TO BE A MINIMUM OF 2/3 OF THE SPECIFIED O.C. SPACING.
- THE LANDSCAPE CONTRACTOR SHALL PROTECT ALL MATERIALS AND WORK AGAINST INJURY FROM ANY CAUSES AND SHALL PROVIDE AND MAINTAIN ALL NECESSARY SAFEGUARDS FOR THE PROTECTION OF THE PUBLIC. HE SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY WHICH MAY OCCUR AS A RESULT OF HIS NEGLIGENCE IN THE PROTECTION OF THE WORK.
- SHOULD ANY OBJECTIONABLE MATERIALS SUCH AS OLD CONCRETE, BRICKS, OR OTHER DEBRIS BE ENCOUNTERED DURING PLANTING OPERATIONS, THEY SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH ALL OTHER PARTIES INVOLVED WITH THE JOB IN ORDER TO ELIMINATE UNNECESSARY COMPLICATION DURING THE INSTALLATION OF HIS WORK.
- ALL NEW PLANT MATERIALS, EXCEPT SOD, SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL INSPECTION AND INTERIM ACCEPTANCE, AND SHALL BE ALIVE AND IN SATISFACTORY GROWTH FOR EACH SPECIFIC KIND OF PLANT AT THE END OF THE GUARANTEE PERIOD. SOD SHALL BE GUARANTEED FOR A PERIOD OF 60 DAYS AND SEED FOR A PERIOD OF 90 DAYS FROM THE DATE FINAL REVIEW AND INTERIM ACCEPTANCE.
- DURING THE GUARANTEE PERIOD, ANY PLANT REQUIRED UNDER THIS CONTRACT THAT IS DEAD OR NOT IN SATISFACTORY GROWTH, AS DETERMINED BY THE PROJECT REPRESENTATIVE SHALL BE REMOVED. REPLACEMENTS SHALL BE MADE WITHIN TEN DAYS OF NOTICE TO THE LANDSCAPE CONTRACTOR.
- SPECIFICALLY EXCLUDED FROM THE GUARANTEE ARE DAMAGES RESULTING FROM NATURAL CAUSES SUCH AS FLOOD, LIGHTNING STRIKES, FREEZING RAINS OR WINDS OVER 60 MPH, DAMAGES FROM ACTS OF NEGLIGENCE ON THE PART OF THE PART OF THE OWNER OR OTHERS OCCUPYING THE SITE, FIRES, VANDALISM AND DESTRUCTIVE ANIMALS.
- THE SOD SHALL BE OF FIRM, TIGHT TEXTURE HAVING A COARSE GROWTH OF GRASS WITH GOOD ROOT DEVELOPMENT. IT SHALL CONTAIN NO WEEDS, OR ANY OTHER OBJECTIONABLE VEGETATION. THE SOIL EMBEDDED IN THE SOD SHALL BE GOOD CLEAN EARTH, FREE FROM STONES AND DEBRIS. THE SOD SHALL BE FREE FROM FUNGUS, VERMIN AND OTHER DISEASES. SOD SHALL BE AS SPECIFIED ON PLANS.
- GRASS SEED SHALL BE ARGENTINE BAHIA WITH A MINIMUM PURITY OF 85%, MINIMUM GERMINATION OF 80% AND WEED CONTENT NOT TO EXCEED ONE-HALF PERCENT (1/2%). A COVER GRASS SHALL BE MIXED WITH THE BAHIA SEED AS FOLLOWS:  
1. MARCH - OCTOBER: 2/3 BAHIA AND 1/3 BROWN TOP MILLET.
- STAKES AND GUYS: PROVIDE STAKES AND DEADMEN OF SOUND NEW HARDWOOD, TREATED SOFTWOOD, OR REDWOOD, FREE OF KNOT HOLES AND OTHER DEFECTS. PROVIDE WIRE TIRES AND GUYS OF 3-STRAAND, TWISTED, FLUABLE GALVANIZED IRON WIRE NOT LIGHTER THAN 12 GA. WITH ZINC COATED TURNBUCKLES. PROVIDE NOT LESS THAN 1/2" DIAMETER RUBBER OR PLASTIC HOSE, CUT TO REQUIRED LENGTHS AND OF UNIFORM COLOR, MATERIAL AND SIZE TO PROTECT TREE TRUNKS FROM DAMAGE BY WIRES.
- ALL PLANTS EXCEPT AS OTHERWISE SPECIFIED, SHALL BE CENTERED IN PITS AND SET ON COMPACTED TOP SOIL TO SUCH A DEPTH THAT THE FINISHED GRADE LEVEL AT THE PLANT AFTER SETTLEMENT WILL BE THE SAME AS THAT AT WHICH THE PLANT WAS GROWN. NO BURLAP SHALL BE PULLED OUT FROM UNDER BALLS. ROOTS SHALL BE SPREAD IN THEIR NORMAL POSITION. ALL BROKEN OR FRAYED ROOTS SHALL BE CUT OFF CLEANLY. SOIL SHALL BE PLACED AND COMPACTED THOROUGHLY, AVOIDING INJURY AND SHALL BE SETTLED BY WATERING. NO FILLING ROUND TRUNKS WILL BE PERMITTED.
- NEW PLANTING SHALL BE SO SET THAT THE FINAL LEVEL OF GROUND AROUND THE PLANTS SHALL CONFORM TO SURROUNDING GRADES, OR AS OTHERWISE SPECIFIED.
- SOD SHALL BE LAID WITH CLOSELY ADJUTING JOINTS WITH A TAMPERED OR ROLLED EVEN SURFACE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO BRING THE SOD EDGE IN A NEAT-CLEAN MANNER TO THE EDGE OF ALL PAVING AND SHRUB AREAS. AFTER THE SOD IS LAID, A TOP DRESSING OF CLEAN SAND SHALL BE EVENLY APPLIED OVER THE ENTIRE SURFACE AND THOROUGHLY WASHED, (IF DETERMINED NECESSARY BY ENGINEER. NOTE! SAND WILL NOT BE REQUIRED ON PROPERLY LAID SOD).
- SUBMIT TYPEWRITTEN INSTRUCTIONS RECOMMENDING PROCEDURES TO BE ESTABLISHED BY OWNER FOR MAINTENANCE OF LANDSCAPE WORK FOR ONE FULL YEAR. SUBMIT PRIOR TO EXPIRATION OF REQUIRED MAINTENANCE PERIOD.
- HEREIN LANDSCAPE NOTES AND INFORMATION ARE PROVIDED FOR GENERAL PURPOSES, IN INSTANCES THAT THIS CODE CONFLICTS OR OMMITS INFORMATION DETAILED BY BREVARD COUNTY NOTES AND CODE REQUIREMENTS, BREVARD COUNTY DETAILS AND SPECIFICATIONS SHALL SUPERSEDE.
- PROVIDE ROOT BARRIER PROTECTION FOR ANY TREES ADJACENT TO SIDEWALKS WHERE AT LEAST AN 8" SETBACK FROM THE EDGE OF SIDEWALK CANNOT BE MAINTAINED.
- ACTUAL TREE AND SHRUB LOCATIONS CAN BE SLIGHTLY ADJUSTED AT TIME OF LANDSCAPE INSTALLATION TO AVOID GROWTH INTERFERENCE WITH CURBING, PAVEMENT AND NEARBY UTILITIES.
- ANY CHANGES TO THE APPROVED LANDSCAPE AND/OR CLEARING PLAN WILL BE CONFIRMED IN WRITING THROUGH THE TOWN OF MELBOURNE BEACH PRIOR TO PLANTING.
- EXISTING TREE LOCATIONS AND PROPOSED TREE LOCATIONS WERE PROVIDED BY OWNER AND BUILDER. ACCURACY IS NOT GUARANTEED BY ENGINEER OF RECORD. GRADING SHALL BE AROUND TREES TO MAINTAIN ALONG PROPERTY LINE AS MUCH AS PRACTICABLE. IN LOCATIONS OF CONFLICT WITH DRAINAGE FACILITIES TREE REMOVAL SHALL BE REQUESTED AND REVIEWED BY TOWN OF MELBOURNE BEACH. CONTACT ENGINEER OF RECORD FOR EVALUATION OF ANY IMPACTS OR REVISIONS TO DRAINAGE CONTOURS PRIOR TO CONSTRUCTION.
- AUTOMATIC SPRINKLER SYSTEM SHALL BE DESIGNED AND INSTALLED BY IRRIGATION CONTRACTOR FOR ALL PERVIOUS AREAS ON-SITE. IRRIGATION CONTRACTOR SHALL COORDINATE ELECTRICAL SERVICE AS NEEDED, AND PROVIDE 100% COVERAGE WITH AUTOMATIC CONTROLLER AND RAIN SENSOR. PROVIDE A WELL FOR IRRIGATION SOURCE (PERMIT BY OTHERS) WELL CONTRACTOR TO CONFIRM REQUIREMENTS FOR NEEDED FLOW BUT ESTIMATED SYSTEM TO INCLUDE 1.5 HP PUMP WITH APPROXIMATELY 4 ZONES.

CURVE TABLE  
C1-D=111°15'20"  
R=25.00'

LANDSCAPE PLAN  
1"=10'

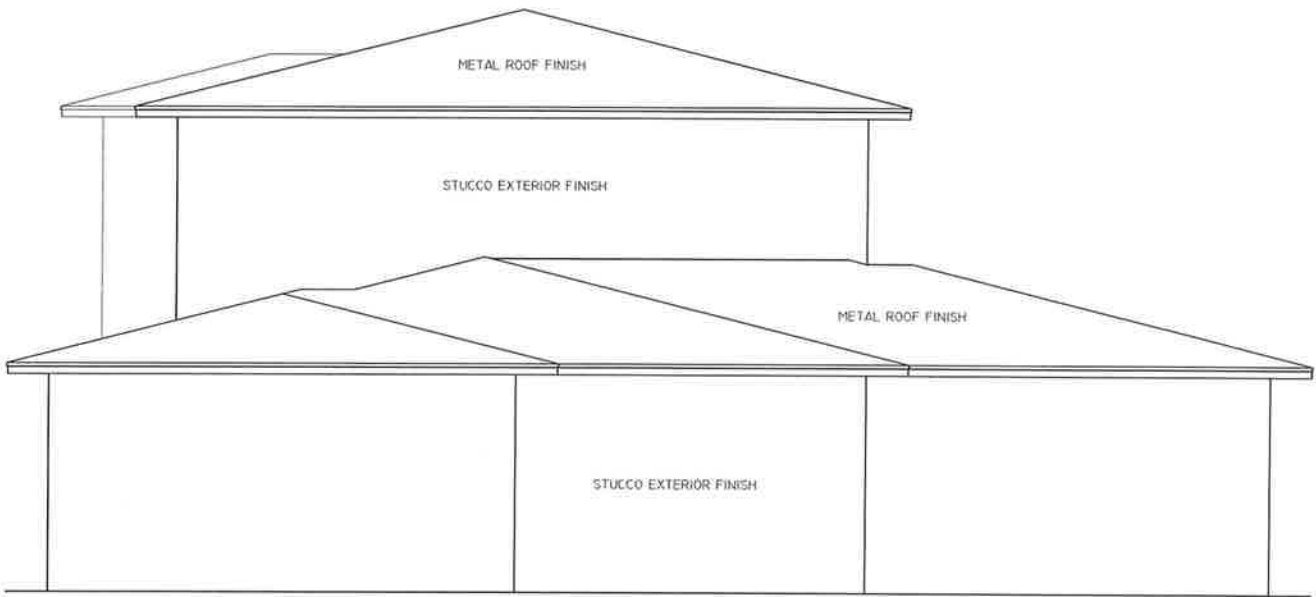
TRAUGER  
CONSULTING ENGINEERS  
2210 Front Street, Ste 204, Melbourne, FL 32901  
email - erin.trauger@gmail.com direct - (321) 652-5316

REDWOOD RESIDENCE  
2204 REDWOOD AVENUE  
MELBOURNE BEACH, FL  
LANDSCAPE PLAN

DATE: 11-7-2022  
SECTION: 08  
TOWNSHIP: 28  
SCALE: 1"=10'  
DRAWING NO. L-1  
PROJECT:



FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION  
SCALE: 1/4" = 1'-0"

- GENERAL NOTES
1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER/BUILDER IS RESPONSIBLE FOR COMMON CONSTRUCTION PRACTICES.
  2. THE CONTRACTOR/OWNER/BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNERS PRIOR TO CONSTRUCTION.
  3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/OWNER/BUILDER TO CORRESPOND WITH THE FIRM ENGINEERED TRUSS LAYOUT.
  4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.
- DO NOT SCALE DRAWINGS

DESIGN CRITERIA	
FULLY ENCLOSED	
WIND SPEED	160 MPH
EXPOSURE	D
BUILDING CATEGORY	TWO (2)


THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY EDWARD F. SHINSKIE, PE ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY.

REVISIONS

ISSUED BY: ***
***
***
***

2115 PALM BAY ROAD STE. 6  
PALM BAY, FL 32909  
TEL: (321) 724-0740  
FAX: (321) 944-4206  
EMAIL: DFRICHETTE350@CFLRR.COM

  
ENGINEERING AND DESIGN CONCEPTS, INC.

-SFR FOR-

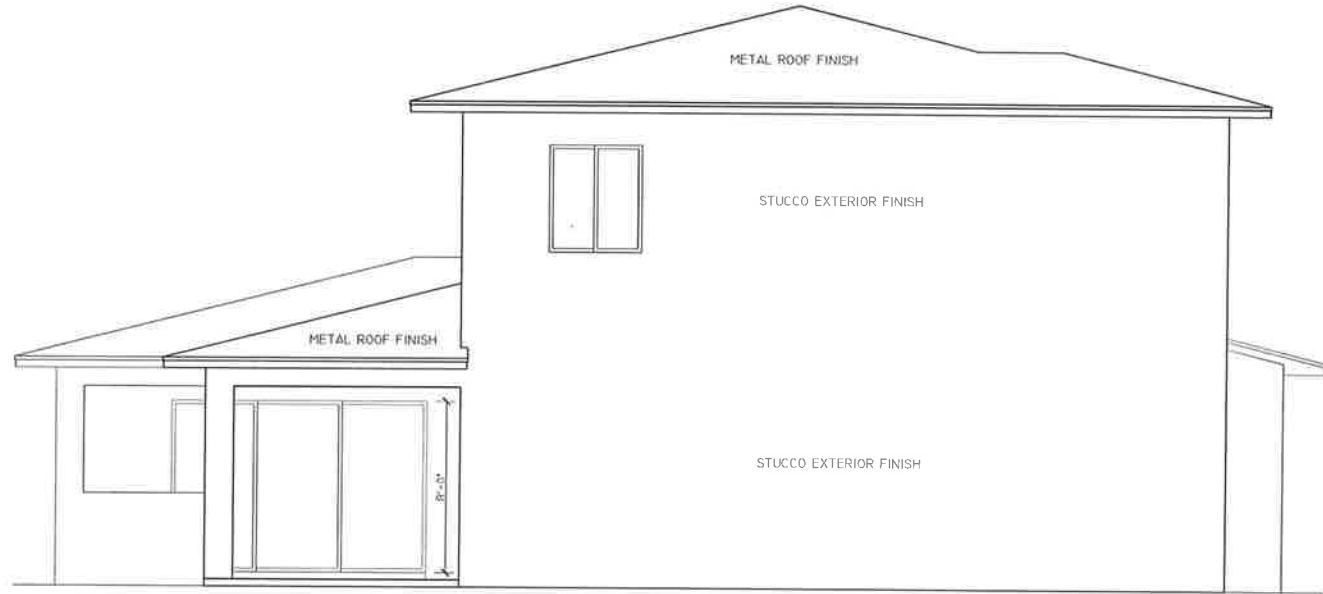
2204 REDWOOD AVE.  
MELBOURNE BEACH FL 32951

GW

PROPERTIES

AI

SHEET 1 OF \*  
DRAWN BY:  
DANIEL FRECHETTE



LEFT ELEVATION  
SCALE: 1/4" = 1'-0"



REAR ELEVATION  
SCALE: 1/4" = 1'-0"

- GENERAL NOTES
1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER/BUILDER IS KNOWLEDGEABLE OF COMMODITY CONSTRUCTION PRACTICES.
  2. THE CONTRACTOR/OWNER/BUILDER SHALL BE RESPONSIBLE FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNERS PRIOR TO CONSTRUCTION.
  3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/OWNER/BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED TRUSS LAYOUT.
  4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.
- DO NOT SCALE DRAWINGS

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REVISIONS	
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2115 PALM BAY ROAD STE. 6  
PALM BAY, FL 32905  
TEL: (321) 724-0740  
FAX: (321) 914-4206  
EMAIL: DPRECHETTE1350@CFLRR.COM



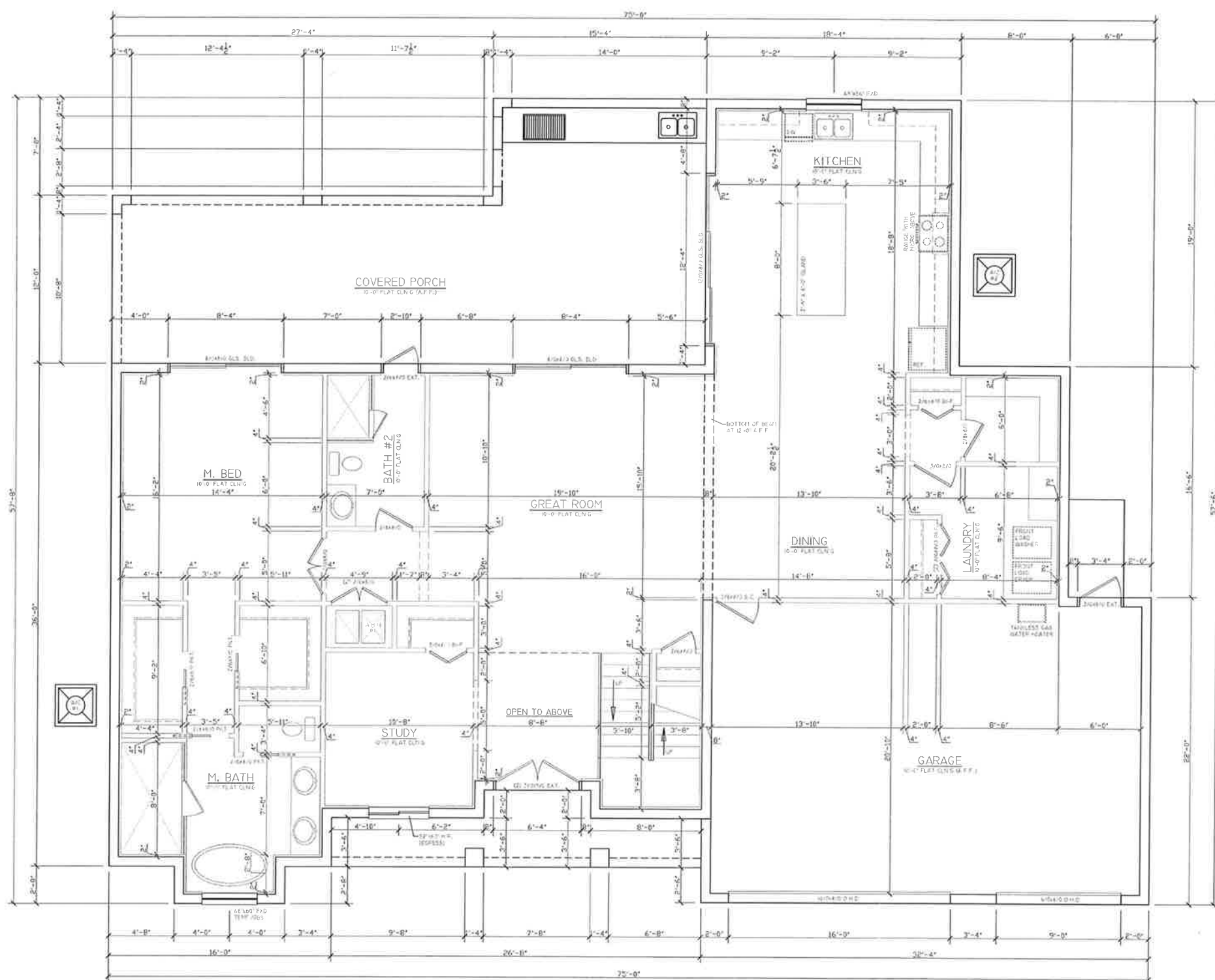
**EDC**  
ENGINEERING AND DESIGN CONCEPTS, INC.

-SFR FOR-  
2204 REDWOOD AVE.  
MELBOURNE BEACH FL 32951

GW  
PROPERTIES

A2

SHEET 2 OF \*  
DRAWN BY:  
DANIEL FRECHETTE



1ST LEVEL FLOOR PLAN  
SCALE: 1/4" = 1'-0"

- GENERAL NOTES:
1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACT/OWNER/BUILDER IS KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
  2. THE CONTRACT/OWNER/BUILDER SHALL REVIEW DRAWINGS FOR ALL SACS AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNERS PRIOR TO CONSTRUCTION.
  3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACT/OWNER/BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED TRUSS LAYOUT.
  4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.
- SEE NEXT SCALE DRAWINGS

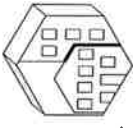
AREA TABULATION (7-11-22)	
1ST LEVEL LIVING	2257 SQ.FT.
2ND LEVEL LIVING	1268 SQ.FT.
TOTAL LIVING	3525 SQ.FT.
GARAGE	688 SQ.FT.
ENTRY	110 SQ.FT.
COVERED PORCH	620 SQ.FT.
TOTAL	4943 SQ.FT.

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REVISIONS

2115 PALM BAY ROAD STE. 6  
PALM BAY, FL 32905  
TEL: (321) 724-0740  
FAX: (321) 914-4206  
EMAIL: DFRECHETTE1350@CLL-PR.COM



EDC  
ENGINEERING AND DESIGN CONCEPTS, INC.

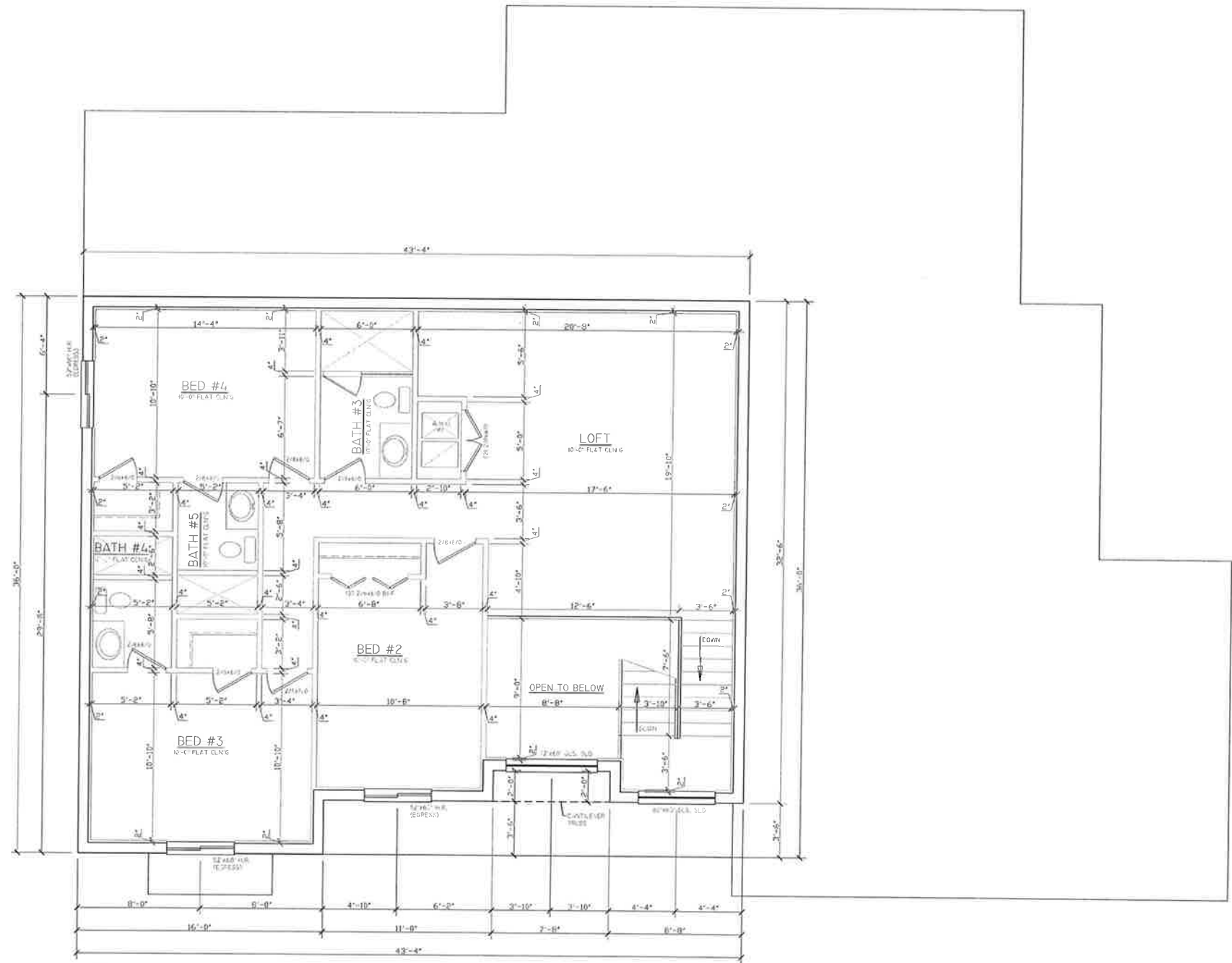
-SFR FOR-  
2204 REDWOOD AVE.  
\*\*\*

GW  
PROPERTIES

A3

SHEET 3 OF \*  
DRAWN BY: DANIEL FRECHETTE





2ND LEVEL FLOOR PLAN  
SCALE: 1/4" = 1'-0"

- GENERAL NOTES
1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER/BUILDER IS KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
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- DO NOT SCALE DRAWINGS

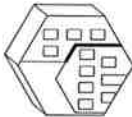
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REVISIONS

1	
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2115 PALM BAY ROAD STE. 6  
PALM BAY, FL 32905  
TEL. (321) 724-0740  
FAX. (321) 914-4206  
EMAIL: DFFRECHETTE@FLORIDA.COM

**EDC**  
ENGINEERING AND DESIGN CONCEPTS, INC.

-SFR FOR-

2204 REDWOOD AVE.  
MELBOURNE BEACH FL 32951

GW

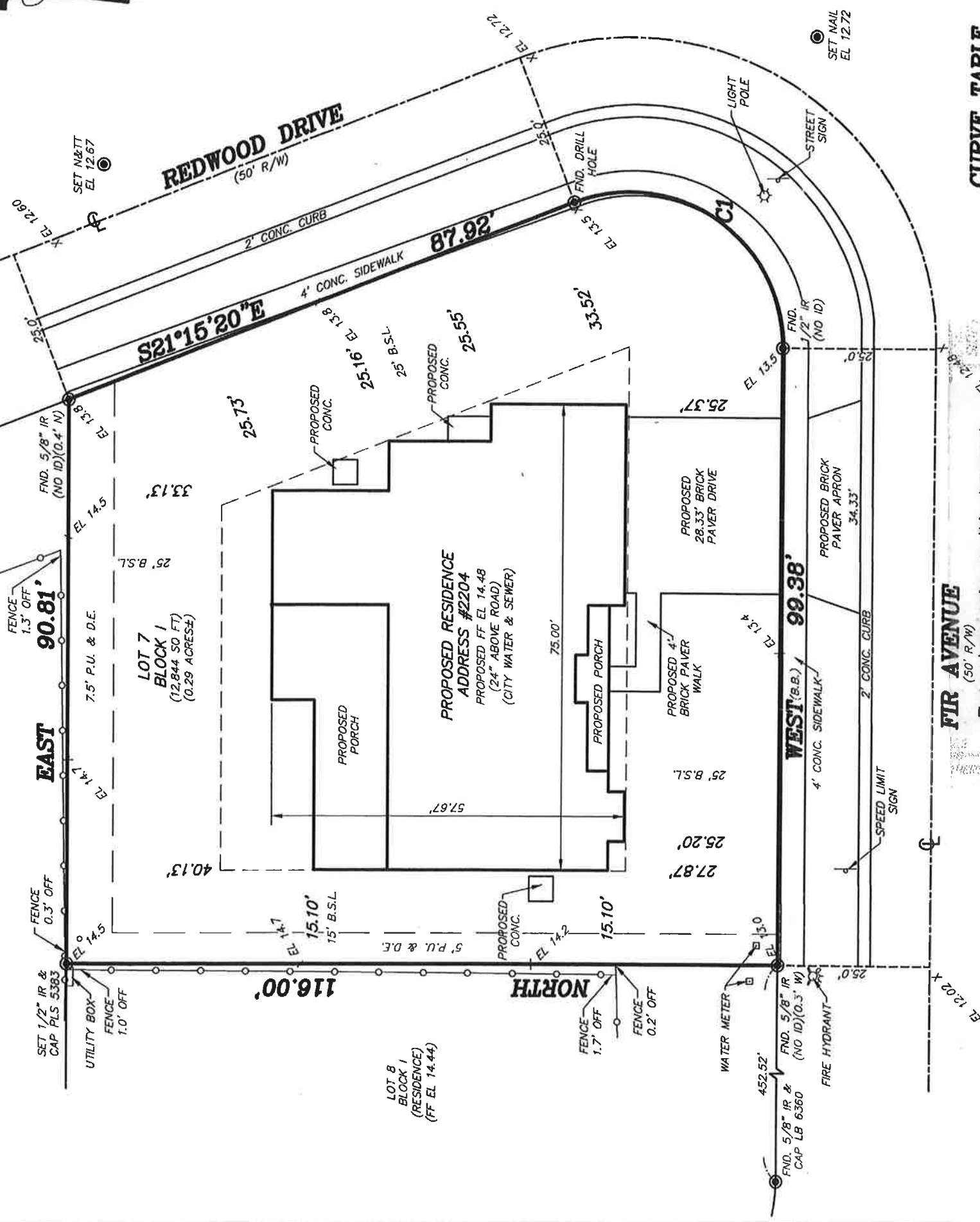
PROPERTIES

A4

SHEET 4 OF 5  
DRAWN BY:  
DANIEL FRECHETTE

PROJECT BENCHMARK  
NGS BENCHMARK ANT 2  
PID: AK4032  
TRIANGULATION STATION DISK  
IN CONCRETE MONUMENT  
STAMPED "ANT 2 1934"  
EL 16.93 (NAVD 88)  
EL 18.37 (NGVD 29)

LOT 6  
BLOCK 1  
(RESIDENCE)



### FIR AVENUE

(50' R/W)

The seal appearing on this document  
was authorized by Andrew W. Powshok,  
P.L.S. No. 5383, on 11-7-2022

This item has been electronically signed  
and sealed by Andrew W. Powshok, PLS  
No. 5383 using a digital signature  
on 11-7-2022

SURVEY PREPARED FOR:  
GW PROPERTIES  
GREGORY ZIMMERMAN

DESCRIPTION: LOT 7, BLOCK 1, MELBOURNE BEACH SOUTH, ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 19, PAGES 53-54, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CURVE TABLE  
C1-D=111'15"20"  
R=25.00'  
L=48.54'

# AAL LAND SURVEYING SERVICES, INC.

ACCORDING TO F.I.R.M.  
#12009C 0616 H, DATED  
JANUARY 29, 2021 THIS  
PROPERTY IS LOCATED  
WITHIN FLOOD ZONE X.

TYPE OF SURVEY:  
BOUNDARY

SCALE: 1" = 20'

PLOT PLAN: 11-07-22  
FIELD DATE: 05-09-22

SECTION 08,  
TOWNSHIP 28 SOUTH,  
RANGE 38 EAST

PROJECT #47097

### GENERAL NOTES:

- THIS SURVEY AND DRAWING HAS BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
- THIS SURVEY AND DRAWING IS FOR THE SOLE USE AND BENEFIT OF THE PARTIES NAMED HEREON AND FOR THE SPECIFIC PURPOSE AS NOTED, AND SHOULD NOT BE RELIED UPON BY ANY OTHER ENTITY, AND IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.
- THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF THE SURVEYOR, AND ANY REPRODUCTION OF THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE SURVEYOR IS HEREBY FORBIDDEN.
- NO OPINION OF TITLE OR OWNERSHIP IS HEREBY EXPRESSED OR IMPLIED BY THE SURVEYOR.
- THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR BY THE CLIENT, AND MAY BE SUBJECT TO EASEMENTS OR LIMITATIONS EITHER RECORDED OR IMPLIED.
- BEARINGS ARE BASED ON AN ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.
- NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN.
- ELEVATIONS, IF SHOWN, ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
- "NO WELLS" AND "NO SEPTICS" ARE DEFINITIONS TO SHOW AN ATTEMPT BY THE SURVEYOR TO LOCATE POSSIBLE EXISTING WELLS AND SEPTICS. HOWEVER NONE WERE FOUND USING STANDARD SURVEY LOCATING EQUIPMENT.

3970 MINTEL 9020, WEST MELBOURNE, FL 32904 L.B. #6623  
PHONE: (321) 255-1561, (321) 952-9771 EMAIL: [frontdesk@aalsurvey.com](mailto:frontdesk@aalsurvey.com)

Andrew W. Powshok  
No. 5383  
P.L.S. No. 5383

DATE: 2022.11.08  
TIME: 05:05:00

DANIEL D. GARNER  
P.L.S. No. 6189

LEGEND	
(B.B.)	BEARING BASIS
B.S.L.	BUILDING SETBACK LINE
CB	CHORD BEARING
CH	CHORD LENGTH
C	CENTERLINE
C.M.P.	CONCRETE MONUMENT
CONC.	CORRUGATED METAL PIPE
(D)	DEED
D	DELTA
D.E.	DRAINAGE EASEMENT
EL	ELEVATION
EP	EDGE OF PAVEMENT
FF	FINISH FLOOR
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
L	ARC LENGTH
LB	LICENSE BUSINESS
(M)	MEASURED
N&D	NAIL AND DISK
N&TT	NAIL AND TIN TAB
OHW	OVERHEAD WIRE
PLAT	PLAT
PC	POINT OF CURVATURE
PLS	PROFESSIONAL LAND SURVEYOR
P.O.L	POINT ON LINE
PP	POWER POLE
PT	POINT OF TANGENCY
P.U.	PUBLIC UTILITY
R	RADIUS
R.C.P.	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
XXX	PROPOSED GRADE



# TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

## Site Plan Review

### Applicable Codes

Town of Melbourne Beach Land Development Code  
2020 Florida Building Code

Date: 11/22/2022  
Owner: BRUNSSON, CARL  
Owner Address: 513 MAGNOLIA AVENUE MELBOURNE BEACH FL 32951  
Site Address: 513 MAGNOLIA AVENUE MELBOURNE BEACH FL 32951  
Parcel ID: 28-38-06-75-4-8  
Zoning: 2RS

Proposed Project: New single-story single-family dwelling.  
References: Town of Melbourne Beach Code of Ordinances: 7A-32.

Request: Approval by Planning and Zoning Board, Town Commission for construction of a new single-story single-family dwelling.

Staff Review: The property lies in Zoning District 2RS

- 1). Project is construction of a new single-story single-family dwelling in place of existing home that has a demolition permit in place
- 2). The Building Lot Zoning District requirements of min. lot area, width and depth.  
Lot area is 12,881 sq. ft. (min. 11,250sq. ft.)  
Lot width is 112 ft. (min. 90 ft.)  
Lot depth is 115 ft. (min. 100 ft.)
- 3). Lot coverage has a maximum of 30% for principle structure .  
Lot coverage per plan is 26.7 % Footprint of Primary Structure is 3438 sq. ft.  
Max allowed for Primary Structure is 3,864.3 sq. ft. for Lot Area of 12,881 sq. ft.  
Minimum pervious area per lot is 30%. Pervious area is 67.4 %
- 4). Structure maximum height for zoning district is 28 ft.  
Single-story single family dwelling proposed height is 16 feet ½ inch  
Flood Zone X

**5). Zoning District Setback requirements**

**Proposed Single-story single-family dwelling Front Setback is 25.66 (min 25 ft)**

**Proposed Single-story single-family dwelling East side setback is 15.33 (min 15 ft)**

**Proposed Single-story single-family dwelling West side setback is 15.34 (min 15 ft)**

**Proposed Single-story single-family dwelling Rear setback to the 10 foot easement is 27 ft on the South East corner and 29 ft on the South West corner**

**6). Sediment and Erosion control measures shall be met and approved by the Building Official in accordance with the Town of Melbourne Beach Code of Ordinances (27-28) and Florida Building Code (3307.1).**

**7). On-site Storm water Retention Control measures shall be met and approved by the Building Official in accordance with the Town of Melbourne Beach Code of Ordinances (27-28) and the Florida Building Code (3307.1). Topographic maps may be required. Minimum Landscaping Standards shall be met.**

**Based on the above review, I find the proposed site plan for the referenced property is in compliance with The Town of Melbourne Beach Code of Ordinances.**



**Robert Bitgood  
Building Official**

IMPERVIOUS		PERVIOUS	
Primary Structure	3438	Shed space	0
Pool	0	Open areas	9032
Decks	0	Other	
Driveway	355		
Accessory Bldg	0		
Concrete areas	0	<b>TOTAL PERVIOUS</b>	<b>9032</b>
Pavers areas	411		
Other			
<b>TOTAL IMPERVIOUS</b>	<b>4204</b>		
		<b>Lot Total Sq Footage</b>	<b>12881</b>
		<b>TOTAL % PERVIOUS</b>	<b>67.40%</b>



## TOWN OF MELBOURNE BEACH DEVELOPMENT APPLICATION

### I. SUBMITTAL REQUIREMENTS:

1. Fees per current schedule.
2. Deed to property.
3. Pre-Application meeting is mandatory. Contact the Building Official or Building Clerk to submit information required and to schedule a pre-application meeting.
4. Application deadlines are determined annually by the Boards and will be provided at the pre-application meeting.
5. All applicants must complete pages 1-3 and the section(s) as applicable to the request (refer to section II. below). All materials listed in the applicable sections must be provided, and fees paid.

### II. REQUEST:

- |  |  |
|--|--|
| <input type="checkbox"/> Land Use Plan Amendment                                   | <input type="checkbox"/> Rezoning  |
| <input type="checkbox"/> Special Exception   | <input type="checkbox"/> Coastal Construction Variance                     |
| <input type="checkbox"/> Variance  | <input type="checkbox"/> Appeal (Application must be filed within 30 days) |
| <input checked="" type="checkbox"/> Site Plan Review Single Family (1RS, 2RS, 3RS) | <input type="checkbox"/> Site Plan Review Multifamily (4RM, 5RMO)          |
| <input type="checkbox"/> Site Plan Review Commercial (6B, 7C, 8B, 9I)              | <input type="checkbox"/> Amendment to the Land Development Code            |
|  | <input type="checkbox"/> Other (specify) _____                             |

### III. PROPERTY INFORMATION:

General Location: 513 MAGNOLIA AVE, MELBOURNE BEACH FL 32951

Address: 513 MAGNOLIA AVE, MELBOURNE BEACH FL 32951

Parcel Number(s): 28-38-06-75-4-8

Area (in acreage): 0.30 Area (in square feet): 13,068

Current Zoning: \_\_\_\_\_ Proposed Zoning: \_\_\_\_\_

Current Future Land Use: \_\_\_\_\_ Proposed Future Land Use: \_\_\_\_\_

Brief Description of Application: CONSTRUCTION OF NEW SINGLE FAMILY

ONE STORY HOME

Date of Mandatory Pre-Application Meeting (attach meeting minutes if applicable): \_\_\_\_\_

**IV. APPLICANT INFORMATION:**

Property Owner

Name: CARL BRUNOSSONPhone: 321 - 720 - 8021Address: 1710 ATLANTIC ST. UNIT 54

Fax: \_\_\_\_\_

MELBOURNE BEACH FL 32951Email: CBRUNOSSON@GMAIL.COM

Applicant (if other than property owner)

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**V. OWNER AUTHORIZATION:\***

The undersigned hereby affirms the following:

1. That I/we are the fee simple title owner/contract purchaser (circle one) of the property described in this application.
2. That I/we have read and understands the entire application and concurs with the request.
3. That I/we have appointed the Applicant to represent the application, and empowers the Applicant to accept any and all conditions of approval imposed by the Town of Melbourne Beach.

Signature: Date: 11/8/22Print Name: CARL BRUNOSSONTitle: OWNER

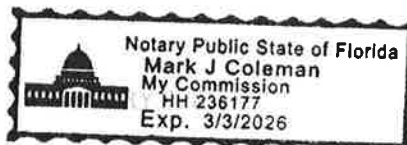
\*Must sign in front of notary.

State of Florida

County of Brevard.

The foregoing application is acknowledged before me  
 this 8th day of NOV, 2022, by CARL BRUNOSSON,  
 who is/are personally known to me or who has/have produced \_\_\_\_\_  
 as identification.

  
 Signature of Notary Public, State of Florida



**VI. APPLICANT CERTIFICATION:\***

I/we affirm and certify that I/we understand and will comply with the land development regulations of the Town of Melbourne Beach, Florida. I/we further certify that the application and support documents are fully complete and comply with the requirements of the land development regulations of the Town of Melbourne Beach, Florida. I/we further certify that the statements and/or diagrams made on any paper or plans submitted here with are true to the best of my/our knowledge and belief that this application, attachments and application filing fees become part of the official public record of the Town of Melbourne Beach, Florida and are not returnable or refundable.

Under penalties of perjury, I/we declare that I/we have read the foregoing application and that to the best of my/our knowledge and belief the facts stated in the application are true.

Signature: Date: 11/8/22Print Name: CARL BRUNOSSONTitle: OWNER

\*Must sign in front of notary.

State of Florida

County of Brevard.

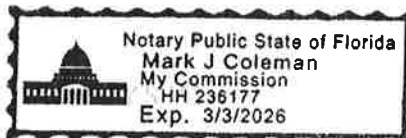
The foregoing application is acknowledged before me

this 8th day of NOV, 2022, by CARL BRUNOSSON

who is/are personally known to me, or who has/have produced \_\_\_\_\_ as identification.



Signature of Notary Public, State of Florida

**VII. PROJECT DESCRIPTION:**Describe Application: CONSTRUCTION OF NEW SINGLE FAMILYONE STORY HOME.

Provide attachment if more space is needed.

Describe Existing Conditions: CURRENTLY AN EXISTING HOME THATHAS A DEMOLITION PERMIT IN PLACE.

Provide attachment if more space is needed.



Headquarters  
11345 U.S. Highway 1  
Sebastian, FL. 32958  
Orlando  
723 Progress Way  
Sanford, FL. 32771



Mailing  
P.O. Box 78-1377  
Sebastian, FL. 32978  
Phone: 772-589-0712  
C.A. # 5693  
KSMengineering.net

Grounded Builds  
Carl Brunosson  
203 E. New Haven Avenue  
Melbourne, FL 32901

October 26, 2022

**Re: 513 Magnolia Avenue  
Melbourne Beach, Florida  
KSM Project #: 2209231-p**

Dear Mr. Brunosson:

As requested, KSM performed a site investigation at the proposed site. The tests and observations noted in this report were performed to evaluate the drainage characteristics of the soils discovered in the test location.

Usual Open-Hole Test (in-field) – At the test location, an in-field permeability test was performed in general conformance with the South Florida Water Management District described procedures for the 'Usual Open-Hole Test' method. The results of the in-field test can be found in Table 1:

<b>Table 1 - Usual Open-Hole Test Results</b>	
<b>Test Location (See Location Plan)</b>	<b>Hydraulic Conductivity (CFS/SF- Ft Head)</b>
P-1	$3.6 \times 10^{-4}$

NOTES:

- 1) The above hydraulic conductivity values are for a French drain installed to the same depth as the borehole tests. The designer should apply the appropriate factor of safety.
- 2) A hole diameter of 3" was used in the computation of the Hydraulic Conductivity values presented in the above table.

Constant Head Permeability Test (in-lab) - The horizontal and vertical permeability flow rates were determined by excavating a test pit adjacent to the soil profile and obtaining undisturbed shelly tube samples. We then performed constant head permeability tests on the field samples in our laboratory in general accordance with ASTM D 2434. Table 2 indicates the horizontal and vertical flow rates for the test location.

<b>Table 2 - Constant Head Permeability Results (ASTM D2434)</b>			
<b>Test Location (See Location Plan)</b>	<b>Horizontal Flow Rate (in/hr)</b>	<b>Vertical Flow Rate (in/hr)</b>	<b>Layer Depth (in)</b>
P-1	15.0	13.8	8 - 40
	11.0	10.0	40 - 60

Estimated Normal Wet Season & Dry Season Water Table – Table 3 indicates the observed water table and our estimated normal wet season water table and normal dry season water table for the test location. This estimate is based upon our interpretation of existing site conditions and a review of the USDA Soil Survey for Brevard County, Florida.

The majority of the site soils are mapped as 25—Canaveral-Palm Beach-Urban land complex, according to the Soil Survey Map of Brevard County, Florida.

<b>Table 3 - Water Table Observations</b>			
<b>Test Location (See Location Plan)</b>	<b>Observed Water Table</b>	<b>Estimated Wet Season Water Table</b>	<b>Estimated Dry Season Water Table</b>
P-1, PHA-1	1.7' Below Grade	1.7' Below Grade	4.7' Below Grade

The soils in the test location can be classified in accordance with Chapter 7, Part 630 of the USDA National Engineering Handbook as follows:

<b>Table 4 – Hydrologic Soil Group Classification</b>	
<b>Test Location (See Location Plan)</b>	<b>Hydrologic Soil Group</b>
P-1	A/D

#### Porosity:

The material we encountered in the field was fine grained sand which was loose in density so a value of 0.37 can be used as an estimated porosity value.

This estimate is based upon our interpretation of existing site conditions and our experience with the porosity of similar materials. If the in-site field porosity of any layer is required, please contact our office for further investigation.

#### Closure:

**Recommendations and Opinions** – The Designated Engineer of Record should attach this report to the Final Report that is part of the Permit.

The estimated aquifer parameters are based, in part, on our understanding of published peer reviewed resources and our interpretations and evaluations of the discoveries of our site investigation and lab results. If additional geotechnical parameters or recommendations are desired, please contact our office. Upon request KSM will provide a scope and fee for any requested additional services.

513 Magnolia Avenue  
Melbourne Beach, Florida  
KSM Project #: 2209231-p



**Closure** – This report has been prepared in accordance with generally accepted soil engineering practices based on the results of the test borings and our laboratory testing. The procedural standards noted in this report are in reference to methodology in general. In some cases, variations to methods were applied because of local practice or professional judgement. No warranties, either expressed or implied, are intended or made. This report does not reflect any variations which may occur between the borings. If variations appear evident during the course of construction, it would be necessary to re-evaluate the information presented in this project.

Environmental conditions, wetland delineation, karst activity, water quality, and/or municipal requirements are not a part of this report.

We are pleased to be of assistance to you in this phase of your project. When we may be of further service to you or should you have any questions, please feel free to contact the office.

Respectfully,



This item has been electronically signed and sealed by Cody Clawson, P.E. FL Lic. 91598 on the date stated directly to the right using a digital signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally  
signed by  
Cody C  
Clawson  
Date:  
2022.10.28  
16:37:25  
-04'00'

Robert Maxwell  
Robert T. Maxwell, E.I.  
Geotechnical Engineer  
Florida E.I. No. 1100024249

Cody C. Clawson, P.E.  
Geotechnical Engineer  
Florida Lic. No. 91598

CCC/cv/RTM  
Email to: cbrunsson@gmail.com; erin.trauger@gmail.com

**KSM**

KSM Engineering & Testing  
P.O. Box 78-1377  
Sebastian, FL 32978  
Tel: (772)-589-0712  
Fax: (772)-589-6469

**BORING NUMBER PHA-1**

PAGE 1 OF 1

CLIENT Grounded BuildsPROJECT NAME 513 Magnolia AvenuePROJECT NUMBER 2209231-pPROJECT LOCATION Melbourne Beach, FloridaDATE STARTED 10/19/22COMPLETED 10/19/22

GROUND ELEVATION \_\_\_\_\_ HOLE SIZE \_\_\_\_\_ inches

DRILLING CONTRACTOR \_\_\_\_\_

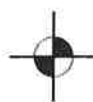
GROUND WATER LEVELS:

DRILLING METHOD \_\_\_\_\_

▽ AT TIME OF DRILLING 1.7 ftLOGGED BY DPCHECKED BY CCCAT END OF DRILLING ---NOTES See Attached Location PlanAFTER DRILLING --

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	PENETROMETER	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲
								20 40 60 80
0								PL MC LL
		Brown Sand with Traces of Roots						20 40 60 80
		▽ Light Gray Sand						□ FINES CONTENT (%) □
								20 40 60 80
		Brown Sand						
5								

Bottom of borehole at 5.0 feet.



## LOCATION OF SOIL TESTING

PROJECT: 513 Magnolia Avenue, Melbourne Beach, Florida

SHEET 1 OF 2

PERMIT #:

PROJECT #: 2209231-p

**KSM** ENGINEERING  
**KSM** AND TESTING

DRAWN BY: C.V.

DESIGNED BY: C.C.C.

DATE: 20221024

SCALE: NOT TO SCALE



## **USDA SOILS SURVEY**

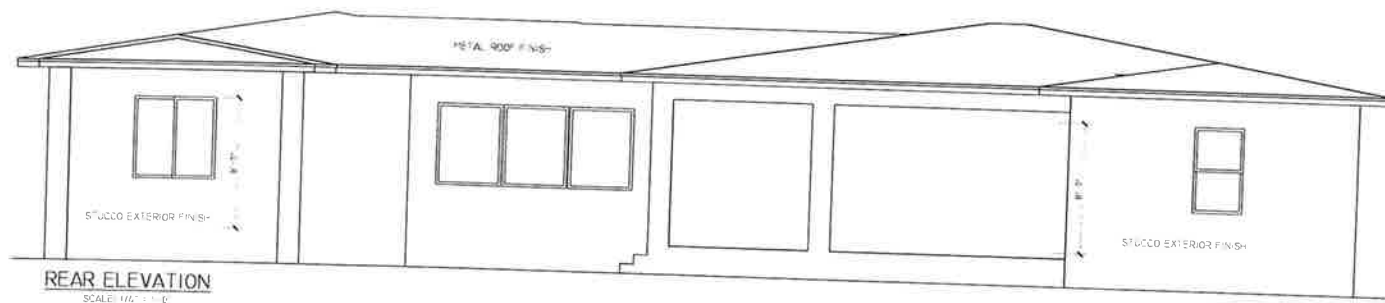
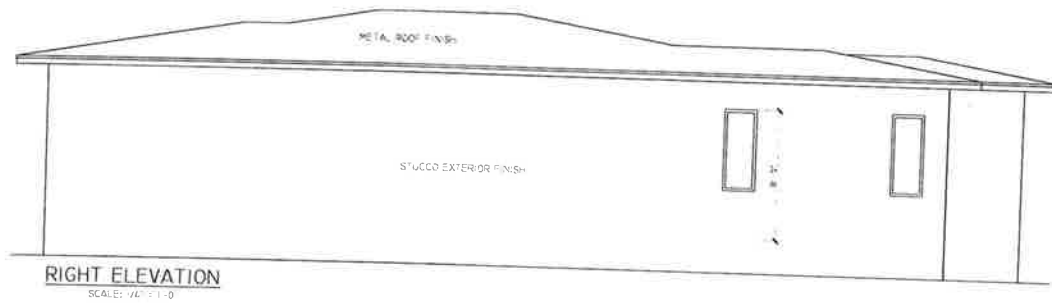
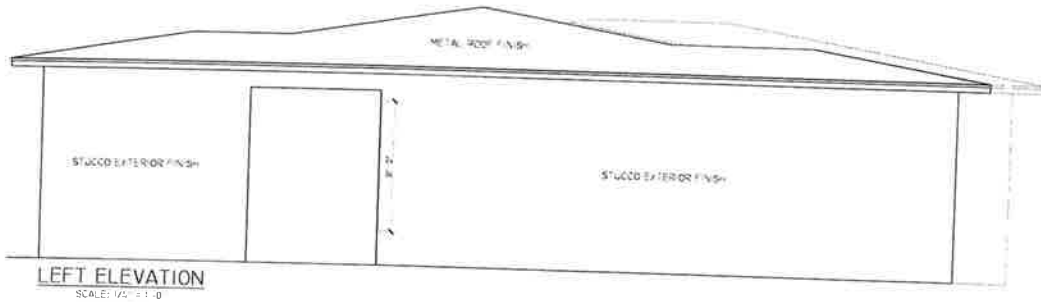
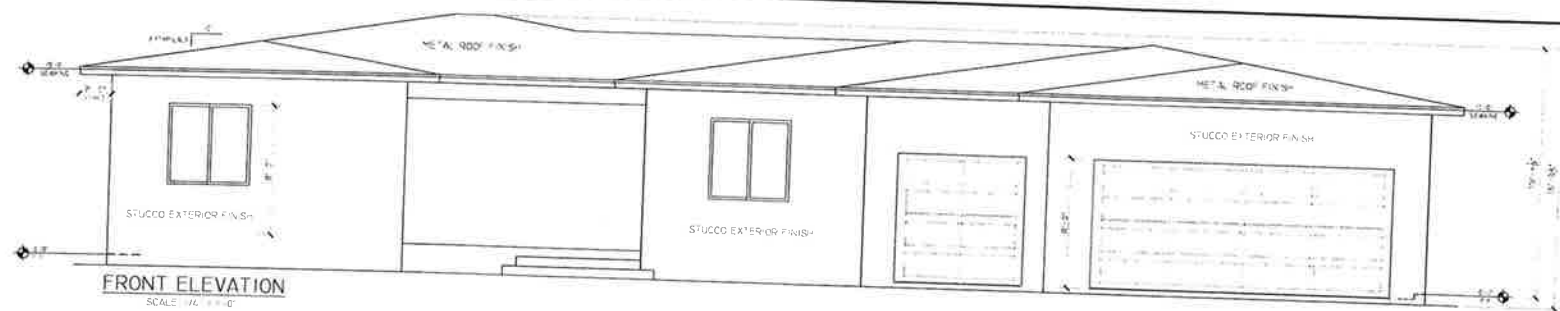
**25—Canaveral-Palm Beach-Urban land complex**

**PROJECT:** 513 Magnolia Avenue, Melbourne Beach, Florida

**SHEET 2 OF 2**  
**PERMIT #:**  
**PROJECT #:** 2209231-soils

**KSM ENGINEERING  
AND TESTING**

**DRAWN BY:** C.V.  
**DESIGNED BY:** C.C.C.  
**DATE:** 20221024  
**SCALE:** NOT TO SCALE



GENERAL NOTES

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DO NOT SCALE DRAWINGS

DESIGN CRITERIA	
FULLY ENCLOSED	
WIND SPEED	60 mph
EXPOSURE	D
BUILDING CATEGORY	TWO (2)


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REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/2010	ISSUED FOR PERMIT
2	10/1/2010	ISSUED FOR PERMIT
3	10/1/2010	ISSUED FOR PERMIT
4	10/1/2010	ISSUED FOR PERMIT

7700 PLAIN BLVD., SUITE 100  
PALM BEACH, FL 33480  
TEL: (561) 721-0300  
FAX: (561) 914-4266  
EMAIL: E@EEDC.COM  
E@EEDC.COM

  
**EEDC**  
ENGINEERING AND DESIGN CONCEPTS, INC.

SFR FOR:

513 MAGNOLIA AVE.  
MELBOURNE BEACH, FL 32951

GW

PROPERTIES

AI

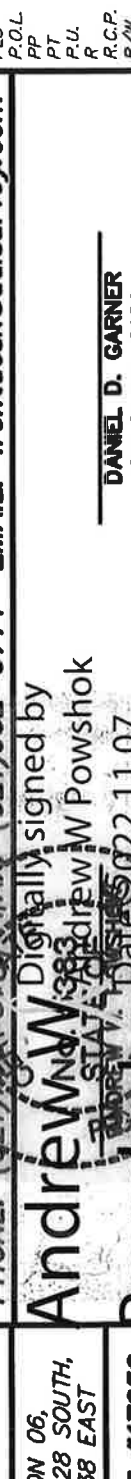
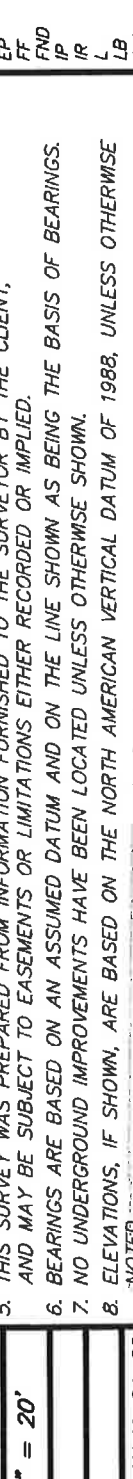
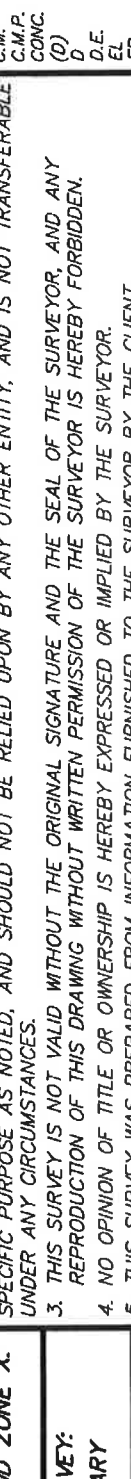
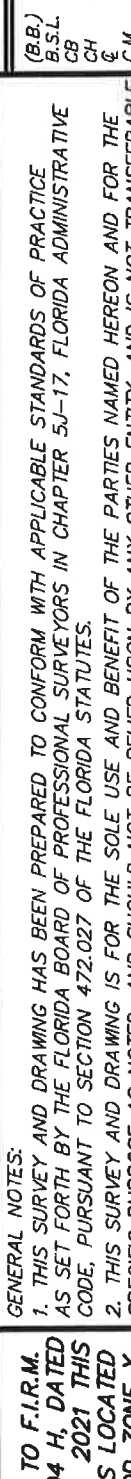
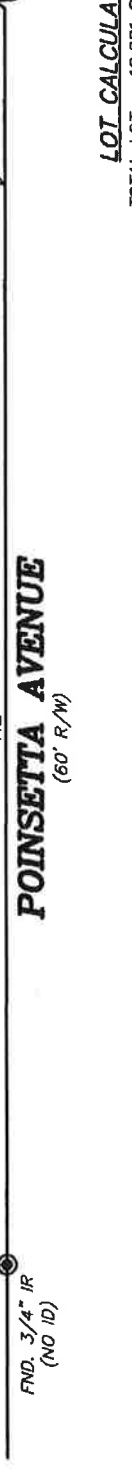
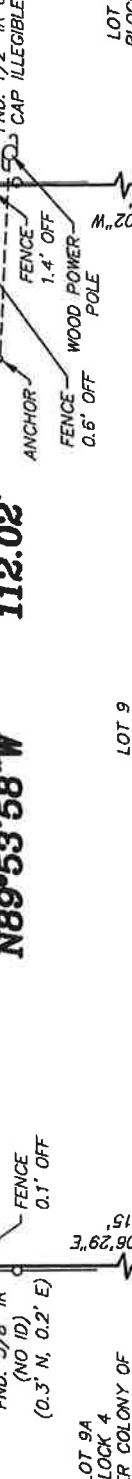
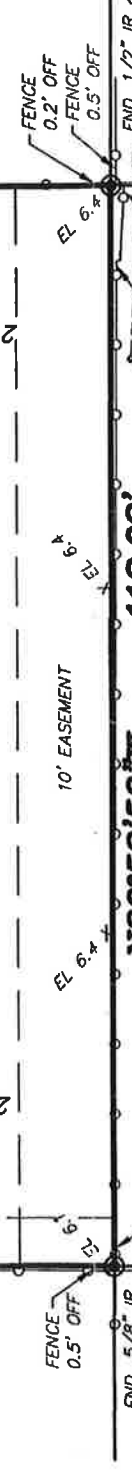
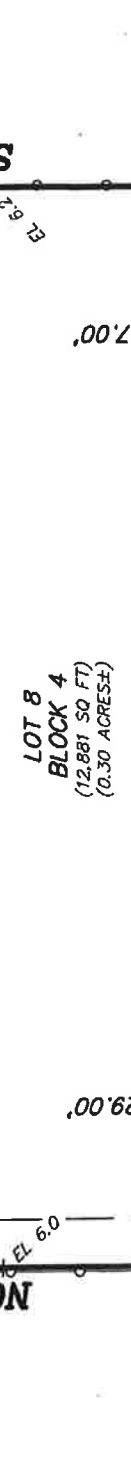
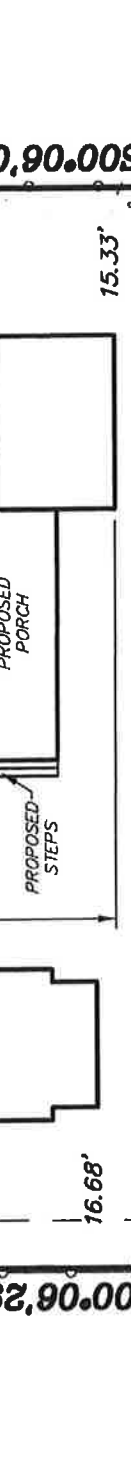
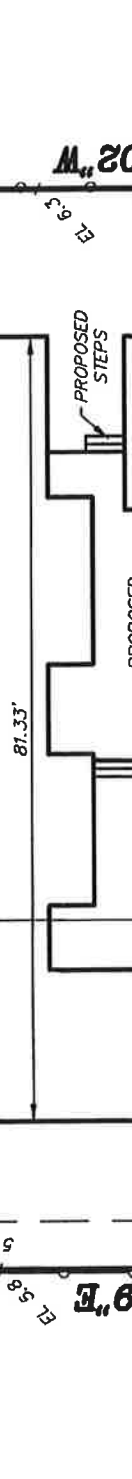
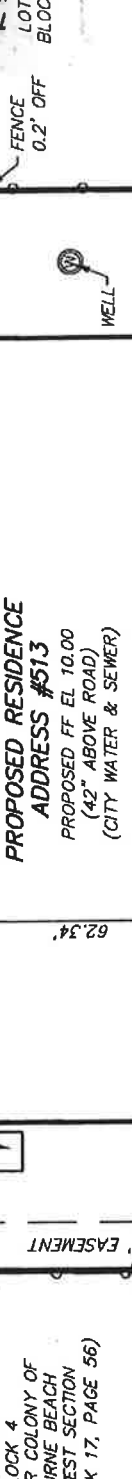
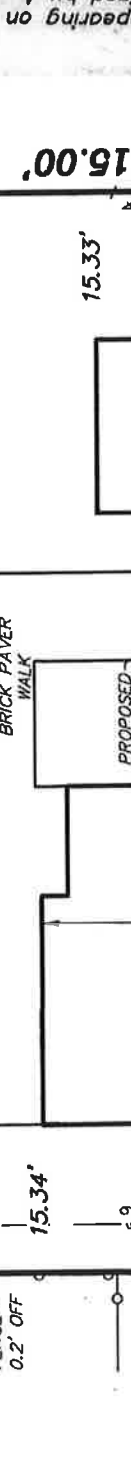
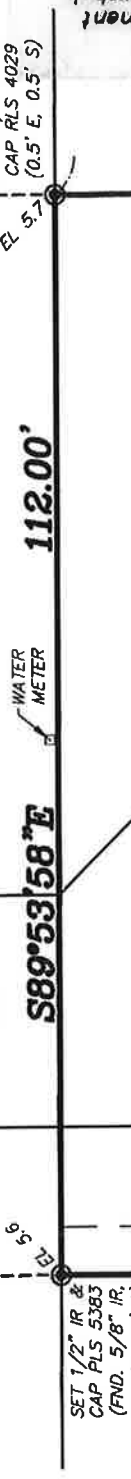
SHEET 1 OF 4  
DRAWN BY:  
DANIEL FRECHETTE





SET N&TT  
EL 6.40

MAGNOLIA AVENUE  
(60' R/W)



This item has been electronically signed and sealed by Andrew W. Powshok, P.L.S. No. 5383, on 11-4-2023. The seal appearing on this document was authorized by Andrew W. Powshok, P.L.S. No. 5383, on 11-4-2023. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SHANNON AVENUE

WEST R/W LINE

FND. 1" IP  
(NO ID)

N89°53'38"W (B.B.)  
796.95'

LOT 10  
BLOCK 4

LOT CALCULATIONS  
TOTAL LOT = 12,881 SQUARE FEET  
PROPOSED PRIMARY STRUCTURE COVERAGE = 3,849 SQUARE FEET  
PROPOSED PRIMARY STRUCTURE COVERAGE = 29.88%

SURVEY PREPARED FOR:  
GW PROPERTIES  
CARL WILLIAM BRUNOSSON

PROJECT BENCHMARK  
BREVARD COUNTY BENCHMARK 422-33  
2.5" BRASS BCS&M BENCH MARK DISK  
IN CONCRETE DROP INLET  
STAMPED "422-33 2005"  
EL 6.25 (NAVD 88)  
EL 7.88 (NGVD 29)

DESCRIPTION: LOT 8, BLOCK 4, ISLAND SHORES OF MELBOURNE BEACH, ACCORDING TO THE PLAT THEREOF,  
AS RECORDED IN PLAT BOOK 10, PAGES 52A, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AAL LAND SURVEYING SERVICES, INC.

GENERAL NOTES:

- THIS SURVEY AND DRAWING HAS BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
- THIS SURVEY AND DRAWING IS FOR THE SOLE USE AND BENEFIT OF THE PARTIES NAMED HEREON AND FOR THE SPECIFIC PURPOSE AS NOTED, AND SHOULD NOT BE RELIED UPON BY ANY OTHER ENTITY, AND IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.
- THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF THE SURVEYOR, AND ANY REPRODUCTION OF THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE SURVEYOR IS HEREBY FORBIDDEN.
- NO OPINION OF TITLE OR OWNERSHIP IS HEREBY EXPRESSED OR IMPLIED BY THE SURVEYOR.
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- BEARINGS ARE BASED ON AN ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.
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- "NO WELLS" AND "NO SEPTICS" ARE DEFINITIONS. TO SHOW AN ATTEMPT BY THE SURVEYOR TO LOCATE POSSIBLE EXISTING WELLS AND SEPTICS, HOWEVER NONE WERE FOUND USING STANDARD SURVEY LOCATING EQUIPMENT.

3970 WINTON POWSHOK, WEST MELBOURNE, FL 32904 L.B. #6623  
PHONE: (321) 952-9771 FAX: (321) 952-9771 EMAIL: [frontdesk@alsurvey.com](mailto:frontdesk@alsurvey.com)

Andrew W. Powshok, P.L.S. No. 5383, signed by

Andrew W. Powshok, P.L.S. No. 5383, signed by

Andrew W. Powshok, P.L.S. No. 5383, signed by

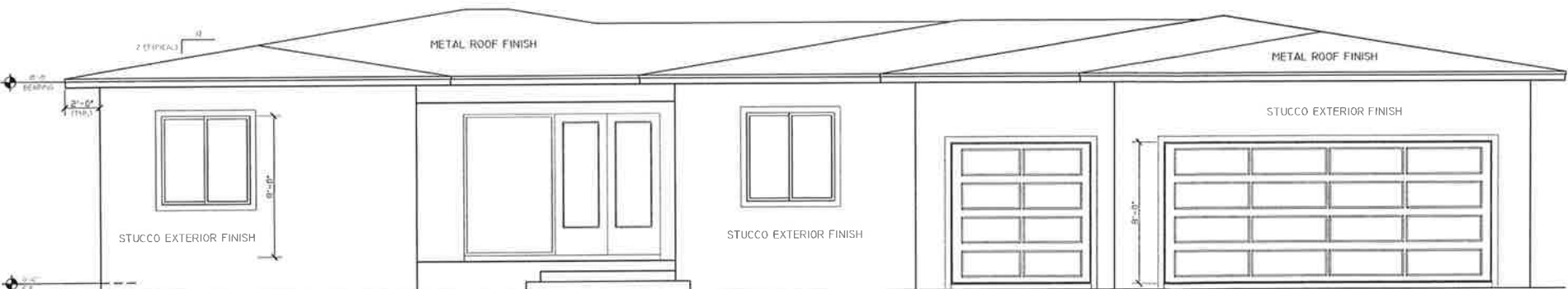
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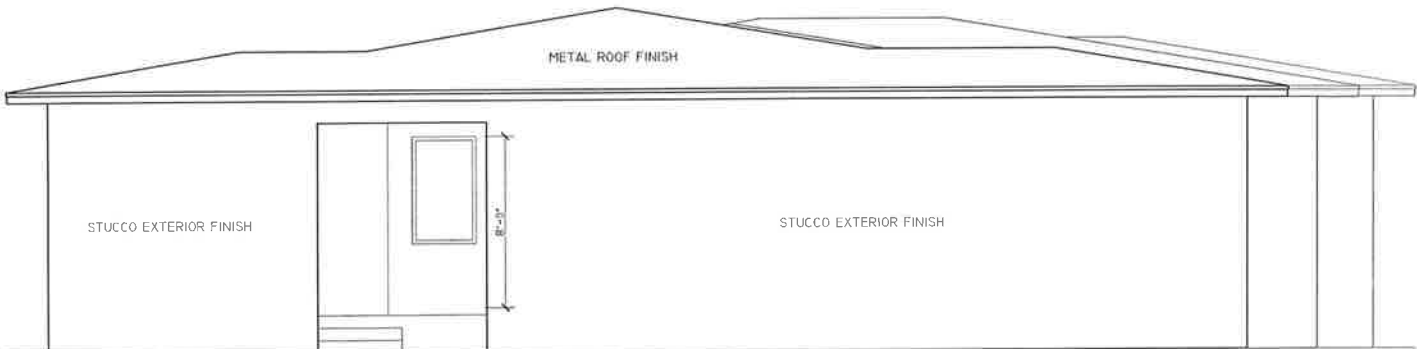
Andrew W. Powshok, P.L.S. No. 5383, signed by

LEGEND	
(B.B.)	BEARING BASIS
B.S.L.	BUILDING SETBACK LINE
CB	CHORD BEARING
CH	CHORD LENGTH
C.M.	CENTERLINE
C.M.P.	CORRECTION MONUMENT
CONC.	CORRUGATED METAL PIPE
CONC.	CONCRETE
(D)	DEED
D	DELTA
D.E.	DRAINAGE EASEMENT
EL	ELEVATION
EP	EDGE OF PAVEMENT
FF	FINISH FLOOR
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
L	ARC LENGTH
LB	LICENSE BUSINESS
(M)	MEASURED
N&D	NAIL AND DISK
N&TT	NAIL AND TIN TAB
OHW	OVERHEAD WIRE
PLAT	PLAT
PC	POINT OF CURVATURE
PLS	PROFESSIONAL LAND SURVEYOR
P.O.L	POINT ON LINE
PP	POWER POLE
PT	POINT OF TANGENCY
P.U.	PUBLIC UTILITY
R	RADIUS
R.C.P.	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
XX.XX	PROPOSED GRADE

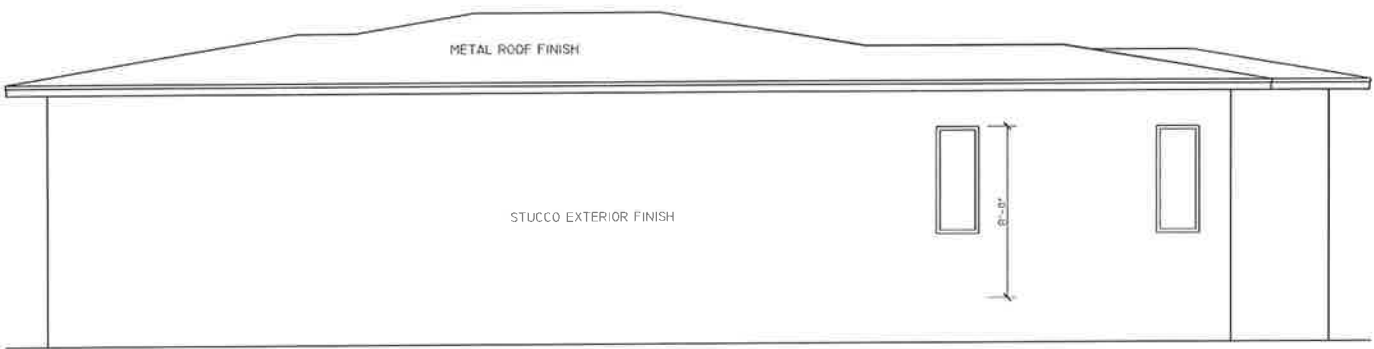




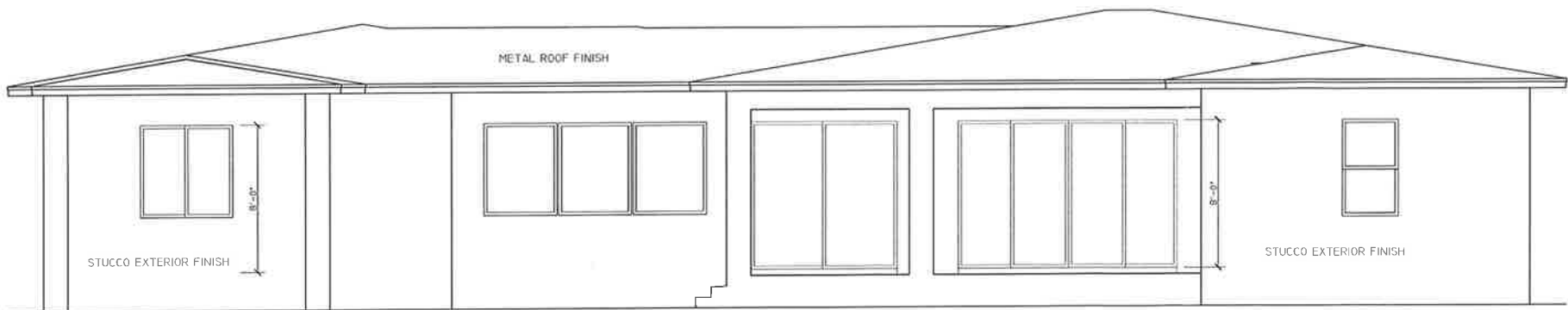
FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



LEFT ELEVATION  
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION  
SCALE: 1/4" = 1'-0"



REAR ELEVATION  
SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER/BUILDER IS KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
2. THE CONTRACTOR/OWNER/BUILDER SHALL REVIEW DRAWINGS FOR CLARITY AND INTERPRETATION AND DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER PRIOR TO CONSTRUCTION.
3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/OWNER/BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED TRUSS LAYOUT.
4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.

DO NOT SCALE DRAWINGS

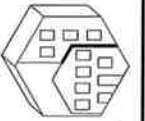
DESIGN CRITERIA	
FULLY ENCLOSED	
WIND SPEED	160 MPH
EXPOSURE	D
BUILDING CATEGORY	TWO (2)

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REVISIONS	
DATE	DESCRIPTION

2115 PALM BAY ROAD, STE. 6  
PALM BAY, FL 32905  
TEL: (321) 724-0740  
FAX: (321) 914-4205  
EMAIL: DPRECHETTE1350@GMAIL.COM

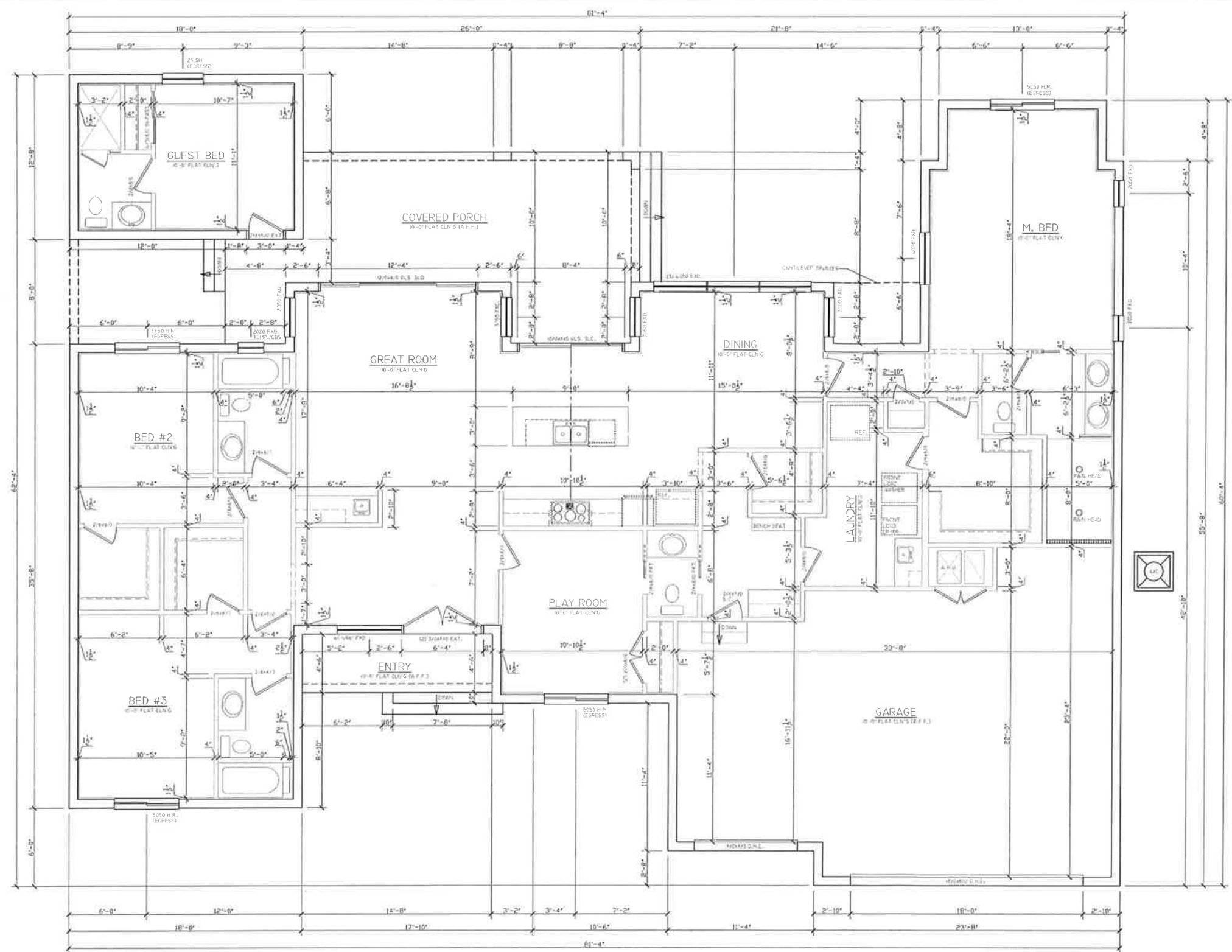


**EDC**  
ENGINEERING AND DESIGN CONCEPTS, INC.

-SFR FOR-  
513 MAGNOLIA AVE.  
MELBOURNE BEACH, FL 32951

GW  
PROPERTIES

**AI**  
SHEET 1 OF 4  
DRAWN BY:  
DANIEL FRECHETTE



FLOOR PLAN  
SCALE: 1/4" = 1'-0"

- GENERAL NOTES
- 1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER/BUILDER IS FAMILIAR WITH THE CONVENTIONS OF COMMON CONSTRUCTION PRACTICES.
  - 2. THE CONTRACTOR/OWNER/BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION AND DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER PRIOR TO CONSTRUCTION.
  - 3. THE FOUNDATION PLAN SHALL BE PROVIDED BY THE CONTRACTOR/OWNER/BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED FOUNDATION.
  - 4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.
- DO NOT SCALE DRAWINGS

AREA TABULATION (11-2-22)	
LIVING	2426 SQ.FT.
GUEST BED LIVING	228 SQ.FT.
TOTAL LIVING	2654 SQ.FT.
GARAGE	784 SQ.FT.
COVERED PORCH	345 SQ.FT.
ENTRY	66 SQ.FT.
TOTAL	3849 SQ.FT.

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REVISIONS

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PALM BAY, FL 32909  
TEL: (321) 724-0740  
FAX: (321) 914-4206  
EMAIL: DPRECHETTE1350@FLORIDA.COM

ENGINEERING AND DESIGN CONCEPTS, INC.

-SFR FOR-

513 MAGNOLIA AVE.  
MELBOURNE BEACH, FL 32951

GW

PROPERTIES

A2

SHEET 2 OF \*

-DRAWN BY-  
DANIEL FRECHETTE

# BRUNOSSON RESIDENCE

**OWNER:**

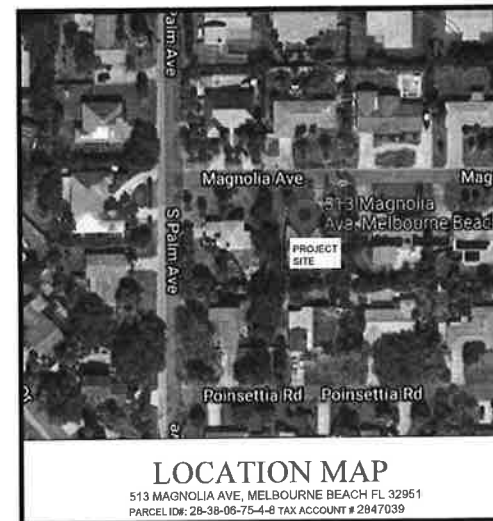
CARL WILLIAM BRUNOSSON  
203 E NEW HAVEN AVE  
MELBOURNE, FL 32901  
Tel: 321-720-8021

**CIVIL ENGINEER**

**TEJMOURI & Associates, Inc.**  
32 East New Haven Avenue  
Melbourne, FL 32901  
Tel: (321) 729-8382

**SURVEYOR:**

AAL LAND SURVEYING, INC.  
3970 MINTON ROAD, WEST  
MELBOURNE, FL 32904  
TEL: (321)768-8110



SECTION 06 TOWNSHIP 28 S. RANGE 38 E.

## INDEX OF SHEETS

C-1	COVER SHEET
C-2	EXISTING SITE PLAN
C-3	SITE LAYOUT PLAN
C-4	PAVING, GRADING & DRAINAGE PLAN
L-1	LANDSCAPE PLAN

[illegible]BRUNOSSON RESIDENCE  
COVER SHEET

PREPARED FOR:  
 GW PROPERTIES & RENOVATION OF BREVARD INC  
 203 E NEW HAVEN AVE MELBOURNE FL 32901

PROJECT NO: 2022-138

FILE NO: 2022-138

DESIGNED BY:

DRAWN BY: VDT

CHECKED BY:

DATE: 11-3-2022

DRAWING NO:

**C-1**

SHEET 1 OF 5



LEGEND

- (B.B.) - BEARING BASIS
- B.S.L. - BUILDING SETBACK LINE
- CB - CHORD BEARING
- CH - CHORD LENGTH
- CL - CENTERLINE
- C.M. - CONCRETE MONUMENT
- C.M.P. - CORRUGATED METAL PIPE
- CONC. - CONCRETE
- (D) - DEED
- D - DELTA
- D.E. - DRAINAGE EASEMENT
- EL - ELEVATION
- EP - EDGE OF PAVEMENT
- FF - FINISH FLOOR
- FND - FOUND
- IP - IRON PIPE
- IR - IRON ROD
- L - ARC LENGTH
- LB - LICENSE BUSINESS
- (M) - MEASURED
- N&D - NAIL AND DISK
- N&TT - NAIL AND TIN TAB
- OHW - OVERHEAD WIRE
- (P) - PLAT
- PC - POINT OF CURVATURE
- PLS - PROFESSIONAL LAND SURVEYOR
- P.O.L. - POINT ON LINE
- PP - POWER POLE
- PT - POINT OF TANGENCY
- P.U. - PUBLIC UTILITY
- R - RADIUS
- R.C.P. - REINFORCED CONCRETE PIPE
- R/W - RIGHT OF WAY
- PROPOSED GRADE

PROJECT BENCHMARK

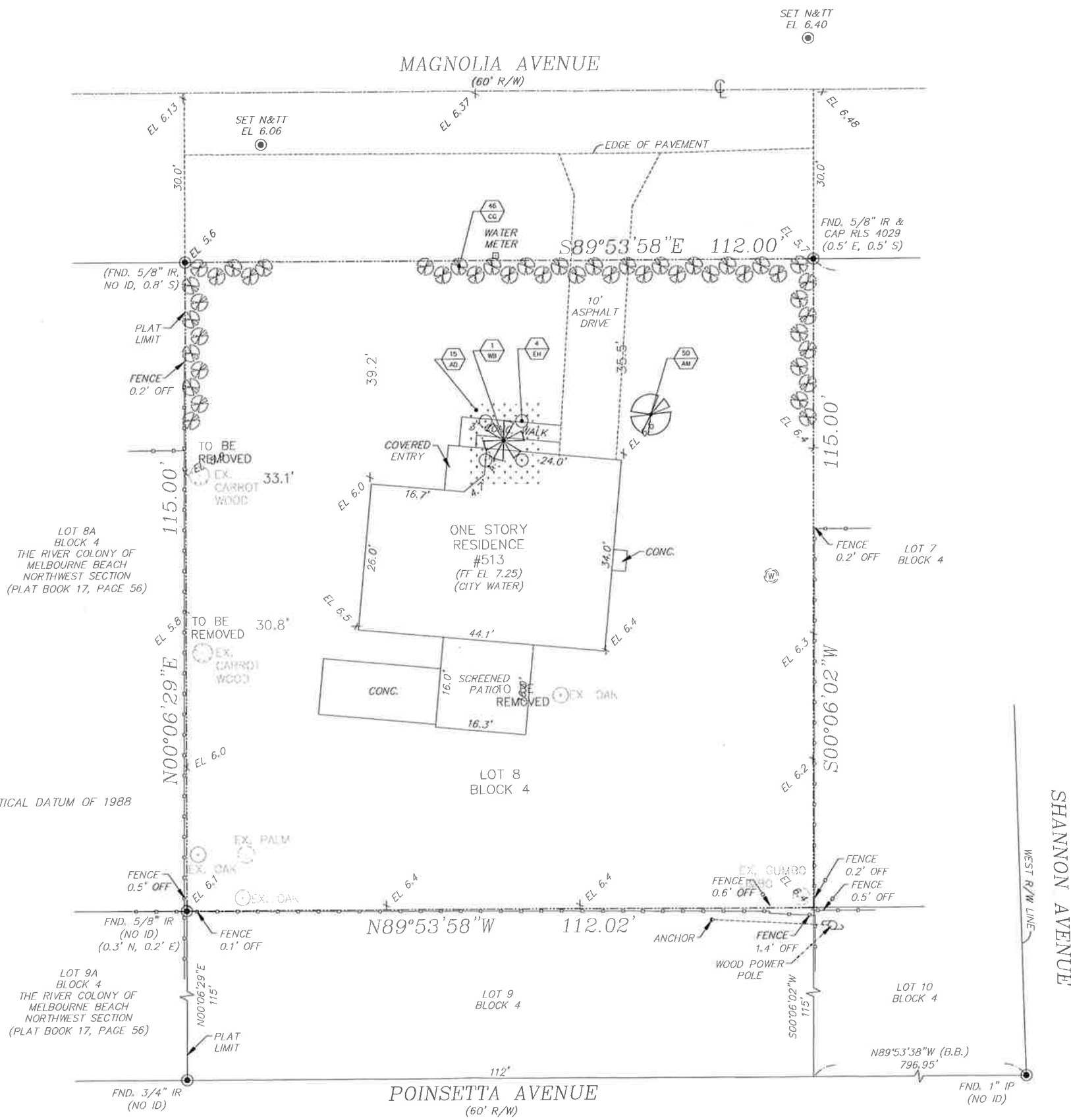
BREVARD COUNTY BENCHMARK 422-33  
2.5" BRASS BCS&M BENCH MARK DISK  
IN CONCRETE DROP INLET  
STAMPED "422-33 2005"  
EL 6.25 (NAVD 88)  
EL 7.68 (NGVD 29)

ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988

ACCORDING TO F.I.R.M. #12009C 0604 H, DATED  
JANUARY 29, 2021 THIS PROPERTY IS LOCATED  
WITHIN FLOOD ZONE X.



KNOW WHAT'S BELOW  
ALWAYS CALL 811  
BEFORE YOU DIG  
It's fast, it's free, it's the law.  
Call 811 two business  
days  
before digging



EXISTING SITE PLAN

SCALE: 1"= 10'

TEIMOURI & Associates, Inc.  
Consulting Engineers  
32 East New Haven Avenue  
Melbourne, Florida 32901  
Email: vales@teimouri.com  
Tel: 321.726.8899  
FAX: 321.726.8899  
CERTIFICATE OF AUTHORIZATION # 32283



NO.	DATE	REVISIONS

BRUNOSSON RESIDENCE  
EXISTING SITE PLAN

PREPARED FOR:  
GAV PROPERTIES & RENOVATION OF BREVARD INC  
203 E NEW HAVEN AVE MELBOURNE FL 32901

PROJECT NO: 2022-138  
FILE NO: 2022138C1a  
DESIGNED BY: VBT  
DRAWN BY: VBT  
CHECKED BY:  
DATE: 11-3-2022  
DRAWING NO:

C-2  
SHEET 2 OF 5



**GENERAL STATEMENT:**  
THIS SITE CONTAINS 0.3 ACRES, IT IS DEVELOPED AND HAS A SINGLE FAMILY HOME ON IT. THE EXISTING BUILDING AND ALL THE IMPERVIOUS SURFACES WILL BE DEMOLISHED AND REMOVED. A NEW ONE STORY SINGLE FAMILY HOME WITH THREE CAR GARAGE, NEW DRIVEWAY AND A POOL WILL BE CONSTRUCTED.

CONSTRUCTED.	
ADDRESS	513 MAGNOLIA AVE, MELBOURNE BEACH FL 32951
TAX ACCOUNT NO.	2847039
F.I.R.M.	#12009C 0604 H, DATED JANUARY 29, 2021; FLOOD ZONE X
EXISTING ZONING & FUTURE LAND USE	2R5, SINGLE FAMILY, RESIDENTIAL

DEVELOPMENT AREA	12,883 SF, 0.30 ACERS
NUMBER OF EXISTING STRUCTURES:	ONE 576 SF SINGLE FAMILY RESIDENCE, WILL BE REMOVED
NUMBER OF PROPOSED STRUCTURES:	ONE 3,849 SF ONE-STORY SINGLE-FAMILY HOME
FLOOR AREA RATIO	3,849 / 12,883 = 0.2988

SETBACKS		REQUIRED	PROVIDED
FRONT	NORTH	25'	25.7'
SIDE	WEST	15'	15.3'
SIDE	EAST	15'	15.3'
REAR	SOUTH	25'	27.0'

COVERAGE BY EXISTING STRUCTURE	1,595 SF
COVERAGE BY OTHER EXISTING IMPERVIOUS SURFACES	683 SF
TOTAL EXISTING IMPERVIOUS COVERAGE	2,278 SF
TOTAL IMPERVIOUS AREA TO BE REMOVED	2,278 SF

PERCENT COVERAGE BY NEW STRUCTURE	3,849 SF	29.88%, MAXIMUM ALLOWED IS 30%
PERCENT COVERAGE BY OTHER NEW IMPERVIOUS SURFACES	1,994 SF	15.47%
TOTAL PERCENT NEW IMPERVIOUS COVERAGE	5,843 SF	45.35%
TOTAL PERCENT PervIOUS COVERAGE	7,040 SF	54.65%, MINIMUM ALLOWED IS 30%

PROPOSED BUILDING HEIGHT	20 FEET, ONE STORY
MAXIMUM PERMITTED HEIGHT	28 FEET, TWO STORIES

GENERAL NOTES:

1. WATER DISTRIBUTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF MELBOURNE TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, LATEST EDITION.
2. SANITARY SEWER & RE-USE DISTRIBUTION CONSTRUCTION SHALL BE ACCORDANCE WITH BREVARD COUNTY UTILITIES SERVICES LATEST STANDARDS AND SPECIFICATIONS.
3. SOIL WASTE SHALL BE COLLECTED BY WASTE MANAGEMENT CURBSIDE SERVICE.

**TELMOURI & Associates, Inc.**  
*Consulting Engineers*  
32 East New Haven Avenue  
Melbourne, Florida 32901  
Email: [vhedee@tvmur.com](mailto:vhedee@tvmur.com)  
321/725-6382 Fax 321/729-8689

[illegible]BRUNOSSON RESIDENCE  
SITE LAYOUT & UTILITIES PLAN

PREPARED FOR:  
BRUNSSON RESIDENCE  
WINTON ROAD, WEST MELBOURNE, FL 32904

PROJECT NO: 2022-138

FILE NO: 2022138C1a

DESIGNED BY: VBT

DRAWN BY: VBT

CHECKED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

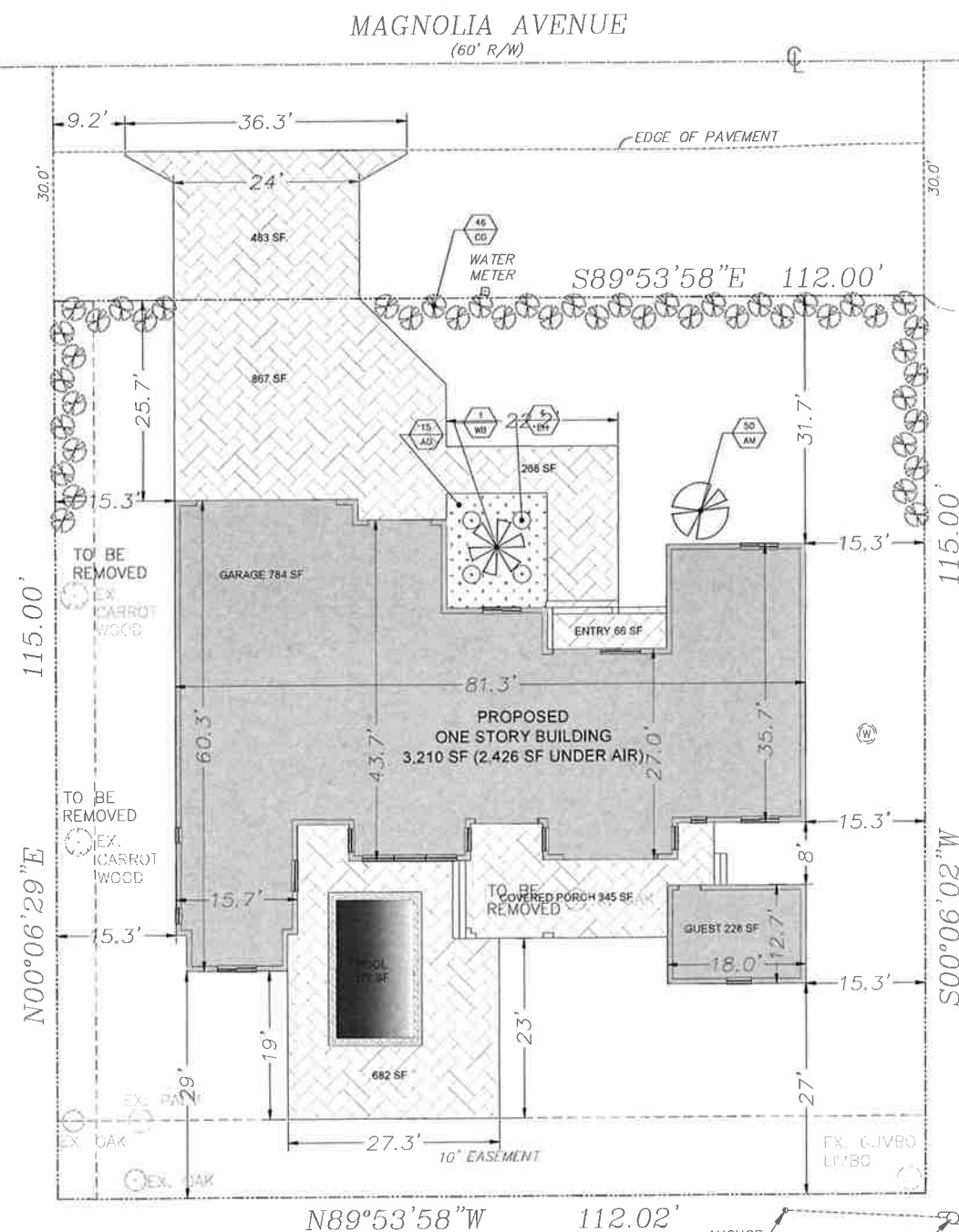
7-9-2020

DRAWING NO:

DRAWING NO:

C-3

SHEET 3 OF 5

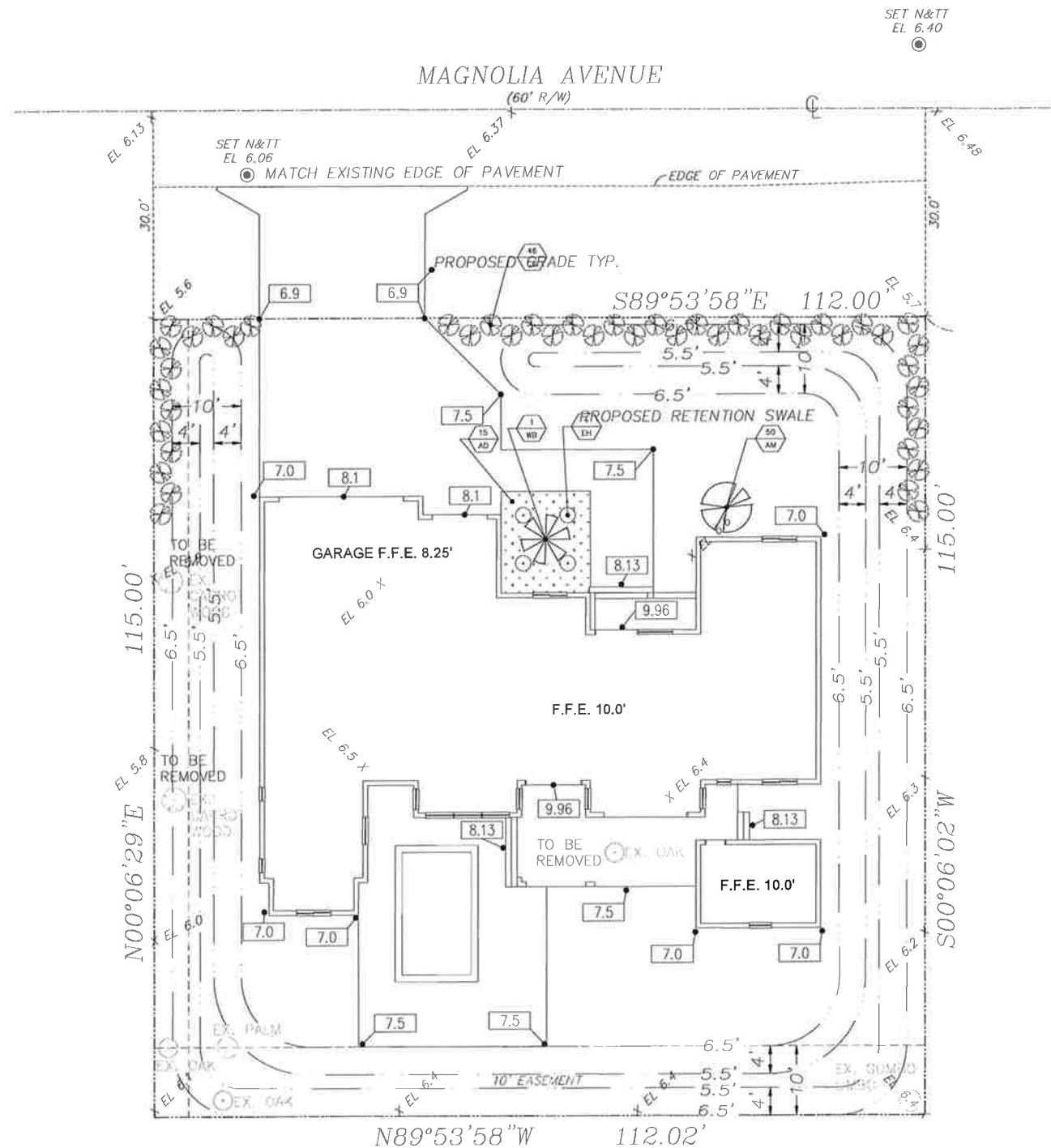


WOOD POWER  
POLE



## SITE LAYOUT PLAN

SCALE: 1"= 10'



GRADING, PAVING & DRAINAGE PLAN

SCALE: 1"= 10'

**TEIMOURI & Associates, Inc.**  
Consulting Engineers  
32 East New Haven Avenue  
Melbourne, Florida 32901  
Tel: 321-728-8882 Fax: 321-728-8883  
CERTIFICATE OF AUTHORIZATION # 32293



NO.	DATE	REVISIONS

**BRUNOSSON RESIDENCE**  
**SITE LAYOUT & UTILITIES PLAN**

PREPARED FOR:  
GW PROPERTIES & RENOVATION OF BREVARD INC  
203 E NEW HAVEN AVE MELBOURNE FL 32901

PROJECT NO: 2022-138  
FILE NO: 2021114C1a  
DESIGNED BY: VBT  
DRAWN BY: VBT  
CHECKED BY:  
DATE: 11-3-2022  
DRAWING NO:

**C-4**

SHEET 4 OF 5









# TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

Phone: (321) 724-5860 Fax: (321) 984-8994

1. Name: Crystal Cain Home Phone: (321) 984-2221
2. Home Address: 309 Surf Rd Melbourne Bch
3. Mobile Phone: (321) 698-3533 E-mail address: CCain2@CFI.fl.com
4. Business Name: N/A Business Phone: \_\_\_\_\_
5. Resume or Education & Experience: Current Board Member  
(Use additional sheets if necessary or submit resume)
6. Date of birth: 1/1/64 (optional) (to verify voter registration)
7. Are you a qualified elector of the town? ☒ YES ☐ NO
8. Are you a resident of the town? ☒ YES ☐ NO
9. Do you reside in the town for at least ten (10) months of each calendar year? ☒ YES ☐ NO
10. Do you hold a public office? ☐ YES ☒ NO
11. Do you currently serve on a Town board? ☒ YES ☐ NO  
If yes, which board? ENB / History Center Board
12. Please check the board(s) you are interested in serving on:
 

<input type="checkbox"/> Audit Committee	<input checked="" type="checkbox"/> History Center Board
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> History Preservation and Awareness
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> Planning and Zoning Board
<input checked="" type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? Current Board Member - Ongoing projects
14. Would you consider serving on another board other than the one(s) you have selected above?  
☐ YES ☒ NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature: Crystal Cain Date: 12/13/22





# TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

Phone: (321) 724-5860 Fax: (321) 984-8994

1. Name: Mary Gene Gold (Genie) Home Phone: 321-723-8621
2. Home Address: 405 Pelican Key
3. Mobile Phone: 321-537-7786 E-mail address: scottg405@ATT.NET
4. Business Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_
5. Resume or Education & Experience: \_\_\_\_\_  
(Use additional sheets if necessary or submit resume)
6. Date of birth: 1/22/55 (to verify voter registration)  
(optional)
7. Are you a qualified elector of the town? ☒ YES ☐ NO
8. Are you a resident of the town? ☒ YES ☐ NO
9. Do you reside in the town for at least ten (10) months of each calendar year? ☒ YES ☐ NO
10. Do you hold a public office? ☐ YES ☒ NO
11. Do you currently serve on a Town board? ☒ YES ☐ NO  
If yes, which board? History Center Board
12. Please check the board(s) you are interested in serving on:
 

<input type="checkbox"/> Audit Committee	<input checked="" type="checkbox"/> History Center Board
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> History Preservation and Awareness
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> Planning and Zoning Board
<input type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? I'm on board already
14. Would you consider serving on another board other than the one(s) you have selected above?  
☐ YES ☒ NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature: Mary Gene Gold

Date: 12/13/22



# TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

Phone: (321) 724-5860 Fax: (321) 984-8994

1. Name: Bruce Morgan Home Phone: 321-727-3050
2. Home Address: 501 Sunset Blvd Melb. Bch 32951-2238
3. Mobile Phone: 321-609-7635 E-mail address: bmorgan93@cfl.rr.com
4. Business Name: — Business Phone: —
5. Resume or Education & Experience: 53 years M.B. resident  
(Use additional sheets if necessary or submit resume)
6. Date of birth: 09-22-1954 (to verify voter registration)  
(optional)
7. Are you a qualified elector of the town? ☒ YES ☐ NO
8. Are you a resident of the town? ☒ YES ☐ NO
9. Do you reside in the town for at least ten (10) months of each calendar year? ☒ YES ☐ NO
10. Do you hold a public office? ☐ YES ☒ NO
11. Do you currently serve on a Town board? ☒ YES ☐ NO  
If yes, which board? history board
12. Please check the board(s) you are interested in serving on:
 

<input type="checkbox"/> Audit Committee	<input checked="" type="checkbox"/> History Center Board
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> History Preservation and Awareness
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> Planning and Zoning Board
<input type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? long-time resident
14. Would you consider serving on another board other than the one(s) you have selected above?  
☐ YES ☒ NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature: B G Morgan

Date: Dec 13, 2022



# TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

Phone: (321) 724-5860 Fax: (321) 984-8994

1. Name: Jamie Guth Home Phone: 3214278932
2. Home Address: 409 Anchor Key
3. Mobile Phone: \_\_\_\_\_ E-mail address: jaguth@vt.edu
4. Business Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_
5. Resume or Education & Experience: MFA Graphic Design/Visual Communications  
(Use additional sheets if necessary or submit resume)
6. Date of birth: 05-11-80 (to verify voter registration)  
(optional)
7. Are you a qualified elector of the town? ☒ YES ☐ NO
8. Are you a resident of the town? ☒ YES ☐ NO
9. Do you reside in the town for at least ten (10) months of each calendar year? ☒ YES ☐ NO
10. Do you hold a public office? ☐ YES ☒ NO
11. Do you currently serve on a Town board? ☒ YES ☐ NO  
If yes, which board? EAB
12. Please check the board(s) you are interested in serving on:
 

<input type="checkbox"/> Audit Committee	<input type="checkbox"/> History Center Board
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> History Preservation and Awareness
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> Planning and Zoning Board
<input checked="" type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? \_\_\_\_\_  
MFA Graphic Design/Visual Communications
14. Would you consider serving on another board other than the one(s) you have selected above?  
☐ YES ☒ NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature: 

Date: 12-14-22



# TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

Phone: (321) 724-5860 Fax: (321) 984-8994

1. Name: Leslie Maloney Home Phone:
2. Home Address: 1403 Pine St, MB 32951
3. Mobile Phone: 321-432-7346 E-mail address: maloney4731@gmail.com
4. Business Name:                      Business Phone:
5. Resume or Education & Experience: should be on file  
(Use additional sheets if necessary or submit resume)
6. Date of birth:                      (to verify voter registration)  
(optional)
7. Are you a qualified elector of the town? ☒ YES ☐ NO
8. Are you a resident of the town? ☒ YES ☐ NO
9. Do you reside in the town for at least ten (10) months of each calendar year? ☒ YES ☐ NO
10. Do you hold a public office? ☐ YES ☒ NO
11. Do you currently serve on a Town board? ☒ YES ☐ NO  
If yes, which board? EAB
12. Please check the board(s) you are interested in serving on:
 

<input type="checkbox"/> Audit Committee	<input type="checkbox"/> History Center Board
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> History Preservation and Awareness
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> Planning and Zoning Board
<input checked="" type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? This will be a second term on the EAB for me. I have extensive
14. Would you consider serving on another board other than the one(s) you have selected above? 7  
☐ YES ☒ NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature:                     

Date: 12/14/22

## Town Commission Meeting

**Section:** Old Business

**Meeting Date:** December 21, 2022  
November 16, 2022

**From:** Elizabeth Mascaro, Town Manager

**Subject:** James Moore Single Audit & Fee Adjustment

### Background Information:

During the 11/16/2022 Town Commission meeting, I presented a proposed increase in fees from by James Moore. The Commission approved the Single Audit fee and the fee for the 2022 Audit. The Commission request that I obtain more information regarding the increase in fees before considering the FY23 fee increase. I have attached my correspondence with Zach Chalifour, Partner regarding the increase in fees. During the past several years we have increased the amount of time we utilized JamesMoore for questions as the nature of our questions become more complicated concerning compliance issues. JamesMoore has assisted us with Fund setups parking revenue, the new financial software, the American Rescue Plan funds, the Town's pension plans, application of the fire stipend regarding 1099's v W'2's, withholding for vendors, etc. These types of discussion are best had with accounting professionals who are up-to-date with the changes in accounting practices. Since the Town does not have a "deep" finance department as many other municipalities have, we rely on our Town Auditors to provide us with information.

I am also including, although I was not asked to provide this information, a statement clarifying the Single Audit Letter included in last month's meeting. On the second page there is a paragraph titled Significant Risks Identified. A resident misinterpret the meaning of the statement. I have included an explanation from Zach Chalifour as to the necessity of the very specific language.

### 11/16/2022 Information

Due to the revenue the Town has received from the Federal grant ARP Funds in 2022, an audit threshold of \$750,000 has been reached, which requires an additional Single Audit. The Single Audit is a requirement of Section 215.97 Florida Statutes, Florida Single Audit Act. In anticipation of the Single Audit additional funds were budgeted for this purpose.

Additional expenses for FY22 and FY23 are required to compensate for the above average time spent researching and assisting with questions outside the scope of the audit. The increase is also attributed to the current economic environment that has forced a reassessment of all engagements and to consider withdrawing from engagements which are not economically viable.

**Recommendation:** Consider approving the \$7,000 increase in James Moore's fee for FY2023

**11/16/2022:** Acknowledge and approve of the Single Audit for FY22 and the increase in fees for FY2022 of \$6500 and for FY2023 of \$7000

**Attachments:**

September 6, 2022 fee increase letter.

November 17, 2022 email from Zach Chalifour, providing a summary of hours and dollars spent on Town business relative to the net billed.

November 17, 2022 email from Zach Chalifour clarify the necessity of the Significant Risk language in the September 6, 2022 letter.

**11/16/2022** Letter dated September 6, 2022 for fee increase and October 20, 2022 for Single Audit.



September 6, 2022

To the Honorable Mayor and Town Commission Members,  
Town of Melbourne Beach, Florida:

This letter is to inform the Town of Melbourne Beach, Florida (the Town) of the necessity for us to increase our fees for the audit of the financial statements and related services, for each of the outstanding fiscal year audits included in our current engagement letter dated July 26, 2021.

Adjusting our audit fees in the middle of an existing contract is something we have rarely done and that is a last-resort measure, but the current economic conditions have forced us to reassess all engagements and consider withdrawing from engagements which are not economically viable.

Much of this additional time we have spent on this engagement in recent years has resulted from above-average time spent researching and assisting with questions outside the scope of the audit. While we always welcome such questions and try to assist as much as we can within the established audit fee, the combination of this additional time and the current economic climate has forced us to propose the following fee adjustments for the future years of our current engagement:

<b>Year Ending September 30,</b>	<b>Original Audit Fee</b>	<b>Fee and Additional Services Adjustment</b>	<b>Adjusted Audit Fee</b>
2022	\$22,700	\$6,500	\$29,200
2023	\$23,100	\$7,000	\$30,100

Additionally, attached to this communication is an additional \$6,000 invoice related to services rendered during the audit for the fiscal year ended September 30, 2021, related to cash to accrual assistance and additional time spent researching various questions outside the scope of the audit thus far during the calendar year 2022.

As you know, we value your business and have enjoyed working with the Town. Based on trends seen in the governmental audit market through various requests for proposals this year, we're confident that our prices remain competitive within our industry for the quality of the service that we provide.

Thanks again for your business, and please contact us if you have any questions. If you agree with the adjusted terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in dark ink that reads 'James Moore &amp; Co., P.L.' in a cursive script.

JAMES MOORE & CO., P.L.

Town of Melbourne Beach, Florida  
September 6, 2022  
Page 2

RESPONSE:

This letter correctly sets forth the understanding of the Town of Melbourne Beach, Florida.

By\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_



**From:** [Zach Chalifour](#)  
**To:** [Melbourne Beach Town Manager](#)  
**Cc:** [Josh Van Zandt](#); [Melbourne Beach Finance](#)  
**Subject:** In-Kind  
**Date:** Thursday, November 17, 2022 2:57:43 PM  
**Attachments:** [image003.png](#)  
[REBRAND-Emailsignature\\_red\\_4ec2ca9c-6638-4887-a9c9-b7aa3cb6453b.png](#)  
[LI\\_18ff715e-5686-4382-8b13-52912739a21e.jpg](#)  
[2022\\_logos\\_AT-BFTWF\\_2ccc194d-2c4d-49f5-a15e-ea683804d7cf.png](#)

---

Hi Elizabeth,

To follow up on our discussion regarding additional services/time spent out of the scope of the audit, I've included below a summary of our gross time charges (if we were billing the Town as opposed to a fixed fee) relative to our fixed audit fees to give you a feel for the in-kind contributions in prior years that led to the proposal to provide for a fee to cover this additional time.



For perspective, our government work typically falls around a 10-20% discount range, which is what the first couple of years we did the audit fell out around. In recent years, as there's been more changes to the Town's accounting funds, operations, and unexpected assistance/guidance we've spent helping research various items related to new accounting standards, cash to accrual assistance, budget help and guidance, and preparing for the new accounting system, etc., we've had more of this time outside the normal scope of the audit. Net of a 15% discount from full rates, this additional time has averaged around a \$6,000-\$7,000 over the last three years, which was what prompted the proposed adjustment which assumed we would be a continued resource to the City working through similar items, the implementation of the new last standard (GASB 87), and other items for which the Town would otherwise be responsible for.

In the past years, we've kind of erred on the good-faith desire to help (and unlike attorneys, we're not good at nickel-and-diming folks for additional work!) and never sent invoices for the work outside the scope of the audit, but as we've discussed, the current economic conditions are no longer such that we can afford to provide additional in-kind services to the same level without billing for such work.

Let me know if this helps give things a little more perspective and/or if you have any questions.

Thanks!  
Zach

**Zach Chalifour, CPA**



**Ph: 386-257-4100**

**Email: [Zach.Chalifour@JMCo.com](mailto:Zach.Chalifour@JMCo.com)**

**Website: [www.jmco.com](http://www.jmco.com)**



This message and any attachments are intended only for the individual to whom it is addressed. They are confidential and may be privileged information. If you are neither the intended recipient nor the agent responsible for delivering the message to the intended recipient you are hereby notified that any dissemination of this communication is strictly prohibited and may be unlawful. If you feel you have received this communication in error please notify us immediately by returning this email to the sender and deleting it out of your email. Thank You. James Moore & Co P.L.

## Melbourne Beach Town Manager

---

**From:** Zach Chalifour <Zach.Chalifour@JMCo.com>  
**Sent:** Thursday, November 17, 2022 2:03 PM  
**To:** Melbourne Beach Town Manager  
**Subject:** RE: Single Audit Letter

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

FYI, here is some alternative language that we have used in other letters after an initial draft of the planning letter required to comply with audit standards had been sent. Probably around 20-25% of clients have had some sort of question or confusion related to these new standards which require us to now communicate the risks that we are designing the audit to address. We will have to identify these same risks again at the completion of the audit. For reference purposes, audit standards require us to identify a specific risk related to both management override and revenue recognition; so had we not communicated this in the manner in which we do, we would not be in compliance with audit standards (specifically SAS 134, which went into effect for the current fiscal year, hence this new portion of the required communications letter).

### Significant Risks Identified

Auditing standards require us to communicate the preliminary significant risks of material misstatement of the financial statements identified as part of our audit planning. The following risks of material misstatement are required by auditing standard to be considered during our audit and/or relate to the environment in which the entity operates, are being communicated for the sole purpose of complying with audit standards, and do not represent any actual audit findings or concerns.

Zach Chalifour, CPA

 **JAMESMOORE**

**Ph:** 386-257-4100

**Email:** Zach.Chalifour@JMCo.com

**Website:** [www.jmco.com](http://www.jmco.com)



accountingTODAY

**2022 Best Firms  
to Work For**



October 20, 2022

To the Honorable Mayor and Town Commission Members,  
Town of Melbourne Beach, Florida

This letter is provided in connection with our engagement to audit the financial statements of Town of Melbourne Beach, Florida as of and for the year ended September 30, 2022. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit, including significant risks we have identified.

### **Our Responsibilities**

As stated in our engagement letter dated July 26, 2021, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, Florida Single Audit Act (if applicable); and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility relating to other information, whether financial or nonfinancial information (other than financial statements and the auditors' report thereon), included in the entity's annual report includes only the information identified in our report. We have no responsibility for determining whether Management's Discussion and Analysis is properly stated. We require that we receive the final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report, or if that is not possible, as soon as practicable and, in any case, prior to the entity's issuance of such information.

### **Planned Scope of the Audit**

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures. Our audit is not designed to express an opinion or provide assurance on internal control over financial reporting. However, we will

To the Honorable Mayor and Town Commission Members,  
 Town of Melbourne Beach, Florida  
 November 12, 2021  
 Page 2

communicate to you at the conclusion of our audit any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violations of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

### **Significant Risks Identified**

We have identified the following preliminary significant risks of material misstatement as part of our audit planning:

- Management override of internal controls – There is a risk that fraud could occur if management can direct employees to record adjustments and nonstandard journal entries outside of the normal accounting process or routine operations.
- Improper revenue recognition – There is a risk that fraud could occur resulting in overstated revenue to falsely inflate operations results.

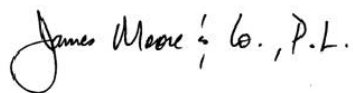
Our final communication of significant risks identified will take place upon completion of our audit.

We expect to begin our audit in February 2022 and issue our report by the end of June 2022, barring any unforeseen complications.

We will perform the following nonattest services: preparation of financial statements, preparation of the schedule of expenditures of federal awards and state financial assistance (if applicable), and preparation of the data collection form (if applicable). With respect to any nonattest services we perform, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Jennifer Kerr, Finance Director) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

This information is intended solely for the information and use of the Town Council and management of the Town of Melbourne Beach, Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,



JAMES MOORE & CO., P.L.

## **Town Commission Meeting**

**Section:** Old Business  
**Meeting Date:** December 21, 2022  
**From:** Elizabeth Mascaro, Town Manager  
**Subject:** Cherry & Rosewood Storm Pipe Collapse

### **Background Information:**

During the November 16, 2022 Town Commission meeting, Public Works Director Davis make the Commission aware of a potential storm pipe collapse on Cherry and Rosewood.

Director Davis has been monitoring the depression in the roadway for several months. The depression has sunk considerably since Hurricane Ian and Hurricane Nicole moved through our area during the end of October and early November. Director Davis was able to have Brewer Paving go down into the pipe to examine the damages.

Attached is an estimate to repairs the stormwater damages.

Brewer has indicated this as a change order for the construction on Cherry and Redwood, since the damage is on Cherry.

### **Recommendation:**

Consider the cost to repairs the collapsing stormwater pipe on Cherry and Rosewood

### **Attachments:**

Brewer Paving & Development cost estimate for repairs.



3190 Grissom Parkway, Cocoa, FL 32926 Phone: 321.636.4645 Fax: 321.636.4648  
DBA & FDOT Certified Contractor - CUC# 1224133

December 1, 2022

**ATTENTION: Scott Glaubitz/Elizabeth Mascaro**

Company **BSE/Town of Melbourne Beach**

Project **Cherry Drive & Rosewood**

**Request for Change Order: \*\*\*\*PRELIMINARY PRICING TO REPAIR EXISTING PIPE AND ROADWAY\*\*\*\***

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>U/M</u>	<u>PRICE</u>	<u>TOTAL</u>
	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
	Removal of existing storm pipe plus haul off	75	LF	\$ 85.00	\$ 6,375.00
	Remove and haul off existing asphalt.	250	SY	\$ 55.00	\$ 13,750.00
	Install of new 30" RCP	75	LF	\$ 325.00	\$ 24,375.00
	Bypass pump and 3-4 plugs	1	LS	\$ 15,000.00	\$ 15,000.00
	New base rock install 10"	250	SY	\$ 84.00	\$ 21,000.00
	Paving	250	SY	\$ 105.00	\$ 26,250.00
	Tack	250	SY	\$ 3.00	\$ 750.00
	Testing	1	LS	\$ 4,000.00	\$ 4,000.00
	MOT	1	LS	\$ 7,500.00	\$ 7,500.00

**Total: \$ 139,000.00**

This request for change order covers the additional work that the Town of Melbourne Beach asked Brewer Paving & Development to price. This is preliminary pricing and figures on the ability to close the road and no utility conflicts. No removal or install of curbs included.

If you have any questions regarding this estimate, please contact our office at your convenience.

Respectfully Submitted,  
**Brewer Paving & Development, LLC**  
*Shane Brewer*

## Town Commission Meeting

**Section:** New Business  
**Meeting Date:** December 21, 2022  
**From:** Elizabeth Mascaro, Town Manager  
**Subject:** Voting for Vice Mayor  
Voting for League of Cities Delegate

### Background Information:

When the Commission is seated for the first time after an election and/or for the new Fiscal Year, the Commission will vote for one Commissioner to be designated as Vice Mayor.

The Commission will also vote for one Commissioner to be the representative of Melbourne Beach to the Space Coast League of Cities, Inc.

**Recommendation:** Vote for a Vice Mayor

Vote for representation to the Space Coast League of Cities

**Attachments:** FY2023 Appointment of League Voting Delegate form





# SPACE COAST LEAGUE OF CITIES, INC.

A Florida Not-for Profit Corporation

CAPE CANAVERAL  
COCOA  
COCOA BEACH  
GRANT-VALKARIA

INDIALANTIC  
INDIAN HARBOUR BEACH  
MALABAR  
MELBOURNE

MELBOURNE BEACH  
MELBOURNE VILLAGE  
PALM BAY  
PALM SHORES

ROCKLEDGE  
SATELLITE BEACH  
TITUSVILLE  
WEST MELBOURNE

*"CITIES OF BREVARD WORKING TOGETHER"*

## 2023 Appointment of League Voting Delegate/Director

The Bylaws of the Space Coast League of Cities require the following:

- Every December, the governing body of each member municipality must appoint a Voting Delegate/Director and Alternate to the League.  
**Eligibility:** Only the member municipality's elected officials, manager, attorney, clerk, and department heads are eligible to be a Voting Delegate/Director and Alternate. Any Voting Delegate/Director or Alternate who ceases to hold such a position ceases at the same time to be a Voting Delegate/Director or Alternate.  
**Functions:** The person appointed as Voting Delegate serves as both the member municipality's Voting Delegate at membership meetings and its representative to the Board of Directors. The Voting Delegate and the Director is the same person. The sole function of the Alternate for the Voting Delegate/Director is to vote in the absence of the Voting Delegate/Director.
- Following the appointment, the names of the Voting Delegate/Director and the Alternate must be promptly certified in writing to the Executive Director.
- Because dues for member municipalities are based on population, each member municipality must also certify its current population figures when it certifies its Voting Delegation/Director and Alternate.

Accordingly, please provide and certify the information requested below and return this form promptly to the League Executive Director at the email address: [execsec@scloc.org](mailto:execsec@scloc.org).

**Municipality:** [Click here to enter text.](#) **Current Population:** [Click here to enter text.](#)

**Voting Delegate/Director:** [Click here to enter text.](#)

**Email address:** [Click here to enter text.](#) **Telephone Number:** [Click here to enter text.](#)

**Alternate Voting Delegate/Director:** [Click here to enter text.](#)

**Email address:** [Click here to enter text.](#) **Telephone Number:** [Click here to enter text.](#)

I hereby certify that the above named persons were duly appointed by our governing body and the foregoing information is correct: Municipality Clerk's signature: [Click here to enter text.](#) Date: [Click here to enter text.](#)

## Town Commission Meeting

**Section:** New Business

**Meeting Date:** December 21, 2022

**From:** Commissioner Corey Runte

**Subject:** Creating a monthly newsletter for residents

**Background Information:**

**Recommendation:** Discuss creating an online and printed monthly newsletter for residents

**Attachments:**

## **Regular Town Commission Meeting Agenda**

**Section:** New Business

**Meeting Date:** December 21, 2022

**Subject:** Resolution 2022-14 Budget Amendment

**Submitted By:** Jennifer Kerr, Finance Manager

### **Background Information**

Increase the Carry Forward balance in the Ocean Park Parking Fund (172) from FY2021 to FY2022.

Transfer funds back to the General Fund (001) from the Ocean Park Parking Fund (172).

Transfer funds within Departments in the Environmental Advisory Board Fund (104). Increase the expenditure line items within the Ocean Park Parking Fund (172), the Beautification Fund (351), and the Police Donations Fund (622) to cover an increase in expenses.

### **Recommendation:**

Consideration of Budget Resolution 2022-14

### **Attachments:**

Proposed Resolution 2022-14

## RESOLUTION NO. 2022-14

**A RESOLUTION OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022; AMENDING RESOLUTION NO 2022-13; AMENDING THE USE OF ALL BALANCE CARRY FORWARDS FOR ALL FUNDS INCLUDING THE GENERAL FUND, AMENDING THE EXPENDITURE BUDGET FOR ALL FUNDS INCLUDING THE GENERAL FUND; TRANSFER FUNDS BETWEEN FUNDS; ESTABLISHING AUTHORITY FOR THE TOWN MANAGER TO IMPLEMENT THE BUDGET; AND PROVIDING FOR ADOPTION**

**WHEREAS**, the Town Commission adopted the Budget for the Town of Melbourne Beach for the fiscal year beginning October 1, 2021 and ending September 30, 2022 by Resolution No 2022-13; and

**WHEREAS**, this Resolution amends Resolution No 2022-13 covering the period October 1, 2021 to September 30, 2022; and

**WHEREAS**, the Town Commission of the Town of Melbourne Beach has conducted the requisite public hearing(s) on this resolution as required by Section 166.241, Florida Statutes and Section 15-6, Melbourne Beach Code of Ordinances.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Melbourne Beach, Florida, as follows:

**Section 1.** That the 2021-2022 Town Budget for the General Fund and Resolution No 2022-14 adopting the aforesaid amended budget, is hereby amended with the following amendments. Not all funds or accounts are depicted. Funds, accounts, and departmental budgets or appropriations not shown are not amended. There are no revenue increases. The overall budget bottom is not increased.

#1 Increase the Carryforward balances for Fund 172 from Fiscal Year 2021 to FY 2022:

Fund 172 – (Ocean Park Parking Fund) increase in the amount of \$5,861.19 for a balance of \$12,015.19.

#2 Transfer funds back to the General Fund from Ocean Park Parking Fund:

Transfer \$14,500 from Fund 172 (Ocean Park Parking Fund) back to Fund 001 (General Fund).

#3 Transfer funds within Fund 104 – Environmental Advisory Board (EAB)

Transfer \$664.00 from Dept. 19 (General Services) to Dept. 72 (Parks) to record landscaping.

**#4 Increase the following expenditures in the Funds listed below due to increase in expenses:**

**Fund 172 Ocean Park Parking Fund:**

172-75-575.32.90 – Banking Fees from \$2,000 to \$5,023.31  
 172-75-575.43.20 – Water & Sewer from \$1,500.00 to \$1,666.51  
 172-75-575.46.31 – Building Maintenance from \$0.00 to \$148.97  
 172-75-575.63.03 – Volleyball Court from \$1,000 to \$2,945.27  
 172-75-575.64.01 – Capital Outlay from \$0.00 to \$8,738.92

**Fund 351 Beautification Fund**

351-41-570.46.40 – Grounds Maintenance from \$31,234.66 to \$32,551.72

**Fund 622 Police Donations Fund:**

622-21-520.52.90 – Operating Supplies from \$2,000 to \$3,637.18

**Section 2.** That the amounts shown in Section 1 of the Resolution are hereby appropriated out of the treasury of the Town and any revenues accruing to the Town available for said purposes of the Town’s budgetary accounts.

**Section 3.** That the Town Manager is hereby authorized and directed to proceed with the implementation of the service programs and projects provided for in the budget. Such implementation is to be consistent with the provisions of the Town Code of Ordinances and policies established by the Mayor and Town Commission.

**Section 4.** That the appropriations and authorizations provided in this resolution are hereby made effective as of December 21, 2022.

**PASSED AND ADOPTED** by the Town Commission of the Town of Melbourne Beach, Brevard County, Florida, at its regular meeting this 21st day of December, 2022.

TOWN OF MELBOURNE BEACH,  
 FLORIDA, a Florida Municipal Corporation

By: \_\_\_\_\_  
 Wyatt R. Hoover, Mayor

ATTEST:

\_\_\_\_\_  
 Amber Brown  
 Town Clerk

## Regular Town Commission Meeting Agenda

**Section:** New Business

**Meeting Date:** December 21, 2022

**Subject:** Chapter 1 – Town of Melbourne Beach Procurement Procedure  
1.03 Town Check Disbursements

**Submitted By:** Jennifer Kerr, Finance Manager

### Background Information

Chapter 1 – Town of Melbourne Beach Procurement Procedure 1.03 currently says Any and all checks issued by the Town shall be endorsed by one Town Commissioner and the Town Manager and/or Town Clerk. No Town check shall be issued without the two (2) signatures.

According to our bank's services agreement (Page 18): **Multiple Signatures.** The Bank does not offer accounts on which two or more signatures are required for a withdrawal of funds from your account. Any attempt to include such requirement on your checks, signature card or other governing account documents will be for your internal purposes or controls only and will not be binding on the Bank. The Bank may pay checks, items, electronic debits, wires, debit card transactions, online banking transactions, or other withdrawal instructions signed or approved by any one of the authorized signers on the account who are named on the signature card.

### Recommendation:

Update Chapter 1 – Town of Melbourne Beach Procurement Procedure 1.03 Town Check Disbursements to reflect the bank's services agreement.

### Attachments:

Chapter 1 – Town of Melbourne Beach Procurement Procedure with proposed changes  
Truist Bank – Commercial Bank Services Agreement



# Town of Melbourne Beach

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## CHAPTER 1 TOWN OF MELBOURNE BEACH PROCUREMENT PROCEDURE

### 1.01 Policy

It is the policy of the Town to establish procedures to utilize a sound procurement procedure to ensure that the Town's needs are accomplished consistent with quantity, quality, and best price. Procurement policies for the Town are contained in Chapter 15 of the Code of Ordinances.

### 1.02 Petty Cash Revolving Fund

Three hundred fifty dollars (\$350.00) is appropriated as the petty cash revolving fund.

Petty cash will be signed for and backup receipts must be attached. Since the Town is exempt from paying sales tax, reimbursement will not be made for sales tax. Reimbursement for meals will not be made using the Petty Cash Fund.

### 1.03 Town Check Disbursements

Any and all checks issued by the Town shall be endorsed by ~~one Town Commissioner and the Town Manager and/or the Town Clerk~~. ~~No Town check shall be issued without the two (2) signatures.~~ If two signatures are required the checks will be endorsed by the Town Manager and/or the Town Clerk and/or a Town Commissioner.

# Commercial Bank Services Agreement



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## A. LEGAL AGREEMENT

This Commercial Bank Services Agreement ("Agreement"), contains the terms and conditions that govern the relationship between Truist Bank, (the "Bank," "we" or "us") and its clients (the "Depositor," "you," "your," or "Organization,"). When you open an account you are agreeing to the terms of this Agreement. An account is deemed "open" when account documentation has been properly completed and accepted by the Bank and the account opening deposit has been accepted by the Bank. The terms of this Agreement will continue to govern your account and relationship with the Bank even after your account is closed. The terms of this Agreement and our fees or banking services may be changed from time to time by the Bank. When the laws governing your account require the Bank to provide you written advance notification of a change to the Agreement, the Bank will provide such notice by written or electronic notice to you. The notice may be included on your account statement. The notice may explain what change has occurred and instruct you to obtain a current version of the Agreement at your local branch or online at our website, [www.Truist.com](http://www.Truist.com). Unless otherwise prohibited or required by applicable law or regulation, the Bank may change from time to time other provisions of this Agreement with or without notice. Continuing to maintain your account following a notice constitutes your acceptance of our changes. This Agreement cannot be changed or modified by you. Upon the effective date of a change by the Bank, the current revised version of the Agreement will govern your account, regardless of whether you obtained a copy from your branch or online. If your account was originally with a prior financial institution, the terms of this Agreement supersede any prior agreements, representations or understandings you may have had with that institution. If a language preference is requested, we may provide a translated version of our materials and documents. The English version of such documents shall be the governing documents for all purposes.

**Applicability.** By signing the Resolution for Deposit Account, account signature card or conducting transactions on your account, you have agreed to the terms of this Agreement which applies to all business accounts that you have with the Bank or may have in the future. You agree that you will not use your account for any personal, family or household purposes. This Agreement is for the benefit of, and may be enforced only by, you and the Bank and their respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party. The Bank shall have no liability for its failure to perform any service as a result of computer or electronic interruptions or for the errors, acts or failures to act by others.

You acknowledge and agree that the relationship between you and the Bank created by the opening of an account is of debtor and creditor and that the Bank is not in any way acting as a fiduciary for you or for your benefit and that no special relationship exists between you and the Bank.

**Fees.** You agree to pay the Bank for all services provided in connection with your account(s) in accordance with the Bank's current schedule of maintenance fees, activity charges, and minimum and/or average balance requirements which are contained in a separate document called the "Business Deposit Accounts Fee Schedule." The Bank may change its maintenance fees, activity charges, and minimum and/or average balance requirements from time to time and will provide you notice of any change. The terms of the Business Deposit Accounts Fee Schedule, as they may be amended from time to time, are incorporated herein by reference. For the fees associated with the account or services utilized on the account, that are billed through Account Analysis, charges will be that amount recorded by the Bank's Account Analysis System. Treasury management or other services may incur additional fees that are also charged through Account Analysis in the manner and amount as agreed by separate agreement. Account Analysis charges are billed for the prior month's activity.

**Earnings Credit Rate (ECR).** ECR is applied to certain deposit accounts and can be used to lower or eliminate certain deposit and treasury management fees. ECR is a variable rate and may change any time at the Bank's discretion, and may be a rate of zero. The earnings credit on all applicable accounts is calculated by applying a monthly periodic rate to the monthly average positive available balance in the account each month as follows: **monthly average positive available balance x ECR / days in the year x days in the month**. Unless otherwise agreed upon, earnings credit is applied to your account on a monthly basis, and unused earnings credit during a month cannot be used in following months. If the earnings credit for a given month is less than the total of service charges, then the applicable fees will be assessed to the account. For purposes of this paragraph, the term "average positive available balance" means the average account balance for the statement cycle less the average amount of each day's deposit that is in the process of collection.

**Waiver.** No term of this Agreement shall be deemed waived unless the waiver shall be in writing and signed by an authorized officer of the Bank. Any failure by the Bank to insist upon your strict performance of any of the terms of this Agreement shall not be deemed or construed as a waiver of these or any other terms. Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The

waiver by either party of any breach shall not affect the right of the Bank to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement.

**Severability.** If any provision, or a portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal, or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

## **B. ARBITRATION AGREEMENT**

### **MUTUAL ARBITRATION AGREEMENT**

**READ THIS PROVISION CAREFULLY BECAUSE IT HAS A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.**

For any Claim subject to arbitration, neither You nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration. Unless You choose to opt out of mutual arbitration in the manner and time specified below, You and we mutually agree that, if either party demands arbitration, the Parties will resolve any and all disputes between them exclusively through final, binding, and individual arbitration under the terms of this Mutual Arbitration Agreement, including its pre-arbitration dispute resolution process, instead of filing or proceeding with a lawsuit in court (except as otherwise provided below). However, this Mutual Arbitration Agreement does not cover disputes that, as a matter of law, may not be subject to pre-dispute arbitration agreements.

**Requirement to Arbitrate.** Upon the demand of You or us, any Claim(s) will be resolved by individual (as opposed to class, consolidated, collective, or representative) binding arbitration under the terms specified in this Mutual Arbitration Agreement. A "Claim" subject to arbitration is any claim, cause of action, dispute, or controversy between You and us (other than an Excluded Claim or Proceeding as defined below), whether preexisting, present, or future, which arises out of or relates to the Account, this Commercial Bank Services Agreement, any transaction conducted with us in connection with the Account or this Commercial Bank Services Agreement, or any aspect of our relationship. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims, and federal, state, local, and administrative claims. It includes disputes based in contract, tort, consumer rights, fraud, and other intentional torts, a state or the federal Constitution, statute, regulation, ordinance, common law, and equity, and includes claims for money damages and injunctive or declaratory relief. "Claim" also includes disputes concerning the use or disclosure of information about You or us, as well as disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails, or facsimile machines, such as alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing.

**Special Definition of "We," "Us," "Our," and "Parties."** Solely for purposes of this Mutual Arbitration Agreement, the terms "Truist," "we," "us," "our," and "Parties," in addition to the meanings set forth in this Commercial Bank Services Agreement, also refer to Truist Bank and its employees, agents, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, successors, and assigns. The "Parties" refers to both You and Truist. "We," "us," "our," and "Parties" also apply to third parties if You or Truist assert a Claim against such third parties in connection with a Claim You assert against us or Truist asserts against You.

**Excluded Claims and Proceedings.** Notwithstanding the foregoing, "Claim" does not include any individual action brought by You or us in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court or the matter is not brought on an individual basis (i.e., a class, consolidated, collective, or representative basis). In addition, nothing in this Mutual Arbitration Agreement prevents You or us from exercising of any self-help rights, including set-off as described in the Commercial Bank Services Agreement section titled "Right of Setoff." Any individual action in court by You or us that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind does not constitute a "Claim" that must be arbitrated. The institution and/or maintenance of any such right, action, or litigation shall not constitute a waiver of the right of either of the Parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Mutual Arbitration Agreement. Moreover, the term "Claim" also does not include any disagreement over the arbitrability of a dispute, whether a dispute can or must be arbitrated, or whether this Mutual Arbitration Agreement or any aspect thereof is unenforceable, or any dispute regarding the provisions labeled "Pre-Arbitration Dispute Resolution" or "Class, Consolidated, Collective, and/or Representative Action Waiver," including

whether they are unenforceable or have been breached; such disputes or issues must be decided only by a court of competent jurisdiction and not by an arbitrator or arbitration administrator.

**Federal Arbitration Act.** Notwithstanding any choice of law or other provision in this Commercial Bank Services Agreement, the Parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. The Parties expressly agree that this Mutual Arbitration Agreement shall be governed by the FAA even in the event You and/or Truist are otherwise exempted from the FAA. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which You reside shall apply.

**Class, Consolidated, Collective, and/or Representative Action Waiver.** The Parties mutually agree that if You or we elect to arbitrate a Claim, such Claim will be resolved in individual arbitration. The Parties further agree that, to the maximum extent allowable by law, they waive the right to have any Claim brought, heard, administered, resolved, or arbitrated as a class, consolidated, collective, or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, consolidated, collective, and/or representative action, or to award relief to or for the benefit of anyone but the individual Parties in arbitration. The Parties also waive the right to bring any claims for public injunctive relief or other non-individualized injunctive relief. This Class, Consolidated, Collective, and/or Representative Action Waiver does not prevent You or Truist from participating in a settlement of claims on a class-wide, consolidated, collective, or representative basis, to the extent You or we do not exercise a right to opt out of such settlement. If, after exhaustion of all appeals, any of these prohibitions on class, consolidated, collective, or representative claims or public or non-individualized injunctive relief is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the Parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

#### **Arbitration Procedures.**

a) **Pre-Arbitration Dispute Resolution:** The Parties agree that good faith informal efforts to resolve a dispute often can result in a prompt, low-cost, and mutually beneficial outcome. As a result, before commencing arbitration, the Parties must engage in a good faith effort to resolve any Claim covered by this Mutual Arbitration Agreement by providing a written notice of dispute and participating in an informal dispute resolution conference. The party who wishes to assert a Claim must first give notice to the other party in writing of the intent to initiate arbitration ("Notice of Pre-Arbitration Dispute"). A Notice of Pre-Arbitration Dispute must contain the claimant's name, telephone number, mailing address, and e-mail address, the Account number of any Account at issue, a factual description of the nature and basis of the dispute, including the basis and amount of any claimed damages, the amount that the claimant is seeking for resolution of the dispute, and the original personal signature of the party (a digital, electronic, copied, or facsimile signature is not sufficient) and, if the claimant is represented by counsel, a signed statement authorizing the other party to share information about the Account and the Claim with such counsel. After the Notice of Pre-Arbitration Dispute is provided, the Parties will engage in an informal dispute resolution conference by telephone or videoconference to discuss the Claim and see if a resolution can be reached. If either party is represented by counsel, that party's counsel may participate in the conference, but both You and a Truist representative must personally participate in the conference unless You and we agree otherwise in writing. For the protection of Your confidential Account information, multiple customers cannot participate in the same informal dispute resolution conference unless mutually agreed to by all Parties. The informal dispute resolution conference shall occur within sixty (60) days of receipt of the Notice of Pre-Arbitration Dispute, unless an extension is mutually agreed to by the Parties. The Parties shall negotiate in good faith to select a mutually agreeable time. Nothing in this Mutual Arbitration Agreement shall prohibit the Parties from engaging in informal communications to resolve the initiating party's Claim at any time, including before the informal dispute resolution conference. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The Parties agree that the statute of limitations shall be tolled between the period when a fully complete Notice of Pre-Arbitration Dispute Resolution is received and the completion of the informal dispute resolution conference. If You are initiating the Claim, the Notice of Pre-Arbitration Dispute must be clearly marked "Notice of Pre-Arbitration Dispute" and delivered to Truist Bank Legal Department, Attn: Notice of Pre-Arbitration Dispute, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224. If we are initiating the Claim, we will send the Notice of Pre-Arbitration Dispute to the most recent address for You in our files. If any offers of settlement are discussed by the Parties, such information about the proposed settlement will not be disclosed in the arbitration. The Pre-Arbitration Dispute Resolution and informal dispute resolution conference requirements are essential in order to give the Parties a meaningful chance to resolve Claims informally. If any aspect of these requirements has not been met, the Parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, no arbitration provider shall either accept or administer the arbitration or assess fees in connection with such an arbitration.

b) After completion of the informal dispute resolution conference, if the Claim remains unresolved, either You or Truist may initiate arbitration by submitting a demand for arbitration to the arbitration administrator. The demand must include (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) the Account number of any Account at issue; (3) a statement of the legal claims being asserted and the factual basis of those claims; (4) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); (5) the original personal signature of the party seeking arbitration (a digital, electronic, copied, or facsimile signature is not sufficient); and (6) the party's portion of the applicable filing fee. The party initiating arbitration must serve the demand on the other party via certified mail, return receipt requested, or hand delivery. If the party seeking arbitration is represented by counsel, counsel must also provide an original personal signature on the demand for arbitration (a digital, electronic, copied, or facsimile signature is not sufficient). Counsel must also provide a certification that, to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual contentions have evidentiary support, or if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Any demand for arbitration by You must be delivered to Truist Bank Legal Department, Attn: Arbitration Election, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, and any demand for arbitration by us must be sent to the most recent address for You in our files.

c) If a party files a lawsuit in court asserting any Claim(s) that are subject to arbitration and the other party demands arbitration or files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party bringing the Claim(s) to follow the pre-arbitration dispute resolution procedures and – if the dispute is not resolved – to commence the arbitration proceeding with an arbitration administrator in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures. Nothing in that litigation shall constitute a waiver of any rights under this Mutual Arbitration Agreement.

d) The arbitration will be administered by JAMS, 18881 Von Karman Ave., Suite 350, Irvine, CA 92612, [www.jamsadr.com](http://www.jamsadr.com), 800-352-5267. The rules and forms of JAMS may be obtained by writing to JAMS at the address listed above or visiting their website. If JAMS cannot or will not administer the arbitration in accordance with this Mutual Arbitration Agreement, the Parties may agree upon another administrator, or if they are unable to agree, a court shall determine the administrator. No company may serve as administrator if it fails to abide by the terms of this Mutual Arbitration Agreement unless all Parties otherwise consent. The arbitration will proceed in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures in effect at the time of commencement of the arbitration, including any streamlined or expedited arbitration rules, but in the event of a conflict between the two, the provisions of this Mutual Arbitration Agreement shall supersede any and all conflicting arbitration administrator's rules or procedures. To the extent there is a dispute over which arbitration provider shall administer the arbitration, only a court (and not an arbitrator or arbitration administrator) can resolve that dispute, and the arbitration shall be stayed until the court resolves that dispute.

e) In addition to all other requirements in this Mutual Arbitration Agreement, the following provisions shall apply to all arbitrations between the Parties: (1) Truist and You shall equally share filing fees and other similar and usual administrative costs unless otherwise provided by the rules of the administrator; (2) both Parties agree not to oppose or interfere with any negotiations or agreements between the other Party and the arbitration administrator relating to a party's portion of the fees. The arbitrator, however, may disallow any private agreement between an administrator, on the one hand, and the negotiating party, on the other hand, if the arbitrator believes that the private agreement undermines his or her neutrality as arbitrator; (3) the arbitrator may issue orders (including subpoenas to third parties) allowing the Parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (4) except as provided in the Class, Consolidated, Collective, and/or Representative Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law under the circumstances (including statutory awards of attorneys' and expert witness fees and punitive damages) but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply state or federal substantive law, or both, as is applicable; (5) the arbitrator may hear motions to dismiss and/or motions for summary judgment; (6) the arbitrator's decision or award shall be in writing with findings of fact and conclusions of law; (7) any finding that a claim or counterclaim violates the standards set forth in Federal Rule of Civil Procedure 11 shall entitle the other party to recover attorneys' fees, costs, and expenses associated with defending against the claim or counterclaim; (8) either Truist or You may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration may be rendered ineffectual; (9) under no circumstances is an arbitrator or court bound by



decisions reached in separate arbitrations involving different parties; (10) the arbitrator shall honor all evidentiary privileges recognized by applicable law, including the attorney-client privilege and attorney work product doctrine; and (11) if at any time the arbitrator or arbitration administrator fails to enforce the terms of this Mutual Arbitration Agreement, either party may seek to enjoin the arbitration proceeding in a court of competent jurisdiction, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

f) A single arbitrator will be selected in accordance with the rules of the administrator, and unless You and Truist agree otherwise, must be a practicing attorney with ten or more years of experience or a retired judge. Except as specifically stated herein, the arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration provisions or proceedings. A judgment on the award may be entered by any court having jurisdiction.

**Survival and Severability.** This Mutual Arbitration Agreement shall survive the closing of Your Account and the termination of any relationship between us, including the termination of this Commercial Bank Services Agreement. Except as specified in the Class, Consolidated, Collective, and/or Representative Action Waiver, if any portion of this Mutual Arbitration Agreement is found unenforceable, it shall be severed from the Mutual Arbitration Agreement such that the remainder of this Mutual Arbitration Agreement shall be enforceable to the fullest extent permitted by law. A determination that this Mutual Arbitration Agreement is unenforceable or void in its entirety shall have no effect on the validity or enforceability of any other arbitration agreement between or applicable to the Parties.

**Effect of Arbitration Award.** The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$250,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$250,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Mutual Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. Any filing fees and other similar and usual administrative costs of such an appeal will be borne by the Party taking the appeal subject to a reallocation of the arbitrator panel as justice requires. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the Parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the Parties to this agreement.

**Right to Opt Out (New Accounts) – Please Read.** You may opt out of this Mutual Arbitration Agreement within thirty (30) days of opening Your Account. In order to opt out, You, and only You personally, must notify Truist of Your intention to opt out by submitting to Truist, via certified mail or by overnight carrier mail, return receipt requested, to Truist Bank Legal Department, Attn: Arbitration Opt Out, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, a written notice stating that You are opting out of this Mutual Arbitration Agreement. This written notice must be signed by You, and not any attorney, agent, or other representative of Yours and include Your name, address, Account name, and Account number. In order to be effective, Your opt-out notice must be received by Truist within thirty (30) days of opening Your Account. This is the sole and only method by which You can opt-out of this Mutual Arbitration Agreement and any attempt to reject this Mutual Arbitration Agreement by any other person or through any other method or form of notice, including the filing of a lawsuit, will be ineffective. You agree that Your opt-out of this Mutual Arbitration Agreement shall not be imputed to any other person or entity or be deemed to be a rejection of this Mutual Arbitration Agreement by any person or entity other than You. Your opt-out of this Mutual Arbitration Agreement shall not eliminate the obligation of other persons or entities who wish to reject this Mutual Arbitration Agreement to personally comply with the notice and time requirements of this paragraph. If You opt out as provided in this subparagraph, You will not be subject to any adverse action as a consequence of that decision and may pursue available legal remedies without regard to this Mutual Arbitration Agreement. If Truist does not receive proper notice of a timely opt out, You are agreeing to the terms of this Mutual Arbitration Agreement.

a) You may only opt out on behalf of Yourself. A written notice submitted to Truist indicating Your intention to opt out may apply, at most, to You. You (and Your agent or representative) may not effectuate an opt out on behalf of other individuals.

b) Your decision to opt out of this Mutual Arbitration Agreement will not relieve You of any obligation to arbitrate disputes that might arise under any other Account or agreement with Truist that contains an arbitration provision to which You may be bound as a customer. Similarly, Your decision to opt out of another arbitration provision contained in any other Account or agreement shall not relieve You of Your obligation to arbitrate disputes pursuant to this Mutual Arbitration Agreement.

**Impact on Pending Litigation.** This Mutual Arbitration Agreement shall not affect Your existing rights with respect to

any litigation between Truist and You that is pending in a state or federal court or arbitration as of the date of this Mutual Arbitration Agreement. However, if on such date You were bound by an existing arbitration agreement with Truist then that agreement shall continue to apply.

**Right to Consult with an Attorney.** You have the right to consult with private counsel of Your choice, at Your own expense, with respect to any aspect of, or any Claim that may be subject to, this Mutual Arbitration Agreement.

### C. JURY TRIAL WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF THIS COMMERCIAL BANK SERVICES AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS.

### D. LITIGATION CLASS ACTION WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND BANK HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS COMMERCIAL BANK SERVICES AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND THE DEPOSITOR AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.

### E. ACCOUNT OPENING

**Required Information.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, or when you are added to an existing account, we will ask for your name, permanent physical street address, social security number or tax identification number, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license, state ID, passport, or other primary identification documents. If you are a nonresident alien, we will record your passport number, the name of the country that issued the passport and your foreign address. We will accept a post office box only as a mailing address. You may also be asked to provide such information at other times (and on any qualifying account) upon request of the Bank. You agree to assist the Bank in gathering information to meet any bank reporting requirements. You further agree to notify us immediately if there are any changes to the information you have provided us so we maintain the currency and accuracy of this information. If at any time we determine that the information you provided to us was false, incorrect, or of concern to the Bank, or if you refuse to provide us with the information when requested, we may close or freeze any or all of your accounts.

**Foreign Account Tax Compliance Act ("FATCA").** If interest from your account is payable to certain foreign financial institutions, investment funds, or other non-financial foreign entities you are required to certify your FATCA status and provide any other applicable information at the Bank's request. Failure to provide such certification or information may result in a 30% withholding on the payment of interest. The Bank shall not be liable for any additional amounts you may owe as a result of your failure to comply with FATCA.

**IRS Requirements.** The Internal Revenue Service (IRS) requires the Bank to obtain the taxpayer identification number (TIN) applicable to an account. We require you to certify under penalty of perjury that the TIN provided is correct and whether you are subject to backup withholding. The certification is completed on the Bank's signature card, or on IRS Form W-9, Request for Taxpayer Identification Number and Certification. Federal law requires that the Bank withhold a statutory amount of interest payments or dividend payments (referred to as backup withholding) if you:

- Fail to furnish a Taxpayer Identification Number ("TIN"), or
- The Internal Revenue Service notifies us that you furnished an incorrect TIN, or
- You or we are notified by the Internal Revenue Service that you are subject to backup withholding.

If a correct TIN is not provided at the time the account is opened, backup withholding will commence immediately. You must provide us with your TIN promptly after you receive it. After sixty (60) days, if a certified TIN is not furnished, the account may be closed.

Certain additional Internal Revenue Service penalties may also apply if you fail to provide your TIN.

The TIN for a U.S. citizen or an eligible resident alien individual is a Social Security number. For resident or non-resident alien individuals who do not have, or are ineligible for, a Social Security number, the TIN is an IRS Individual Taxpayer Identification Number ("ITIN"). For legal entities, estates and trusts the TIN is their Employer Identification Number. For an account to be classified as a "non-resident alien account" all owners of the account must certify their foreign status at the time the account is opened on a Form W-8. Non-resident aliens must recertify their foreign status every three years.

**OFAC Compliance.** The Department of Treasury's Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions programs implemented by the government. We are required to comply with all OFAC sanctions, which may include rejecting or blocking transactions or funds of certain individuals and entities. Such restrictions may include transactions involving the government of or a citizen of Cuba or with the governments of or individuals or entities located in Iran, North Korea, Syria, Cuba or other countries as designated by OFAC in the future. By opening an account with us, you agree and affirm that you are not a prohibited individual or entity under any of the sanctions programs administered or enforced by OFAC, including those restrictions listed in the previous sentence. In addition, you agree that if you (or another joint owner or authorized person) are ever located within the countries of Iran, North Korea, Syria or Cuba, you (or another joint owner or authorized person) will not use, access or attempt to use or access any account you have with us. You agree that we can freeze and/or reject any transaction we reasonably believe violates any of the OFAC sanctions programs or Bank policy or procedure. You acknowledge and agree that any transaction to or from your account may be delayed or suspended and that a hold may be placed on your account while a transaction is reviewed for possible violations of any of the OFAC sanctions programs and that we will have no liability for any such delays, suspensions, holds and/or any resulting unavailability of funds.

**Unlawful Transactions.** You certify that you will not use your account or any Bank service for any illegal transactions or activity including but not limited to those activities prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et. seq. Further, you represent and warrant that all transactions initiated or conducted by you are legal and not in violation of the Unlawful Internet Gambling Enforcement Act or any other law. Transactions reasonably believed by the Bank to be used for or associated with unlawful activity may be rejected or stopped and the associated account(s) closed immediately and without prior notice. Obligations owed before any improper transaction or account closure will remain in full force. All liabilities and costs associated with rejected or stopped transactions or closed accounts are assumed by the account holder.

**Collateralized Accounts.** If you hold an account that has been collateralized by the Bank with securities, letters of credit or other assets, upon account withdrawal, you relinquish any claim on the collateral associated with the withdrawn balances.

**Agreement to Receive Electronic Communications.** We may provide all legal or regulatory communications associated with your account, including communications about a change in the terms of your account electronically, although you must complete a separate enrollment if you would like to stop receiving paper statements.

We may deliver the communications to you electronically by any of the following methods: (a) via email to an address you have provided to us; or (b) via a wireless device you have designated; or (c) to the extent permissible by law, via a web site that we will generally designate in advance for such purpose; or (d) any other electronic means we have mutually agreed upon. Delivery of electronic communications by any of these methods will be considered "in writing" and you agree that the electronic communications have the same legal effect as written and signed paper communications. You agree to promptly notify us of any change in your contact information, such as your email address or mobile phone number. You may update your contact information by contacting us at 844-4TRUIST.

You may withdraw your consent to receive electronic communications by contacting us at 844-4TRUIST. You may obtain paper copies of the electronic communications by calling us at 844-4TRUIST.

The minimum system requirements to access and retain the electronic communications are: an internet-enabled computer or telecommunications device with 128-bit encryption, sufficient storage capacity and software that enables



you to view files in the Portable Document Format ("PDF").

**Privacy Policy.** Our privacy policy, which is provided at the time you open an account, is described in our publication, "The Truist Consumer Privacy Notice". For current privacy practices, you may access our website at [www.Truist.com](http://www.Truist.com).

**Sharing Information.** To allow Truist to analyze your potential financial needs, or as part of the qualifying and maintenance process for depositors, you authorize Truist, to the extent permitted under applicable law, to obtain information from credit reporting agencies, Early Warning Systems or similar agencies, as we deem necessary. You understand such information will be used by Truist for internal purposes only. Further, you authorize us to share with our Truist affiliates your non-public or confidential information for marketing or other purposes. If you do not wish us to share confidential information with Truist affiliates (referred to as "opting out" of information sharing), you can make that election by calling 1-888-800-3420.

**Telephone Monitoring and Recording.** You agree that Truist may monitor and/or record any telephone conversation with you for any legal reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that Truist is not required to remind you before or during each telephone call that the conversation is subject to being monitored and/or recorded in accordance with applicable state and federal law.

**Bank Reporting Requirements.** Banks are required to file a report called a Currency Transaction Report (CTR) with the Internal Revenue Service whenever it has currency transactions that exceed \$10,000 in one business day. This includes both single and multiple transactions, transactions to or from or on behalf of any one individual or other entity, or in or out of any one account, and exchanges of currency. Banks are also required to file other reports with the U.S. Treasury Department when a transaction is conducted or attempted by, at, or through a bank, involves or aggregates at least \$5,000 in funds or other assets, and the bank knows, suspects, or has reason to suspect that: (a) the transaction involves funds derived from illegal activities or is intended or conducted in order to hide or disguise funds or assets derived from illegal activities (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation; (b) the transaction is designed to evade any requirements of this part or of any other regulations promulgated under the Bank Secrecy Act; or (c) the transaction has no business or apparent lawful purpose or is not the sort in which the particular customer would normally be expected to engage, and the Bank knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction. Banks are also required to maintain a record of: (i) sales of certain negotiable instruments such as cashier's checks, money orders, traveler's checks, and other similar instruments when the amount of cash involved is \$3,000 to \$10,000 inclusive; and (ii) fund transfer of \$3,000 or greater. These records must be made available to the U.S. Treasury Department upon request.

Other crimes under the Bank Secrecy Act are: (i) causing or attempting to cause a financial institution to fail to file a currency transaction report; (ii) causing or attempting to cause a financial institution to file an inaccurate report; and (iii) structuring or attempting to structure large transactions with financial institutions into several smaller transactions in an attempt to avoid reporting. Financial institutions, financial institution employees, and individuals may all be subject to prosecution for evading the reporting requirements. There are both civil and criminal penalties associated with violations of these regulations that may carry significant monetary fines and imprisonment. You agree to assist the Bank in gathering information to meet Bank Secrecy Act requirements.

You may be eligible for a qualified exemption from some of the Bank Secrecy Act reporting requirements. To qualify for such exemption, you agree to cooperate with the Bank in collecting the necessary information to meet the exemption certification requirements.

## F. ACCOUNT TYPES

You agree that when you open an account, you have instructed us as to the correct type of account applicable to your Organization. You further represent to the Bank that you are authorized to do business in the manner indicated and that the acts of person(s) opening the account have been ratified. You agree that the Bank may rely on such representations without requiring additional information or documentation and that you will furnish such information upon request. You are solely responsible for meeting any legal requirements to establish and maintain the type of account requested and have a duty to inform us of the status of any change to the Organization. Federal regulations require that you provide us with information concerning the beneficial owners of a legal entity at account opening. You may also be asked to provide such information at other times (and on any qualifying account) upon request of the Bank. If at any time we determine that the beneficial ownership information you provided to us was false, incorrect, or

of concern to the Bank, or if you refuse to provide us with the information when requested, we may close or freeze any or all of your accounts.

If you have opened a deposit account on behalf the beneficial owner(s) of the funds in an account (for example you are acting as a trustee, agent, nominee, guardian, executor, conservator, custodian, or in some other capacity for the benefit of others), those beneficial owners may be eligible for "pass through" insurance from the Federal Deposit Insurance Corporation ("FDIC") in the event of Bank failure. FDIC "pass through" deposit insurance is federal deposit insurance coverage that applies to the interests of owners or beneficiaries. This means the account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership right and capacity). As the account holder, you must be able to provide a record of the interest of the beneficial owner(s) in accordance with the FDIC's requirements. The FDIC has published a guide and an Addendum to the guide, Section VIII, explaining the process to follow and the information you will need to provide in the event of Bank failure, including the type of information you, as the account holder, must keep regarding the beneficial owner(s) of the funds, as well as the format and process you must follow for submitting those records to the FDIC. The guide and Addendum can be accessed on the FDIC's website at <https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html>. You have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made. You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of Bank failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of that event. As soon as the FDIC is appointed, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination; that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which could delay when the beneficial owners would receive funds. Notwithstanding other provisions in this Agreement, this section survives after the FDIC is appointed as our receiver, and the FDIC is considered a third party beneficiary of this section.

Not all accounts may be available in your area or through the method in which your account is opened. The definitions of account or ownership styles outlined in this section are not meant to be all inclusive and additional accounts or styles may be offered by the Bank. The Bank, in its sole discretion, shall not be required to open a particular account type or style. The manner in which you open an account indicates your ownership rights in the account. You agree that when you open an account the titling of the account is correct and that the Bank has no responsibility to inform you as to how the titling may affect your legal interests. If you have any questions as to the legal effects of an account, you should consult with your own attorney or advisor. If a signature card or other document contains a notation or indication that your account is established for a particular purpose (other than an account type listed below) you agree that such notation or indication creates no additional duties on the Bank and is solely for your personal recordkeeping.

The Bank accepts no liability with respect to an account except to the Depositor, and shall not be liable to the Depositor's officers, directors, stockholders, partners, joint venturers or other interested persons. The Bank will rely upon the signature card, resolution or other written designation of Authorized Signers on an account until we have received notice in a form acceptable to the Bank that the authority has been terminated and we have had a reasonable time to act upon the notice. Depositors referenced on the Bank's records as a Designated Representative can add or remove Authorized Signers from the account and can enter into a night depository agreement, enter into an agreement for cash management or treasury services, lease a safe deposit box, enter into an agreement for deposit access devices, enter into an agreement for credit cards, enter into an agreement relating to foreign exchange and obtain online foreign exchange services related thereto, or enter into any other agreements regarding an account of Depositor. If the Authorized Signers on your account change, the Bank may continue to honor items and instructions given earlier by any previously appointed Authorized Signer until we receive specific written notice from you not to do so and have had a reasonable amount of time to act. In such cases, we may require that you close the account and open a new one or place stop payment orders to prevent transactions from occurring.

Each signer named on your signature card is authorized to obtain information on your account, endorse and deposit items payable to your account, sign checks, drafts, items or other written orders and execute Bank's wire transfer agreements used to initiate wires in Bank's branch offices, place and remove stop payment requests and make withdrawals. The Bank does not, however, verify the signatures on every check paid against your account, which is in accordance with industry standards and you agree that this is not a failure by the Bank to exercise ordinary care. When you receive your monthly statement, you should carefully and promptly examine it to verify that only authorized checks have been paid and/or that only authorized transactions have occurred. The Bank will not be liable if we refuse to

honor any item that we believe, in our discretion, does not contain a genuine authorized signature.

You agree that the Bank may verify your signature through the signature card or a check or other document that bears your signature. We may use an automated process to obtain an image or sample of your signature from a check that bears your signature. If you create your own checks or obtain them from another source, and we cannot accurately verify your signature on a check by comparing the signature to a check posted to your account, you are responsible for any losses that may result from our inability to use that check to verify your signature.

Accounts are not transferable except on the Bank's books and records. In order to transfer title or to pledge an account as collateral for a loan, a written request must be provided in a form accepted and acknowledged by the Bank. Any pledge of an account to a third-party remains subject to the Bank's right of set-off and security interest. The Bank may determine ownership of an account from the information in our records. Any changes you request us to make to your account are not effective until accepted by us and we have had a reasonable time to act on the new information. If ownership of an account is to be changed, the account should be closed and a new account opened to reflect the ownership designation.

**Corporation Account.** An account owned by a corporation, which performs transactions through its officers.

**Escrow Account.** An account opened by attorneys, brokers, realtors or agents for the purpose of holding funds in escrow (trust) for their clients. If you open an attorney trust account, including an IOLTA or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if the applicable state requires notice of those events. Additionally, you authorize us to remit the interest paid on an attorney trust account to the designated Bar Foundation by ACH pre-authorized debit or by check or by any other method approved by the Federal Reserve System. The terms of any agreement or other document under which the account is opened will govern the account, and the Bank has the right, but not the obligation, to review any such document. The Bank assumes no liability for the administration of any fiduciary relationship whether or not the Bank has been provided with a copy of such document. You agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the authorized individuals in handling or dealing with the account.

**Limited Liability Company Account.** An account for a limited liability company, which is owned by its members and managed by those members, a manager, or a board, as designated in the company's operating agreement or articles of organization.

**Partnership Account.** An account for an unincorporated business owned by two or more individuals or entities referred to as partners. The partners may designate Authorized Signers and such authority is revoked upon the Bank's receipt of notification of the dissolution of the partnership.

**Public Funds Account.** An account owned by a U.S. government agency, a State, a County, a local government or any political subdivisions thereof, for which the Bank must pledge securities.

**Receivership Account.** An account opened by a court-appointed receiver to manage the affairs of a designated person, partnership or corporation.

**Sole Proprietorship Account.** An account for an unincorporated business owned by one proprietor or by two legally married partners. The proprietor (owner) may designate Authorized Signers and such authority is revoked upon the Bank's receipt of notification of the proprietor's (owner's) death.

## G. ACCOUNT RULES

Unless this Agreement otherwise indicates: the term "item" means any instrument or a promise or order to pay money handled by a bank for collection or payment, but does not include a payment order for a wire transfer, cash, documentary drafts, notes, credit or debit card slips, or other instruments of a type not routinely accepted for collection or payment to deposit accounts by a Bank. The term "account" means any deposit or credit account with the Bank, and includes a demand, time, savings, or like account other than an account evidenced by a Certificate of Deposit. Although excluded from the definition of account, Certificates of Deposit, whether evidenced by a certificate or book-entry, are subject to the terms and conditions of this Agreement. The term "available balance" refers to the money in your checking or savings account that is currently available to you to make purchases, withdrawals, etc. The available balance reflects any processed and pending transactions, and any holds. It does **not** include any checks you have written that have not posted, if applicable to your account. (Checks are processed during the nightly posting and will be reflected the next day.) Checks cashed by a Truist teller will be reflected in the available balance. This balance

is **updated throughout the day with** transactions you make. The term "collected balance" refers to the collection of non-cash items (checks) deposited by you. The term "Current (Ledger) Balance" refers to your current balance (also called ledger balance) and is the actual amount in your account and does not change throughout the day. It does not include holds or pending transactions.

1. **STATEMENTS.** Statements for your account, notices, or other information regarding your account will be mailed, sent electronically, or otherwise made available to you at regular intervals depending on your account type. The statement or account information will be delivered to the postal or electronic address of the primary account owner as reflected in our records or per instructions you have provided to us. Mailed statements shall be deemed received by you on the earlier of the actual date of receipt or within ten (10) calendar days of the date appearing on the statement.

Electronic statements shall be deemed received on the date they are transmitted to the e-mail address you provided or, the date the statement is provided within your online or mobile banking service. The primary owner shall be responsible for providing copies of statements to any co-owners of the account. If a language preference is selected for your statement, only the primary account owner may change the preference.

You agree to notify us immediately of any change in your contact information, including address, e-mail address, and/or telephone number. The Bank may rely on any instructions purportedly made by you, or on your behalf, to change your contact information without liability. You also agree that we may rely on an address change notification received by us from a third party vendor or the U.S. Postal Service and other governmental sources to update your address on our records. The Bank will have no liability to you for changing your address based on such information, even if such information is in error. If any of your statements or account information is returned to us because of an incorrect postal address or an incorrect, changed, or expired e-mail address, we may stop delivering statements or account information until a valid address is provided. If your account is classified as dormant, we may elect not to provide further account statements. Copies of such statements or any enclosures can be reproduced upon request, subject to applicable fees. Any statements or account information that is returned as undelivered shall be destroyed without notice and subject to applicable fees. Any statements held for you at a branch office shall be destroyed after a limited time and subject to applicable fees.

You shall notify the Bank if you have not received your first statement within thirty (30) calendar days of account opening or within ten (10) calendar days of your regular statement date. The Bank will not be liable to you for any damages as a result of; your failure to promptly notify us of a change in your address, your failure to notify us that you did not receive your statement, or your failure to make arrangements to receive your statement. You are responsible for the accuracy of your statement whether or not reviewed and it shall be deemed final and correct upon thirty (30) days from the statement date.

All business accounts, and the majority of fees associated with deposit and treasury management services, are billed through Account Analysis. In addition to your statement of account information, an Account Analysis statement is available upon request and can be mailed, sent electronically, or made available through one of the Bank's digital platforms. The information on the Account Analysis statement includes name and address, along with information on deposit and treasury management services utilized on the account. If the Bank has received instructions to group your business account with other business accounts owned by you or owned by other entities with some relationship or association to you, all accounts in the grouping will be included in one Account Analysis statement. The Bank will notify you if your account is grouped for the purpose of Account Analysis.

2. **DEPOSITS AND CREDITS.** The Bank, in its discretion, may accept or refuse a deposit, or a part of a deposit, to your account at any time. We may accept deposits to your account from any source without questioning the authority of the person making the deposit. The Bank may require that the person making a deposit provide identification or impose other conditions prior to accepting a deposit. We may give cash back to any authorized account signer or agent in connection with an item payable to the account owner, whether or not the item has been endorsed by the payee. The Bank, in its discretion, may also reverse a deposit even after provisional credit has been granted without prior notice. You agree that any deposit is subject to verification and confirmation notwithstanding your possession of a deposit receipt or acknowledgement. We may reverse or adjust any transaction, credit or debit we believe we erroneously made to your account at any time without prior notice. In addition, if any deposit or other credit is made to your account which we determine should not have been made, we may reverse that credit without prior notice and without any liability to you.

When you deposit or negotiate an item made payable to or endorsed by another party, you guarantee and warrant that all endorsements are valid and that all necessary endorsements are included. In the event any such item is



deposited and returned to us for any reason, you authorize us to place a hold on or debit your account for the amount of the item and you agree to be responsible for the full amount of the item. We may require you to verify an endorsement on an item through the appearance in person of the endorsee with proper identification and/or obtain an endorsement guarantee or ratification. At or after the time of the cashing, negotiation, or deposit of an item with multiple or third-party endorsements is made, we may return the item unpaid or place a hold on your account for the amount of the item until such a verification is complete to our satisfaction.

In the case where a deposited item is lost, stolen, or destroyed before presentment to the paying bank, you agree to fully assist the Bank in obtaining a replacement or reconstruction of such item. Failure to cooperate may result in the credit to your account being revoked or, if deposited but not credited, the credit withheld. You further agree that the Bank may impose a fee for, or decline to cash a check drawn on your account and payable to a third party. The Bank can direct the third party to deposit the check at another financial institution for payment.

The Bank's night drop receptacles may not be used to deliver or deposit checks, money, payments and other items. We assume no liability for any such delivery or deposit unless you have entered into an agreement for this service. In our sole discretion, we may process your delivery or deposit and you agree to indemnify and hold the Bank harmless from any alleged loss, claim, or damage. You agree that the Bank in its discretion may charge a fee for this service, which you agree to pay on demand or it can be deducted from any of your accounts. Delivery of checks or money through a night drop receptacle is not considered a deposit until it is posted to your account.

Deposits are considered accepted in the state in which your account is maintained. If you did not open your account in person at a branch, but through the mail, by phone, or over the internet and you do not reside in a state or maintain a residence in a state where the Bank operates a branch office, your deposit(s) will be considered accepted in the state of North Carolina.

#### **Mail-in Deposits:**

Mailed deposits should be mailed directly to our Special Handling Department to ensure prompt posting to your account using one of the addresses below.

<u>First Class Mail</u>	<u>Express Delivery</u>
<p>Truist Bank Special Handling MC: 306-40-04-25 P.O. Box 27572 Richmond, VA 23261-7572</p>	<p>Truist Bank Special Handling MC: 306-40-04-25 1001 Semmes Avenue Richmond, VA 23224-2244</p>

The date your deposit will be considered received will be the date the deposit is accepted by the Bank at the above noted addresses. In the event you mail a deposit to another Truist address, the deposit will not be considered received until it is accepted by the Bank at the above noted addresses.

**Banking Day.** "Banking Day" means any business day on which the Bank is open to the public for carrying on substantially all of its banking functions at a majority of its branches located within that state. If we receive an item on a weekend or holiday, the item is deemed to have been received on our next business day. Our business days and hours are posted at our branches and ATM hours are displayed on the ATM deposit screen and are subject to change from time to time at our discretion. Inclement weather, natural disasters, computer, or electronic failures may also affect the banking day and business hours.

**Correction of Errors.** The Bank has no duty to compare the items listed on the deposit slip with the items accompanying the slip when the deposit is received by the Bank for accuracy as the Bank relies upon the information you provide on your deposit slip when initially processing your deposit. Therefore, you have a duty to accurately record cash, each item being deposited, and the total amount of your deposit on your deposit slip or at the ATM. If an error in your deposit is later detected, it will be corrected by the Bank unless otherwise agreed. Final credit to your account is based on the total sum of the cash and items actually received by the Bank.

You will be sent a notice of any adjustment we make to your deposit that is more than \$10 dollars. Any correction made to your deposit of \$10 or less will be reflected on your bank statement. You may confirm the final credit amount of

your deposit and your account balance at any time. Under this Agreement, you are required to review your bank statement and report any errors within thirty (30) days from the statement date. Your statement will be deemed final and correct on the thirtieth (30th) day from the date of the statement.

**Missing Endorsements.** The Bank may accept for deposit items made payable to any one or more of the parties in whose name the account is established, with or without endorsement. If you fail to endorse an item for deposit, the Bank may supply the missing endorsement.

**Items Payable Jointly.** If an item is drawn so that it is unclear whether one payee's endorsement or two is required, only one endorsement will be required and you shall be liable for any loss incurred by the drawer as a result of there being only one endorsement.

**Provisional Credit.** In receiving items for deposit or collection, the Bank acts as your collection agent and any settlement given for an item is provisional and may be revoked if payment of the item is not received. When you accept an item for payment or otherwise, and deposit or negotiate the item, you are liable for the entire amount of the item if it is returned for any reason, even if you paid a portion to a third party or there is a difference between the amount of the item and the amount owned by you. You agree that for any item not paid, returned unpaid, that we believe will be returned unpaid, or is returned pursuant to any applicable operating or clearinghouse rules, the Bank may charge back the item against your account without regard to whether such item was returned within any applicable deadlines. If you cash an item that is later returned, you are liable for the item in the same manner as if the item had been deposited to your account and we will charge back the item to your account. At our option and without notice to you that an item has been returned, we may resubmit any returned item for payment. You waive notice of nonpayment, dishonor, and protest regarding any items credited to or charged against your account. You further agree that regardless of any final settlement, if an item is cashed against your account or deposited to your account and is unpaid or is returned to us based upon a breach of warranty claim or any other reason, we may deduct the amount of the item from your account, or place a hold on your account for the amount of the item until liability for the item is determined.

You acknowledge and agree that at the time you deposit or negotiate an item the Bank cannot determine whether it will be paid or returned. You therefore acknowledge and agree that the Bank and its employees or agents will not be liable for any statement or action, express or implied that an item is "paid", "cleared" "good" or any other such indication. To determine the status of an item you have deposited or negotiated you must contact the bank on which the item was drawn.

**Foreign Checks.** We may refuse to accept for deposit or collection items payable in a currency other than U.S. dollars. If we accept such an item, you assume the risk associated with currency fluctuation. Items drawn on foreign banks are subject to final payment by the foreign bank and as such may be returned unpaid later than a similar item drawn on a U.S. bank. U.S. laws and regulations governing the time for returns and collections are not applicable and you bear the entire risk of a returned item which can be charged back to your account at any time. You agree that we may use our current buying or selling rate, as applicable, when processing such an item, inclusive of any domestic or foreign bank fees.

**Inconsistent Name and Account Number.** If a fund transfer instruction for credit or debit from your account lists the name or account number of the beneficiary, the name or routing and transit number of beneficiary's bank or any intermediary bank in an inconsistent or incorrect manner, payment may be made by relying upon the account number, even if it identifies a different person or bank from the one named in the instructions received. You agree that we have no obligation to verify whether the name and the number refer to the same person.

**Receipt of RTP® Network Payment.<sup>1</sup>** When you receive a payment through the RTP Network provided by The Clearing House Payments Company L.L.C., you confirm, by not rejecting the payment, that you are not receiving the payment on behalf of someone who is not a resident of or otherwise domiciled in the U.S.

<sup>1</sup> RTP® is a registered service mark of The Clearing House Payments Company LLC.

**Incoming International Wire Transfers.** When you receive money in a foreign currency via a wire transfer, the currency exchange rate used to convert such funds for deposit into your account may be determined by us in our discretion without prior notice to you. You agree to this procedure and accept our determination of the currency exchange rate. The exchange rate that we offer you may include a commission, will be different from (and usually less favorable to you than) the exchange rate for institutions that is usually quoted in newspapers or online services,

and may be different from our daily published rate. Currency exchange rates can be highly volatile and may change frequently during a day. You assume all risks relating to or arising from fluctuations in the exchange rates between currencies for international wire transfers deposited to your account.

**Return of Direct Deposits.** If, for any reason, we are required to reimburse the payer for all or a portion of any payment deposited into your account through a direct deposit plan, you agree that we may, without prior notice, deduct the amount to be returned from your account or from any other account you have with us, unless prohibited by law. This right is in addition to any other rights the Bank has under this Agreement, including the right of setoff and its security interest in your account.

### 3. WITHDRAWALS AND DEBITS.

**Payment of Items.** For purposes of this subsection, an "item" is a debit to your account which includes a check, substitute check, purported substitute check, electronic item or transaction, draft, demand draft, remotely created item, image replacement document, indemnified copy, ATM withdrawal or transfer, PIN-based point of sale transaction, signature-based point of sale transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, ACH transaction, Online Banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, any other instruction or order for the payment, transfer, or withdrawal of funds, and an image or photocopy of any of the foregoing.

Transactions are processed each banking day during nightly processing. Once your transactions are processed, the results are posted to your account.

Truist will post items to your account based on your available balance. The available balance can be impacted by pending transactions. Examples of common pending transactions include the following but is not an exhaustive list and there may be other pending transactions that have not been included.

- Transfers from another Truist account, Visa Money Transfer Credits, and Zelle Payments that are made before nightly processing begins (generally around 11:59 p.m. ET) will be added to your available balance.
- Authorization holds affect the availability of funds by reducing the available balance. Truist deducts authorized holds from the funds you have available to cover any outstanding items, including checks drawn on your account as well as other withdrawals such as ACH transactions. Your account history reflects the current balance, not the available balance.
- If you use your ATM Card or Debit Card to purchase goods and services, including Internet purchases (point-of-sale transactions), you authorize us to debit your deposit account, and you agree that your authorization may result in an immediate memo debit reducing the account's available balance, even though the transaction may not be finally posted to that account until a later date. You also understand that you may overdraw your account if you make a withdrawal, write checks or make point of sale purchases against funds that are needed to pay ATM/Debit Card transactions that have been authorized but not yet posted to your account.
- Based on account type, overdraft fees may be charged when adequate funds are not available in the account to cover all pending transactions and items being posted, debit card transactions being posted, or outstanding checks, ACH, transfers and all other withdrawals when transactions post during nightly processing.
- It remains very important to keep records of all payments you've authorized from your account. Authorization holds will help track your debit card purchases and reserve the funds before they post to your account. However, we have no record of outstanding checks or ACH transactions you've authorized.

Once the available balance is determined, prior day credits and debits will post before current day credits and debits. Once prior day credits and debits are determined, if any, transactions will post in order according to the groupings below:

1. **Deposits and Credits** – all deposits and credits will be posted to your account first. This includes cash and check deposits and incoming transfers, received before the cutoff time at the location the deposit or transfer was made.
2. **Bank-initiated transactions** – such as corrections and Deposited Item Returned Checks.

3. **Client-initiated withdrawals and debits** – withdrawals/payments that have been previously authorized and cannot be returned unpaid, such as debit card purchases, ATM withdrawals, account transfers, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time you conducted the transactions. For a debit card transaction, if a merchant does not seek authorization from the Bank at the time of the transaction, we will use the date the transaction is received for payment from your account.
4. **Client-initiated withdrawals and debits such as ACH (automated payments)** – such as bills you pay by authorizing a third party to withdraw funds directly from your account. If there is more than one of these types of transactions, they will be sorted by the date and time that they are received. Multiple transactions that have the same time will be sorted and paid from lowest to highest serial number.
5. **Client-initiated Checks** – Checks will be posted and sorted in sequential order.
6. **Bank Fees** – Fees, such as monthly maintenance fees, will post to your account last. Please note that some fees will be posted to your account at the time they are incurred and others, like maintenance fees, will post last.

If sufficient funds are not present to cover all presented transactions, Truist will:

**Determine if Overdraft Protection is available:** Any overdraft protection source that has sufficient availability to cover the presented transactions, will be transferred to cover the presented transactions. (see page 17)

**If no Overdraft Protection Source is available:** At our sole discretion, we may pay a check or automatic payment into overdraft, rather than return it unpaid. If the transaction is paid into overdraft, it may help you avoid additional fees that may be assessed by the merchant. If the item is returned, you will incur a Returned Item Fee.

The Bank has the discretion to process items even if your account has an insufficient available balance to pay such items. Your “available” balance represents the amount of funds available for withdrawal or to pay items presented against your account. The “available” balance may not be the same as your “current” or “posted” balance. For example, your available balance may be reduced by a POS transaction in which the merchant has obtained authorization from the Bank but that has not been presented for payment. We consider such pending transactions in the calculation of your available balance.

In the payment clearing process, the Bank employs techniques to assist in the detection of unauthorized items that may be presented against your account for payment. If a particular item appears to represent unusual activity on your account, you authorize the Bank, in its discretion, to reject the item and return it unpaid. If the returned item was, in fact, properly payable, you agree to hold the Bank harmless from any claims, loss, or damages as a result of the Bank not paying the item.

We may change the priority or order in which items are processed at any time without notice to you. If you do not have sufficient funds available in your account to pay all items presented on a given day, our processing methods may result in more overdraft/returned item fees (based on account type), or other fees or penalties. We may choose our processing method at our sole, unilateral and absolute discretion, regardless of whether additional fees or penalties may result. We may refuse any check or other item drawn against your account or any method of presentment, including electronic presentment, attempting to withdraw funds from your account if it is not presented on a form and through a procedure approved by the Bank.

It is your responsibility to reconcile your account and to avoid overdraft situations. For more detail on Truist’s processes refer to our Facts About Banking website at [Truist.com/TheFacts](http://Truist.com/TheFacts).

You agree to hold the Bank harmless and indemnify us for any liability we may incur for reasonably acting, in our discretion, upon any instructions you may provide to us by telephone, telecopier (fax machine), e-mail, or other electronic means.

In the event you voluntarily give your account number to a third party by telephone or any other method, you authorize the recipient of the information to initiate debits to your account and you will be liable for all debits initiated by such person or company. Likewise, you will be liable for all debits initiated by any service provider hired by you to draft your account to pay third parties, whether your signature is on the drafts or not.



When you give signed checks to another party with the payee, amount, date or other provision left blank, you agree that your account may be charged for the check as completed.

We may honor items drawn on your account by authorized signers, even if the items are made payable to them, to cash or for deposit to their personal accounts. You agree that the Bank has no duty to investigate or question items, withdrawals or the application of funds.

Payment made to a person presenting an account withdrawal receipt signed by the Depositor, shall be conclusively deemed to be good and valid on the account of the Depositor. We will have the right to assume that any such person is acting as a messenger for the Depositor, unless the withdrawal receipt has been lost and notice in writing has been given to us. Receipt of such notice must be acknowledged in writing and signed by an officer of the Bank before such payment is made. This paragraph does not grant you the right to make withdrawals by messenger. We reserve the right to refuse withdrawals by messenger.

**Multiple Signatures.** The Bank does not offer accounts on which two or more signatures are required for a withdrawal of funds from your account. Any attempt to include such requirement on your checks, signature card or other governing account documents will be for your internal purposes or controls only and will not be binding on the Bank. The Bank may pay checks, items, electronic debits, wires, debit card transactions, online banking transactions, or other withdrawal instructions signed or approved by any one of the authorized signers on the account who are named on the signature card.

**Deduction of Fees.** Fees may be deducted from your account without prior notice to you. Maintenance, activity fees and applicable fees for returned deposited checks, returned items, overdrafts (based on account type), stop payment orders, charges for check printing, and other service charges made in accordance with the rules of the Bank in effect at the time of such charge shall be deducted from your account and may be posted prior to other debits. The Bank shall not be liable for refusing to honor items presented for payment because of insufficient funds as a result of deducting such fees. Any fees (or portions thereof) that were not posted due to insufficient funds at the time of posting may be collected at a later date without prior notice when sufficient funds are available in the account. Fees are subject to change from time to time at the Bank's discretion. The current Business Deposit Accounts Fee Schedule is available at [www.Truist.com](http://www.Truist.com).

**Stale Dated Items.** The Bank maintains the option to either pay or dishonor any stale dated item, which is an item more than six months old, upon presentation to the Bank. If the item is paid by the Bank in good faith, we will not be liable for any loss, fees or damages you suffer as a result of the item being charged to your account.

**Preauthorized Demand Drafts.** A preauthorized demand is a type of bank draft used by telemarketers and sales representatives who sell goods and services through the telephone, mail, or other electronic means. Drafts are used to obtain funds from your account without you issuing a check or getting your signature on the draft. In lieu of a signature, a legend such as "Payment Authorized" or "No Signature Required" may appear on the draft. If you give a telemarketer or any other party information about your account or account number, and the information is thereafter used to debit your account, the Bank is authorized to pay such item. If you wish to stop payment on the draft, you must revoke your authorization by giving notice to the telemarketer or the third-party.

**Remotely Created Checks.** A remotely created check is an item that appears to authorize payment to be made but which is not actually signed by the drawer. You agree that if you cash, negotiate or deposit a remotely created check, you warrant to us that the check is authentic and is authorized by the drawer according to the terms contained on the check. If a remotely created check is returned to us at any time and for any reason, we may debit the amount of the check from your account.

**Electronically Created Items.** An electronically created item is defined under federal regulation as an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not from a paper check. You are not permitted to deposit these items. However, if you deposit an electronically created item, you agree to be liable for any losses that result from the fact that (i) the electronic image or electronic information is not derived from a paper check; (ii) the person on whose account the electronically created item is drawn did not authorize the issuance of the item in the amount, or to the payee, stated on the item, or (iii) a person receives a transfer, presentment, return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check already paid.

**Death or Incompetence.** Neither a depositor's death nor a legal adjudication of incompetence revokes the Bank's

authority to accept, pay, or collect items until the Bank is notified of the fact of death or of an adjudication of incompetence and has a reasonable opportunity to act on it. Even with knowledge the Bank may, for ten (10) days after the date of death, or adjudication of incompetence, pay checks drawn on or before said date unless ordered to stop payment by a person claiming an interest in the account.

**Delayed Return of Item.** The Bank will not be liable if an item deposited into your account is returned after the time set by applicable law if the delay is caused by an improper endorsement. You will be liable to the Bank for any loss or expense we incur because we are unable to timely return an item drawn on your account caused by any markings or damage to the item.

**Postdated Items.** You agree not to issue a postdated check and the Bank may disregard such date on the item when it is presented for payment. The Bank is authorized to pay any check prior to the date on the item even if you have given us notice that it is postdated. If the Bank agrees to re-credit your account after paying a postdated check you agree to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist in any legal action taken against that party.

**Conditional Items.** You agree not to issue a check that is conditional. For example, you may not issue a check with the notation "void after 30 days." The Bank has the right, however, to pay or reject an item where payment is conditional and the condition has not been satisfied. For example, we may pay a check which says "void after 30 days" even though the check is presented more than thirty (30) days after its date.

**Large Cash Withdrawals.** For security reasons and in order for us to properly prepare for such requests, we require advance notice for large cash withdrawals. We can refuse an order to withdraw funds in cash or to cash an item if we believe that the request is a security risk or will result in a hardship on the Bank. We may require you to accept an Official Check or electronic transfer to receive the funds. If we agree to a large cash withdrawal, you may be required to employ a courier service acceptable to us and at your risk and expense. If a large cash withdrawal is completed at a branch you will be required to sign a cash withdrawal agreement or affidavit. Refusal to sign the agreement is grounds for us to revoke the cash withdrawal and require an alternate delivery for the funds. You understand and agree that the Bank is not responsible for providing any security regarding any cash withdrawals or deposits.

**Substitute Checks.** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from the Bank may be substitute checks. This notice describes rights you have when you receive substitute checks from the Bank. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

**Your Rights Regarding Substitute Checks.** In certain cases, federal laws provide a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that the Bank withdrew the wrong amount from your account or that the Bank withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, returned item fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after the Bank received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after the Bank received your claim. The Bank may reverse the refund (including any interest on the refund) if it later is able to demonstrate that the substitute check was correctly posted to your account.

**How to Make a Claim for a Refund.** If you believe that you have suffered a loss relating to a substitute check that was posted to your account, please contact the Bank at 844-4TRUIST or you can visit your local branch. You must contact

the Bank within forty (40) calendar days of the date that the Bank mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the statement for your account showing that the substitute check was posted to your account, whichever is later. The Bank will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. We may require that you submit your claim in writing. Your claim will still be timely if we receive your oral claim within the 40 day time period, and we receive your written claim no later than the 10th business day after you submitted your oral claim.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- Copies of the substitute check or the following information to help the Bank identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.

**Non-Sufficient Funds.** An overdraft is created when you have non-sufficient funds in your account to cover a check, withdrawal, automatic transfer, electronic transaction (e.g., ATM or point-of-sale purchase), returned deposited item, or any other electronic purchase, payment, or debit when it is presented for payment. If your account is linked to Overdraft Protection, the overdraft will be paid, pursuant to the terms of the Overdraft Protection Service section stated in this Agreement (and subject to the funds available in your Overdraft Protection protector account). Overdraft Protection transfer fees as described in the Business Deposit Accounts Fee Schedule will also apply.

**Your responsibility when your account has an overdraft.** You are in the only position to ensure that your account has sufficient funds to cover all of your checks, debits and fees by maintaining an accurate record of your outstanding credits and debits. Checks or other items drawn against non-sufficient funds in your account, which have not been covered by overdraft protection, are subject to a fee, set forth in the Bank's then current Business Deposit Accounts Fee Schedule. If an item such as an ACH debit or a check is reinitiated or represented against your account, it shall constitute a separate "item" for purposes of the overdraft fee, and an overdraft fee shall be incurred each time the item creates an overdraft in your account, regardless of whether the item was initiated or presented against your account multiple times. This fee will be charged to your account in accordance with the terms of this Agreement or any applicable regulations and laws in effect at the time the penalty/fee is incurred. We may determine whether your account contains sufficient funds to pay a check or other item at any time between the time the check or other item is received by us and our return deadline and by using any means we choose in our sole, unilateral and absolute discretion, and only one determination of the account balance is required. The Bank under no circumstances shall be required to examine or consider balances which you may maintain in your other accounts. If that determination reveals non-sufficient funds to pay the check or other item, we will not be required to honor the check or other item and may return it. Alternatively, we may honor the check or other item and create an overdraft.

However, honoring one or more overdrafts does not obligate us to honor any future overdrafts, and you should not rely on us to honor an overdraft.

We are not required to send you prior notice on checks returned for non-sufficient funds. You agree to deposit sufficient funds immediately to cover any overdraft and any penalties assessed, and to reimburse us for any costs, including but not limited to reasonable attorney's fees, we incur in collecting any overdraft from you. The amount of the overdraft shall constitute an indebtedness to the bank and shall be due and payable immediately, without notice or demand.

**Overdraft Protection Service.** Overdraft protection is an optional service you can add to your checking or money market account by linking one eligible account. We will use available funds in your linked account, (the "protector" account), to authorize or pay your transactions if you don't have enough money in your checking or money market account (the "protected" account). You can enroll in Overdraft Protection by calling 844-4TRUIST.

Eligible protected accounts include a checking or money market account. Savings accounts are not eligible to enroll in the Overdraft Protection Service as a protected account.

Eligible protector accounts include a Truist deposit account, Truist credit card, or Truist Line of Credit.

A single Overdraft Protection Transfer or Advance Fee will be assessed any day a transfer/advance is made regardless of

the number of transactions covered. Also, we will not charge a fee unless the transfer/advance covered at least one pending item, or helped you avoid at least one overdraft or returned item. The fees associated with Overdraft Protection may be less expensive than the fees for overdrafts and returned items. The Business Deposit Accounts Fee Schedule explains the fees and other charges that apply to Overdraft Protection. Please review the Business

Deposit Accounts Fee Schedule carefully. Your protector account can provide Overdraft Protection for more than one deposit account, but a protected account can have only one protector account. We may cancel your Overdraft Protection service at any time by sending you notice. Your request to add or cancel Overdraft Protection is effective immediately. Transfers will be made in exact increments from the protector account to your protected account. This information is detailed below. Any owner of both the protected account AND the protector account may enroll in Overdraft Protection without the consent of other owners by calling 844-4TRUIST. Any owner of the protected account OR the protector account may cancel Overdraft Protection without the consent of other owners by calling 844-4TRUIST. If you link a jointly owned account, you authorize us to share information about your account with each owner of the other linked account, such as type of protector account and partial protector account number.

**Overdraft Protection from Another Deposit Account** allows you to link your checking or money market account (the "protected" account) to another Truist deposit account (the "protector" account), for Overdraft Protection. The protector account can be a second checking account, savings account, or money market account. When you do not have enough available funds in your protected account to cover a debit item, we may automatically transfer funds from the available balance in your protector account to your protected account. We generally charge an Overdraft Protection transfer fee for each day a transfer is made. Transfers will be made for the exact amount of the overdraft plus applicable fees from the protector account to your protected account. If the balance in the protector account is not sufficient to cover the entire overdraft, the Bank may make transfers to pay individual debit items up to the available balance in the protector account. However, the Bank reserves the right to not initiate transfers to cover such overdraft and to return the debit item(s) for non-sufficient funds. An overdraft or returned item fee, as disclosed in the Business Deposit Accounts Fee Schedule, for each debit item will be charged. Funds you deposit into your protected account may not be available immediately for Overdraft Protection transfers. Overdraft Protection will be cancelled if your protected account or the protecting account is closed, or if the linked account has a zero balance. Please see the Business Deposit Accounts Fee Schedule for more information about Overdraft Protection from another deposit account.

**Overdraft Protection from Your Credit Card** allows you to link your checking or money market account (the "protected" account) to an eligible Truist credit card (the "protector" account) for Overdraft Protection. When you do not have enough available funds in your protected account to cover a debit item, we may automatically advance available funds from your protector account and transfer the funds to your protected account. Transfers will be made in exact increments from the protector account to your protected account. If the available credit on the protector account is not sufficient to cover the entire overdraft together with the related fees, the Bank may make transfers to pay individual debit items up to the available credit on the protector account. However, the Bank reserves the right to not initiate transfers to cover such overdraft and to return the debit item(s) for non-sufficient funds. An overdraft or returned item fee, as disclosed in the Business Deposit Accounts Fee Schedule, for each debit item will be charged. An Overdraft Protection advance is made under, and is subject to, the terms and conditions described in the applicable credit card agreement. We ordinarily do not make an advance if you are in default under your credit card agreement or if the advance would cause you to exceed the amount of credit available for that type of transaction. As examples, we may decide not to advance funds from your credit card account if you fail to make a credit card payment by its due date or if you exceed any credit card limit on your credit card account. The funds advanced are subject to fees and finance charges under your credit card agreement. Overdraft Protection advances do not have a grace period and will begin accruing finance charges from the date the advance is posted to your credit card account. We may also charge an additional Overdraft Protection transfer fee to your protected account for each day a transfer is made, as disclosed in the Business Deposit Accounts Fee Schedule.

Advances from a Credit Card may be charged at a higher Cash Advance rate of interest. Please see your credit card agreement for more information about Overdraft Protection from your credit card account.

**Overdraft Protection from Your Line of Credit** allows to you link your checking or money market account (the "protected" account) to an eligible Truist line of credit (the "protector" account) for Overdraft Protection. When you do not have enough available funds in your protected account to cover a debit item, we may automatically advance funds from your protector account and transfer the funds to your protected account. Transfers will be made in exact increments from the protector account to your protected account. If the available credit on the protector account is not sufficient to cover the entire overdraft together with the related fees, the Bank may make transfers to pay individual debit items up to the available credit on the protector account. However, the Bank reserves the right to not



initiate transfers to cover such overdraft and to return the debit item(s) for non-sufficient funds. A transfer may not be available if the line of credit is blocked due to a late payment. An overdraft or returned item fee, as disclosed in the Business Deposit Accounts Fee Schedule, for each debit item will be charged. The Overdraft Protection advance is made under, and is subject to, the terms and conditions described in the line of credit agreement. We ordinarily make the advance as long as you are not in default under the line of credit agreement and as long as the advance does not cause you to exceed the amount of your available credit on your line of credit. The funds advanced are subject to fees and finance charges under the line of credit agreement. Overdraft Protection advances do not have a grace period and will begin accruing finance charges from the date the advance is posted to your line of credit account. We may also charge an additional Overdraft Protection transfer fee to your protected account for each day a transfer is made, as disclosed in the Business Deposit Accounts Fee Schedule.

Please see your line of credit agreement for more information about Overdraft Protection from your line of credit.

#### 4. FRAUD AND UNAUTHORIZED TRANSACTIONS.

**Duty to Safeguard Account.** You have a duty to safeguard access to your account (including any credit accounts), account information, checks, signature stamps, account security codes, passwords, or personal identification numbers ("PIN") and personal identification. If there are any unauthorized transactions or suspicious activity on your account, including unauthorized checks or debits on your account or lost, stolen or missing checks, we strongly advise that you close your current account and open a new one, and if available, implement a service that is designed to help detect and/or deter fraud. If you do not close your account, or if you fail to implement the service that was recommended to you after a fraud occurred of the kind the service was designed to prevent, you agree that the Bank is not liable to you for any subsequent debits, unauthorized transactions, losses or damages that occur on your account.

You agree to report any lost or stolen check(s) or any unauthorized transaction(s) on your account immediately upon discovery. We may require that you close the account and open a new account. If you fail to report such a theft or loss, you will assume full responsibility if the Bank should pay such items. If you permit any person to have access to any place in which you store your checks, you agree that the failure to keep your checks locked and secure shall constitute negligence and the Bank shall not be responsible for any such checks that are subsequently stolen and forged.

To guard against the disclosure and unauthorized use of personal information, you agree not to pre-print or write your Social Security Number, date of birth, driver's license number or other personal information on your checks or other items issued on your account. If such information is included on your checks or other items drawn on your account, you agree that the Bank will not be liable for the improper use of any such information by an individual or entity, regardless of how the individual or entity obtained or used the information.

You agree to place a stop payment on any lost or stolen check if such item has not already been paid. The Bank shall also not be responsible for paying any such item had you reported or stopped payment in a timely manner.

You agree to keep any account information, security code, password, PIN or personal identification used to access your deposit or credit account(s) secure and strictly confidential and not to disclose such information to any other person. You must notify the Bank immediately if this information is lost or has become known to, or been used by, an unauthorized person. You acknowledge that the Bank has no method to determine whether a transaction conducted with use of a valid name, account number, and security code or personal identification was proper, and therefore authorize the Bank to complete any transaction involving your account made with the use of such information. Subject to applicable law, you agree to be responsible for any transaction initiated with the use of a valid name, account number, security code, or personal identification, and agree that the Bank shall have no liability for any loss, claim, or damage you sustain as a result of the use of your security code or personal information described above whether such transaction was authorized or not. These rules apply to all checking, savings, or credit accounts in which a check, draft, or other item is used to withdraw or transfer funds.

**Duty to Review Account Statement.** You agree to review your account statement within thirty (30) days from the statement date. Because you are in the best position to discover an unauthorized signature or endorsement, a missing endorsement, any alterations or counterfeit item or other error on the statement itself (including any item improperly charged to your account, any deposit not credited to your account, or any incorrect or improper amount, fee or interest calculation), you agree that, without regard to care or lack of care by you or the Bank, we **will not be liable for any such items and you will be precluded from any recovery from the Bank if you have not reported such items in writing to the Bank within thirty (30) days from the statement date of the earliest statement containing those**

**items.** The Bank will also not be liable for forgeries on your account committed by the same person if you fail to report the first forgery(s) within thirty (30) days from the statement date containing the first forgery(s). If you choose not to receive your statements, you remain responsible to review and report any errors within thirty (30) days from the statement date. If you are absent from your account mailing address, you are responsible to make arrangements to have your statements reviewed for errors and report them in a timely manner.

**Duty of Care.** You agree that you will exercise ordinary care in handling your account. In exercising ordinary care, you shall have the duty to: carefully examine your bank statements [and any other notice(s)] for fraudulent or unauthorized transactions and promptly notify the Bank of fraudulent or unauthorized transactions; timely reconcile your bank statement to detect any other account discrepancies including any missing or diverted deposits; implement security precautions regarding the use and access to your account by use of any access device including checks, drafts or security codes, passwords, or other personal identification numbers; implement security precautions regarding the use and access to any signature stamp; conduct background checks on any individual who has authority to prepare your checks or reconcile your bank statements; independently review the work of any person who is responsible for reconciling your bank statement and preparing checks on a monthly basis; and comply with all other duties imposed on you under this Agreement or under applicable state law. Your failure to exercise ordinary care will constitute negligence and will preclude you from asserting against the Bank any unauthorized transaction on your account.

You acknowledge that the Bank processes its checks by automated means and is under no duty to examine each item presented for payment. You acknowledge that the Bank's automated check payment and notification procedure applies to all items presented for payment against your account including checks or other withdrawal orders presented directly over the counter at any branch location. You agree that such automated check payment and notification procedure is commercially reasonable. You and the Bank, pursuant to applicable law, therefore agree that the Bank shall be deemed to have exercised ordinary care if it adheres to a standard of manual or mechanical examination of a random sampling of items being processed for payment. These items may represent a sampling or selection of items drawn on all accounts, or items which meet certain minimum criteria established by the Bank for manual or mechanical inspection (such as large amounts). The Bank shall be deemed to have acted in good faith and in accordance with reasonable commercial standards in paying any items forged or altered so cleverly (as by unauthorized use of a signature stamp, facsimile machine or otherwise) that the unauthorized signature, endorsement, or alteration could not be detected by a reasonable person.

The Bank's policies and procedures are general internal guidelines for the sole benefit of Bank and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your account. A clerical error or honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

**Limitation to File Claim.** You agree that no legal proceeding or action may be commenced against the Bank to recover any amounts alleged to have been improperly paid out of the account due to any unauthorized signature or endorsement, any alteration, or any other fraudulent or unauthorized transaction unless: (a) you have timely provided the written notices as required above and (b) such proceeding or action shall have been commenced within one year from the date the statement containing the unauthorized transaction was made available to you. As used herein, a proceeding or action is commenced when you file suit in a court of competent jurisdiction, or if the action is subject to arbitration, when you give the Bank written notice of such action. Any proceeding or action not brought within one year from the date of the first statement containing the unauthorized transaction is forever barred.

**Duty to Cooperate.** If you report any unauthorized transaction on your account, you agree to cooperate with the Bank in its investigation of the claim. This includes preparing an affidavit or statement containing whatever information the Bank requires concerning the account, the transaction, and the circumstances surrounding the loss. You also agree to file a criminal report and upon our request, to provide us with a copy of the report, and testify against any suspected wrongdoer and waive any claims against the Bank if you fail to do so or if you enter into any settlement, compromise, or restitution agreement with the wrongdoer without the consent of the Bank. The Bank may reverse any credit or reimbursement should you fail to file the criminal report or refuse to testify against the wrongdoer.

You agree that you cannot and will not bring any legal action or arbitration claim against us unless you have first provided the affidavit or statement described within this section.

**Duty of Insurance.** You agree to pursue all rights under any insurance policy you maintain before making a claim against the Bank in connection with any unauthorized banking transaction. You agree to provide the Bank with all reasonable information about any insurance coverage, including the name of the insurance carrier, the policy

number, policy limits, and applicable deductibles. The Bank's liability, if any, will be reduced by the amount of any insurance proceeds you are entitled to receive. At the Bank's request, you agree to assign your rights under any insurance policy to the Bank.

**Limitation of Liability.** You agree that the Bank has a reasonable time to investigate the facts and circumstances surrounding any claimed loss and that the Bank has no obligation to provisionally credit your account before or during the investigation, unless required by law. If we do credit your account, you agree that such credit is not considered final payment. If a credit is given to your account at any time and the Bank determines that the original debit to your account was proper, you agree that the Bank may reverse the credit to you at any time whether it originally advised that the credit was provisional. The Bank's maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could not have been realized by the use of ordinary care. In no event will the Bank be liable for special or consequential damages, including attorneys' fees incurred by you. The Bank will not be liable for any items that are forged or altered in such a way that such forgery could not be reasonably detected.

If you request a stop payment on a check that is presented to us for payment electronically (such as a substitute check, converted check, remotely created check, or imaged check) that does not contain the check number, we will attempt to stop payment based on the information you provided. We will have no liability for our inability to stop payment on such an electronic item as our stop payment process is dependent upon the ability to read a check number. You may be charged a stop payment fee even if we are unable to affect your stop payment order.

**Facsimile Signatures.** The Bank may refuse to accept a request from you to use a machine or "facsimile signature" on your account. If we do agree, you must provide us with a specimen of any machine or facsimile signature and your name must be listed on the signature card for the account. Regardless of whether you have provided a specimen of the facsimile signature, if you use a machine or facsimile signature, you are responsible for any check, draft, item or other written order when bearing or purporting to bear a machine or facsimile signature of any of the authorized signers, regardless of by whom or by what means the item was created. You assume all liability for and indemnify us from the unauthorized use of any machine or facsimile signature. If you use any type of machine or facsimile endorsement on any item, you agree that we may accept any future machine or facsimile endorsement on an item as your endorsement regardless of by whom or by what means the actual or purported machine or facsimile endorsement may have been affixed.

**Bookkeepers.** In the event you authorize any third person, such as a bookkeeping service, an employee, or agent of yours to retain possession of or prepare items or make deposits, issue payments, wires or other transfers, you agree to assume full responsibility for any errors or wrongdoing by such third party or any of their employees, including if the Bank should pay such items or allow the negotiation of any part of a deposit, including receiving any cash back. You agree that we may deny a claim for loss due to forged, altered or unauthorized checks, endorsements or unauthorized payments, wires or other transfers if you fail to follow these procedures.

5. **BANK'S STIPULATIONS/RIGHT TO CLOSE ACCOUNT.** We may at any time, in our discretion, refuse to open an account, refuse any deposit, refuse to cash a check, limit the amount which may be deposited, or return all or any part of a deposit. Further, the Bank may discontinue or refuse to offer you any account, service or product at any time. In addition, the Bank may close your account at any time and for any reason or for no reason without advance notice. If a determination by the Bank is made to close your account, a hold may be placed on the account until the funds are released to you. If we close your account we may give you either oral or written (includes electronic) notice of our intention to close the account. If given in writing, the notice will be sent to your address or e-mail shown on our records. Upon notice, you must stop conducting transactions on your account. We shall not be liable for dishonoring any items initiated after the date of the notice. In the event that you have not closed your account, we will close the account and mail you a check for the remaining balance in the account after deducting any applicable fees and charges to the address we have on record, or you may arrange delivery of the check at a mutually agreeable location. We may also deliver the remaining balance in any business or organization account to any authorized representative listed on our records for the business or organization. Closing the account does not release you from the payment of accrued fees or liability for items in process. The Bank may in its discretion close your account without prior notice if the account has a zero or negative balance, or if we believe it necessary to protect the Bank, its employees or others from risk, harm or loss. Any waiver by the Bank of its right to close an account for cause shall not be a waiver of our right at a later time to close your account for the same or similar reasons. Once we have closed your account, we can, without liability to us, refuse to honor any withdrawal requests, checks, or other items presented for payment after we closed your account. We further reserve the right to reject any deposit that is made to a closed account by returning the item or by crediting the item to another active account of yours. We reserve this right notwithstanding that the deposit may

have been processed and/or that you were given a receipt for the deposit. The deposit receipt shall not constitute acceptance of funds in such instance and we shall have no liability for any items returned unpaid which are drawn on a closed account even if you attempt to make a deposit to the account. You may close your account at any time but must first notify the Bank in writing, or by contacting one of our branches or offices of your intent to close the account. Your failure to notify us may result in additional fees or charges on the account and you shall remain liable for any items in process. A notation written on the face of a check does not constitute the required notification to the Bank. We may accept deposits to an account after it is closed in order to pay any fees or charges due and any amounts outstanding and unpaid. Acceptance of any deposit does not require us to reactivate or reopen the account.

You agree that the Bank may report your account to Early Warning Systems or other consumer reporting agencies if it is closed due to a negative balance, fraud, or other inappropriate activity. If we close your account because the account has an overdrawn balance, which we charged off, you agree we may report this closure. Such reporting may adversely affect your ability to open an account at another financial institution or to write or negotiate checks at retailers or merchants. For disputes regarding credit information provided by the Bank to Early Warning Systems or other consumer reporting agencies you must send the dispute information to P.O. Box 849, Wilson, NC 27894.

- 6. RIGHT TO FREEZE ACCOUNT.** We may suspend payment and/or place a hold on your account in our sole discretion and under any circumstance including, but not limited to: (a) if the Bank determines that the ownership of funds or the right to debit or make withdrawals from your account is in dispute. For purposes of this section, "dispute" may include such disputes between you and the Bank involving the account, disputes between you and an authorized signer or other joint owner, or any situation where a third party takes action or gives notice to the Bank of any claim on the account or funds contained therein, regardless of whether the Bank is involved in such dispute, as well as any other situation in which there is an allegation of fraud or mistake or the Bank is uncertain as to the ownership or payment of funds; (b) you owe the Bank or any of its affiliates money, or the Bank or any of its affiliates has a claim against you for the payment of money, regardless of whether such claim is disputed, unliquidated, or contingent; (c) we detect or suspect any unauthorized, unlawful or irregular activity related to your account including but not limited to transactions prohibited by any law, rule or regulation, including the Unlawful Internet Enforcement Act; (d) you have committed or are suspected of committing an allegedly fraudulent act, or, if any claim, whether oral or written, has been made upon the Bank due to your actions; or (e) upon notice of a bankruptcy filing. Payment will be suspended and/or a hold will remain on your account until the dispute, allegation, or problem is resolved or determined to the Bank's satisfaction. In no event will the Bank be liable for any delay or refusal to follow instructions or for returning items unpaid that occur as a result of a dispute or uncertainty over the ownership or control of your account or the suspension or freezing of your account for any of the reasons stated above. In the event we receive a documented claim for a forged, irregular, altered (including payee and dollar amounts), or unauthorized endorsement on a check or draft deposited into your account, the Bank is authorized to debit your account for the amount of the claim, without prior notice to you. The Bank will have no liability for honoring the claim.

You agree to be liable to the Bank for any loss, costs, including but not limited to reasonable attorney's fees, or expenses, to the extent permitted by law that we incur as a result of any dispute brought by a third party involving your account. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you.

- 7. RIGHT OF SETOFF.** You hereby assign and grant to the Bank a security interest in all accounts as security for your obligations to the Bank existing now or in the future. As is lawfully permitted and without prior notice to you, the Bank may exercise its right of setoff against your accounts to repay any debt you or any co-owner as principal, endorser, guarantor or otherwise owe to us (herein defined to include, the Bank, our parent, affiliates, subsidiaries, divisions and departments). This means that we have the right to apply part or all of the funds in your account for the satisfaction of any debt you or any co-owner of the account owes us. You agree that our right of setoff applies to any debt or obligation owed to the Bank (whether present or future, contingent or otherwise, as principal or surety or otherwise) and is not conditioned on, or limited by, the complete mutuality of the parties obligated on the debt and owners on the account, the maturity of the debt, giving notice to you, or the availability of any collateral securing the debt. If you open a new deposit account, we may use any funds in this new account to offset balances previously owed to us. If your account is an individual account, our right of setoff may be exercised to repay your debts, whether they are owed by you individually or jointly with others. All of the funds in a joint account may be used to repay the debts of any co-owner, whether they are owed individually, by a co-owner, jointly with other co-owners, or jointly with other persons or entities having no interest in your account. Debts subject to our right of setoff include those owed by you from another joint account in which you are a co-owner even though the debt may not have been directly incurred by you, as



well as debts for which you are only secondarily liable. Our security interest and our right of setoff also applies: (i) when we give you credit for or cash a third-party check which is returned to us unpaid for any reason or is counterfeit regardless of the timing of said return; (ii) to cover overdrafts created in any account held by you or in which you have an interest whether or not you consented to the overdraft or are otherwise responsible for it; (iii) to recover service charges or fees owed by you or any joint owner of your account; and (iv) to reimburse the Bank for any costs or expenses in enforcing its rights, including, without limitation, reasonable attorneys' fees and the costs of litigation to the extent permitted by law. We may exercise our right of setoff or security interest even if the withdrawal results in an early withdrawal penalty or the dishonor of subsequent checks. You agree that the Bank will not be responsible for dishonoring items presented against your account when the exercise of our right of setoff or security interest results in insufficient funds in your account to cover the items. Our right of setoff or security interest may be exercised before or after the death of an account holder and can follow the proceeds to any other account held at the Bank.

Failure of the Bank to exercise its right of setoff as provided herein on any occasion when the right arises does not affect the Bank's right to exercise its right of setoff at a later time for the same occurrence or for any subsequent occurrence. The security interest granted by this Agreement is consensual and is in addition to the Bank's right of setoff and any rights under applicable law. Certain federal or state laws may be interpreted to protect funds received from federal or state agencies from setoff. You agree that our right of setoff includes the right to use proceeds from all funds deposited into your account, including funds received from the Social Security Administration and other federal or state agencies, to pay debts, including overdrafts and account fees. By continuing to deposit these funds into your account you agree to allow the Bank to exercise its right of setoff against these funds, and not to assert any claim or defense that these deposits are exempt from setoff based on any federal or state law, rule, or regulation.

- 8. STOP PAYMENT ORDERS.** Any authorized signer on an account may stop payment on a check or draft drawn on the account, if the check or draft has not already been paid or cashed by the Bank.

You may request a stop payment on an Automated Clearing House (ACH) debit to your account if the item has not already been paid. You are responsible for notifying the originator/sender that you have revoked your previous authorization for ACH debits.

You may not stop payment on a Debit Card point-of-sale transaction, ATM transaction or a transaction that you initiate by check, which a merchant converts to an electronic transfer at the point of sale. We may, but are not required to, accept oral or written stop payments, even though the person who is requesting the stop payment is not the authorized signer who signed the item. You must describe with certainty the check or draft to be stopped. If you do not provide the check number, payee and the exact amount of the item, we will not be liable for misidentification or payment of the item and failure to honor the stop payment order.

A stop payment order must be received in such a manner that affords us a reasonable opportunity to act upon it. In some cases, we may pay an item even if a stop payment order is in process. For example, if one of our banking offices, without notice of your request, cashes a check that you have asked us to stop, we may still pay the check. If the Bank pays an item over a valid and timely stop payment order, the Bank is responsible only to the extent that you can establish that you have incurred actual damages. If your account is re-credited, you agree to transfer to us all of your rights against the payee or other holder of the item, and to assist us in legal action taken later against that person.

There is a fee for the special handling involved with a stop payment order. If you make an oral stop payment, you will be required to confirm the request in writing within 14 days after the Bank received the oral stop payment, unless the Bank sends a stop payment confirmation, which will suffice as the written request. A stop payment order on a check or a non-consumer account will be effective for six months from the date of the written request unless renewed prior to the expiration of the request. If not renewed, an item that is presented or re-presented to the Bank for payment may be paid. Each renewal is treated as a new stop payment order and subject to the Bank's stop payment fee. A release or cancellation of a stop payment order may be given by any Depositor or authorized signer on the account; however, such a release or cancellation must be delivered to us in writing.

- 9. LEGAL PROCESS ON YOUR ACCOUNT.** You acknowledge and agree that because the Bank has offices in multiple states, if any legal process is served upon the Bank, we may honor such service, regardless of where or how served. You agree that we may accept any legal process we believe to be valid and that we may, in our discretion, waive such service and accept legal process by mail, electronic mail, facsimile or other means. If we receive any court order or similar process, or if we are required to suspend payment by any law or regulation including, but not limited to those issued by the Office of Foreign Assets Control, we may suspend payment or comply with the terms of the order or similar process on any account that we reasonably believe to be affected by the order. Payment will be suspended until final resolution of such court order or similar process or until the applicable law or regulation authorizes

resumption of payments, even though such suspension or compliance may be due to inadvertency or error due to the similarity of names of Depositors or other mistakes. If your account is attached, garnished, or otherwise subject to levy by a court order or similar lawful legal action, we will not be liable to you for any sums we reasonably determine to pay or freeze because of such attachment, garnishment, or other levy, even if paying or freezing the money from your account leaves non-sufficient funds to pay a check you have written. After receiving legal process, if we reasonably determine that we are required to freeze or remove the funds at issue from your account, you agree that we are not required to pay interest on such funds. If we incur any expenses including, without limitation, reasonable attorney's fees in responding to a court order or similar process in which we are not a named party that is not otherwise reimbursed, we may charge such expenses to your account without prior notice to you. Any attachment, garnishment or other levy against your account is subject to the Bank's right of setoff and security interest. The Bank's fees for garnishment, levy, or other attachment against your account are due when the garnishment, levy or other process is issued, and the Bank may offset these fees from your account prior to honoring any garnishment, levy, or other attachment. All funds held in a joint account may be subject to satisfy any legal process against you or your account pursuant to applicable law notwithstanding any claim or assertion of actual ownership of the funds in the account.

**10. POWER OF ATTORNEY.** The Bank may in its sole discretion refuse to honor or accept a Power of Attorney to open, close, deposit, or withdraw funds from your account or to supply endorsements on checks or any other item or to take any other action with respect to your account. We may require the agent or attorney-in-fact to confirm in an affidavit that the power has not been revoked or terminated or that you are not deceased. We may continue to recognize the authority of your agent or attorney-in-fact until we receive and have a reasonable opportunity to act upon notice of your death or written notice of revocation or termination of the Power of Attorney. We may require that you register the Power of Attorney with the appropriate recording authorities. As may be permitted, we reserve the right to restrict the nature or size of the transactions the agent or attorney-in-fact may conduct on your behalf and we may require that you personally authorize such transactions. The Bank may permit the principal or an authorized signer to conduct transactions against the account even if the Bank has recognized a Power of Attorney to the account. The principal shall have access to an account opened in his/her name under a Power of Attorney despite not having signed a signature card. The Bank in its sole discretion may refuse to recognize a Power of Attorney executed by one joint owner of a Joint Account without the consent of the other Joint Account owner(s). You agree to indemnify and hold Bank harmless for accepting and/or honoring any Power of Attorney, or copy thereof, which Bank accepts in good faith and believes is valid and authorized by you.

**11. GOVERNING LAWS.** Your account is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state where your account is located. The Bank determines where your account is located as follows:

- If you opened your account in person, it is located in the state where you opened it;
- If you opened your account by telephone, mail, online or other remote means, and you resided in a state where we had branch offices at that time, it is located in that state;
- But if you resided anywhere other than a state where the Bank has a branch office, your account is located in North Carolina and the applicable state law will be North Carolina.

If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs. Additionally, the account is subject to the Uniform Commercial Code, except as specifically amended herein, applicable Federal laws and regulations, and Federal Reserve and clearing house rules and procedures in effect from time to time. In the event no party elects to arbitrate a Claim, you and the Bank agree that any lawsuit or other such proceedings arising from or relating to a Claim (other than small claims, as provided in the arbitration provision of this Agreement) shall be subject to the exclusive jurisdiction of the courts of the state whose law governs your account without regard to any conflicting choice of law rules and that venue shall lie in the same state as the law governing your account exclusive of any other state or jurisdiction.

**12. COSTS AND EXPENSES.** You agree to be responsible to the Bank for its loss, costs, or expenses, including, without limitation, reasonable attorneys' fees, as a result of your breach of the terms of this Agreement, your illegal or improper activity or your negligent conduct. You authorize the Bank to deduct any such costs and expenses from your account without prior notice to you. Your responsibility for costs and expenses may include disputes between you and the Bank or situations where the Bank becomes involved in a dispute between you and some other party. The recovery of any costs and attorney's fees in a matter resolved through judicial or administrative procedure shall be determined in accordance with the rules of the court or administrative forum. THIS PARAGRAPH DOES NOT APPLY TO DISPUTES

PURSUED THROUGH THE ARBITRATION PROVISIONS IN THIS AGREEMENT, THE TERMS OF WHICH SHALL GOVERN RECOVERY OF COSTS AND FEES FOR SUCH DISPUTES.

To the extent permitted by applicable law: (a) we shall not be liable for any liability, loss, or damage that may arise when we are acting in accordance with applicable laws, regulations, rules, this Agreement, or our agreements with any financial institutions regarding the transaction of your business under the account or by any acts or conditions beyond our control; (b) **IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE TO EACH OTHER OR ANY THIRD-PARTY FOR SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;** and (c) we shall only be liable for your damages, as provided in this section, caused by our gross negligence or wanton and intentional misconduct.

- 13. CONTACT AND ALERTS.** In order for us to service your account, we may contact you by phone, text, email or mail. You give the Bank and its agents express consent to contact you at any telephone number, email address or physical address that you have provided to us. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, including wireless numbers that may result in charges to you.
- 14. DORMANT ACCOUNTS.** With the exception of time deposits and IRAs, an account will be classified as "dormant" if there has been no owner generated activity on the account, including any deposits to or withdrawals from the account, or other account related contact for a period of twelve months or more. Recurring or Automatic Clearing House (ACH) or other similar electronic deposits or debits are not considered to be owner generated activity except where allowed by applicable state law. For an account classified as dormant we may, at any time in our discretion, reject any transaction in order to protect the account against unauthorized activity. For any dormant account, we reserve the right to cease charging any non-transaction based account fees previously assessed to the account if required by state law. Assessment of such fees will recommence without additional notice when the account is no longer dormant. In accordance with governing state law, accounts which have been dormant for the statutory number of years will be closed and transferred to the state or other designated governmental agency under its escheatment laws. To recover funds from your account following escheatment, you must file a claim with the applicable agency. You agree that we may rely on an address change or notification received by us from a third party vendor or the U.S. Postal Service and other governmental sources to update your address on our records (though such update will not be considered owner generated activity).
- 15. AUTHORIZATION OF TRANSFERS.** You authorize the Bank to make transfers of funds from time to time from any deposit or credit account upon instruction of any individual using a correct account name, account number, security code, confidential identification number, or other information the Bank has on file about you, your account or any other authorized signer on your account, and whether given orally, by telephone, in person, in writing, through an ATM, point-of-sale terminal, or any other method. Any such transfers may also be governed by separate agreement with the Bank pertaining to such services. You acknowledge that the Bank has no method to determine whether a transaction conducted with the use of a valid account name, account number security code or other information which the Bank has on file about you or your account was proper and therefore authorize the Bank to complete any such transaction in which the Bank receives such identifying information.

#### **H. RULES APPLICABLE TO CERTAIN ACCOUNTS**

- 1. CHECKING SUB-ACCOUNTS.** All interest bearing and non-interest bearing checking (transaction) accounts offered by the Bank are designated as "Money Management Accounts." Savings and "money market" deposit accounts are not considered "Money Management Accounts." For most purposes, Money Management Accounts are treated as a single account for certain record keeping, fees, minimum balances, and paying items.

For regulatory accounting purposes, your checking account will consist of two "subaccounts" on our records. One sub-account is a checking account of the type designated by the account title ("Checking Sub-Account"). The other sub-account is a money market account ("Money Market Sub-Account"). If the checking account is interest bearing, interest will accrue on the combined collected balance on deposit in both of these sub-accounts at the interest rate established for the applicable checking account. Therefore, the Annual Percentage Yield (APY) earned for the account is based on the combined collected balance on deposit in both sub-accounts during the statement cycle. If the checking account is non-interest bearing, no interest will be paid on the sub-account.

The Checking Sub-Account is classified as a "transaction" account from which an unlimited number of transfers of funds may be made; the Money Market Sub-Account is classified as a "money market" account in which case the number of transfers of funds from the account may be limited to six (6) per statement cycle. The limitation on transfers from the Money Market Sub-Account during a statement cycle is the determining factor for the procedure for transfers between the sub-accounts described below.

Funds on deposit in the Money Market Sub-Account may be maximized during each monthly statement cycle by automatic transfers from the Checking Sub-Account, which will minimize Funds on deposit in the Checking Sub-Account. In order to accomplish this goal, funds on deposit in the Checking Sub-Account in excess of the Target Balance, which is defined below, may be automatically transferred to the Money Market Sub-Account until such time in each monthly statement cycle that a total of six (6) transfers have been made from the Money Market Sub-Account back to the Checking Sub-Account to cover checks presented for payment or debits made from the Checking Sub-Account. Following the sixth such transfer from the Money Market Sub-Account to the Checking Sub-Account, no further transfers will be made from the Checking Sub-Account to the Money Market Sub-Account until the beginning of the next monthly statement cycle.

The Target Balance is a designated balance which is maintained in the Checking Sub-Account by automatic transfer of funds from the Money Market Sub-Account. The Target Balance is established for each Checking Sub-Account based on the type of checking account designated by the Bank as a Money Management Account and is subject to change from time to time without notice.

If checks presented and debits made against the Checking Sub-Account during the monthly statement cycle exceed the established target balance in the Checking Sub-Account, a transfer from the Money Market Sub-Account to the Checking Sub-Account will automatically be made by the Bank in an amount sufficient to pay the check(s) presented or debits made and to re-establish the Target Balance. The remaining balance in the Money Market Sub-Account will be transferred to the Checking Sub-Account, when the amount of the item(s) presented or debits made to the Checking Sub-Account plus the Target Balance exceeds the balance on deposit in the Money Market Sub-Account. Upon the sixth transfer from the Money Market Sub-Account to the Checking Sub-Account during any monthly statement cycle, the entire balance remaining in the Money Market Sub-Account shall be transferred to the Checking Sub-Account. At the end of each monthly statement cycle all funds on deposit in the Checking Sub-Account in excess of the Target Balance will be automatically transferred to the Money Market Sub-Account and the transfer process will begin anew.

The structure of the Money Management Accounts has no effect on the applicability of FDIC insurance coverage to the account.

2. **NON-INTEREST BEARING CHECKING ACCOUNTS.** The Bank offers several non-interest bearing business checking accounts. Most accounts come with a standard monthly maintenance fee. Some accounts also offer certain qualifiers to avoid the monthly maintenance fee. Others have benefits that help reduce or eliminate fees. Refer to the Business Deposit Accounts Fee Schedule for the account details and fees associated with your deposit account, including monthly maintenance fee, balance requirements to avoid the monthly maintenance fee, and other fees that may apply to your account and how certain fees can be avoided.

**Transfers and Withdrawals.** You may make transfers or withdrawals to or from these accounts in any amount, at any time, and by any means acceptable to the Bank, with no limitation on the number of transfers, including third-party transfers.

3. **INTEREST BEARING CHECKING ACCOUNTS.** The Bank offers several interest bearing business checking accounts. Most accounts come with a standard monthly maintenance fee. Some accounts also offer certain qualifiers to avoid the monthly maintenance fee. Refer to the Business Deposit Accounts Fee Schedule for the account details and fees associated with your deposit account, including monthly maintenance fee, balance requirements to avoid the monthly maintenance fee, and other fees that may apply to your account and how certain fees can be avoided.

**Transfers and Withdrawals.** You may make transfers or withdrawals to or from these accounts in any amount, at any time, and by any means acceptable to the Bank, with no limitation on the number of transfers, including third-party transfers.

**Compounding and Crediting of Interest.** The Bank will begin to accrue interest on items deposited in an interest bearing transaction account no later than the first business day on which the Bank receives credit for such items. Interest is compounded daily and credited on the last day of the statement cycle. If the account is closed before



interest is credited, you will not receive the accrued interest. For IOLTA accounts only, interest is not compounded but it is based on simple interest and it is credited to a separate legal services account on the first business day after the 5th of the following month. For Analyzed Interest Checking accounts only, interest is not compounded but it is based on simple interest and credited to the account on the first business day after the 20th of the following month.

**Balance Calculation.** Interest is calculated on the full amount of the collected balance in the account each day. The daily balance method is used to calculate the interest in accounts. Under this method, a daily periodic rate of interest is applied to the collected balance in the account each day. (For IOLTA accounts only, interest is calculated on the full amount of the average monthly collected balance. For Analyzed Interest Checking accounts only, interest is calculated on the average positive monthly collected balance less balances required to offset or reduce balance-based service fees.)

**Variable Interest Rate.** All interest bearing business checking accounts are variable rate accounts, and may be a rate of zero. The Bank, at its discretion, may change the interest rate on the account at any time. Interest may be calculated on certain interest bearing business checking accounts based upon a tiered rate schedule where different rates may apply according to the balance maintained in the account.

4. **MONEY MARKET AND SAVINGS ACCOUNTS.** The Bank offers business money market and savings accounts. Each account comes with a standard monthly maintenance fee or has certain qualifiers to avoid monthly maintenance fee. Refer to the Business Deposit Accounts Fee Schedule for the account details and fees associated with your deposit account, including monthly maintenance fee, balance requirements to avoid the monthly maintenance fee, and other fees that may apply to your account and how certain fees can be avoided.

**Limitations on Withdrawals and Transfers.** For money market and savings accounts, you are permitted to make transfers or withdrawals to or from the account in any amount and at any time subject to the Bank's right to require seven (7) days written notice prior to withdrawal of all or part of the funds on deposit. Withdrawals and transfers are subject to fees as disclosed in the Business Deposit Accounts Fee Schedule.

**Compounding and Crediting of Interest.** Interest begins to accrue no later than the first business day the Bank receives credit for the deposit of non-cash items. Interest is compounded daily and credited on the last day of the statement cycle. If the account is closed before interest is credited, you will not receive the accrued interest.

**Balance Calculation.** Interest is on the full amount of the collected balance in the account each day. The daily balance method is used to calculate the interest in these accounts. Under this method, a daily periodic rate of interest is applied to the collected balance in the account each day.

**Variable Rate Accounts.** Except as otherwise provided, money market and savings accounts will be variable rate accounts. The interest rate may change at any time and in our sole discretion. Interest may be calculated on certain money market and savings accounts based on a tiered rate schedule where different rates may apply according to the balance maintained in the account.

## I. CERTIFICATES OF DEPOSIT

**General Applicability.** The terms, conditions, and disclosures set forth in this section apply to all Certificates of Deposit, whether they are represented by a written certificate or are book entry Certificates of Deposit (collectively, "Certificates of Deposit"), unless it is indicated that they are applicable to a specific type of Certificate of Deposit only, or where the terms and conditions are superseded by terms and conditions set forth on the Certificate, or on the receipt for a Book Entry Certificate of Deposit, or in some other written contract entered into at the time of the initial deposit.

**Definitions.** For purposes of this section, "term" shall apply to the number of days or months for which the Depositor agrees to have funds remain on deposit at the Bank; "maturity" and "maturity date" refer to the last day of the term of the Certificate of Deposit. This disclosure is in addition to the Client Summary or Interest Rate Schedule, and the Certificate of Deposit Receipt.

**Calculation of Interest.** Compounding and Crediting. Interest on all Certificates of Deposit begins to accrue no later than the first business day the Bank receives credit for the deposit of non-cash items. We calculate interest on the full amount of the collected balance in your account each day. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The Annual Percentage

Yield ("APY") assumes interest will remain on deposit until maturity. A withdrawal prior to maturity will reduce earnings. Interest on all Certificates of Deposit having a principal balance of \$99,999.99 or less is compounded daily and is credited to your account according to its specific term. All Certificates of Deposit with terms of greater than one (1) year pay interest at least annually. If the term of your Certificate of Deposit is thirty (30) days or less, interest will be credited to principal at renewal. Interest on all Certificates of Deposit having a principal balance of \$100,000.00 or more is calculated as simple interest and credited to the principal annually on the anniversary date of the Certificate of Deposit unless it has a term of less than a year in which event interest is credited to principal at maturity.

**Fixed Interest Rate.** Certain Certificates of Deposit pay the rate of interest for the term of the certificate as provided at account opening or in the renewal notice for each automatic renewal. The interest rate, however, may be adjusted by the Bank in the event the Depositor makes a partial withdrawal that reduces the deposit balance below the minimum required to earn the existing rate. The adjustment to the interest rate is calculated by utilizing the current rate tiers, which are determined by deposit balance and term, established periodically by the Bank. Under no circumstances will the rate be increased above the interest rate disclosed on the Client Summary or the last disclosed rate. The Bank may modify the Certificate of Deposit to accrue interest at the Bank's current rate of interest until the next renewal date, based on current rate tiers for the remaining balance and term of the Certificate of Deposit.

**Variable Interest Rate.** Variable Interest Rate Certificates of Deposit pay the initial rate of interest disclosed at account opening or in the renewal notice for each automatic renewal period. After the expiration of the initial interest rate, each Certificate of Deposit is subject to interest rate and APY changes determined at our discretion, based upon the terms of the individual type of Certificate of Deposit.

**Renewal.** All Certificates of Deposit automatically renew at maturity upon the same terms and conditions as set forth for the original Certificate except for the interest rate and for any terms and conditions that may have been modified by the Bank prior to renewal, notice of which has been given in accordance with this Agreement. If the Certificate of Deposit has a term of less than thirty-two (32) days, you have one grace day beginning the calendar day after the renewal date to change the term of the Certificate of Deposit. If the Certificate of Deposit has a term of thirty-two (32) days or more, you may change the term of a Certificate of Deposit by notice to the Bank during the ten (10) calendar day grace period beginning the day after the renewal date. Changes in the principal amount of the Certificate of Deposit are subject to the restrictions set forth below. Modifications will be reflected on the renewal notice. Certificates of Deposit of any term shall be automatically renewed at the current interest rate designated by the Bank at the time of renewal for Certificates of like type, term, and amount. For any Certificate of Deposit initially offered with a special bonus rate, the renewal will be at an interest rate designated by the Bank at the time of renewal, which shall be a comparable rate to other retail Certificates of Deposit of like term and amount. Additional deposits or partial withdrawals may be permitted at renewal subject to the following:

**Certificates of Deposit with a Term of Less Than 32 Days.** Additional deposits or partial withdrawals of principal and interest may be made on the grace day after the renewal date.

**Certificates of Deposit with a Term of 32 Days or More.** Additional deposits and partial withdrawals of principal and interest may be made during the ten (10) calendar day grace period beginning on the day after the renewal date.

**Minimum Balance.** Partial withdrawals of principal and interest may be made at renewal, provided that the balance remaining in the account after the partial withdrawal satisfies the Bank's minimum deposit requirements for the Certificate of Deposit.

**Redemption.** The following restrictions apply to the redemption of a Certificate of Deposit without penalty and the payment of interest after maturity:

**Automatically Renewable Certificates of Deposit with a Term of Less Than Thirty-Two (32) Days.** Redemption without penalty may be made on the one day grace period following the maturity date. If not redeemed or modified during the grace period, the Certificate of Deposit shall accrue interest at the current offered rate for Certificates of Deposit of the same term, type, and amount.

**Automatically Renewable Certificates of Deposit with a Term of Thirty-Two (32) Days or More.** Redemption without penalty may be made during the ten (10) calendar day grace period beginning the day after the maturity date. If the Certificate of Deposit is redeemed within the grace period, interest will not be paid for the days after the maturity date through the date of redemption. If not redeemed or modified within the grace period, interest shall accrue at the current offered rate for Certificates of Deposit of the same term, type, and amount.

**Withdrawal of Interest.** With the Bank's consent, you may make a withdrawal of all or part of the accrued interest on a Certificate of Deposit prior to its maturity date provided that the remaining balance is at least equal to the original principal amount of the Certificate of Deposit. Interest that has been credited to the Home Saver CD and the College Saver CD may not be withdrawn until the maturity of the Home Saver or the College Saver Certificate of Deposit.

**Withdrawal of Principal Prior to Maturity.** Withdrawals of principal from a Certificate of Deposit prior to maturity may be permitted provided the principal balance remaining in the account continues to meet the Bank's minimum deposit requirement. In addition, certain early withdrawal penalties will apply and the interest rate may also be reduced.

**Early Withdrawal Penalties.** Except as otherwise disclosed:

- Certificates of Deposit with a term of less than 3 months, the penalty shall be all interest that would have been earned or \$25, whichever is greater.
- Certificates of Deposit with a term of 3-12 months, the penalty shall be an amount equal to 3 months simple interest earned on the principal amount withdrawn or \$25, whichever is greater.
- Certificates of Deposit with a term of 13-23 months, the penalty shall be an amount equal to 6 months simple interest earned on the principal amount withdrawn or \$25, whichever is greater.
- Certificates of Deposit with a term 24 months or greater, the penalty shall be an amount equal to 12 months simple interest on the principal amount withdrawn or \$25, whichever is greater.

**Medical Emergency.** An early withdrawal of principal for a medical emergency may be permitted without an early withdrawal penalty if: the initial deposit and any additional deposit have been on deposit at least seven (7) calendar days prior to withdrawal; there have been no partial withdrawals for six (6) calendar days preceding the withdrawal; and the owner of the Certificate of Deposit maintains a Vantage Checking, Private Vantage Checking, Asset Management Account, Golden Advantage, Elite Gold, or Senior Checking account at the time of the withdrawal.

**Death or Incompetency.** If a Depositor dies or is judicially declared mentally incompetent after purchasing a Certificate of Deposit, the Bank may honor one (1) request for withdrawal of the deposit prior to maturity without penalty.

**NOTE:** If the amount of the penalty exceeds the actual interest accrued for the term, whether paid or unpaid, the penalty shall be withheld from the principal of the Certificate of Deposit.

#### **ADDITIONAL TERMS FOR THE FOLLOWING COMMERCIAL CERTIFICATE OF DEPOSITS**

**Business Treasury CD.** The interest rate will be determined at the Bank's discretion but shall not be less than one percent below the discount rate of the preceding month's last auction of the United States Treasury Bill with a maturity of 3 months. The Bank may make changes to the interest rate on your Truist Business Treasury CD at any time. Additional deposits of at least \$100.00 are allowed at any time and may be made in person or by draft from a Truist deposit account. Electronic deposits from non-Truist accounts are not permitted. Interest will accrue on all additional deposits at the interest rate on the account at the time of the additional deposit. During the term of the CD, and for any subsequent renewal, you are permitted one "penalty free" withdrawal each month provided that the funds have remained on deposit for at least seven (7) calendar days and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal.

**Public Fund Treasury CD.** The interest rate will be determined at the Bank's discretion but shall not be less than one percent below the discount rate of the preceding month's last auction of the United States Treasury Bill with a maturity of 3 months. The Bank may make changes to the interest rate on your Truist Public Fund Treasury CD at any time. No additional deposits are allowed except at renewal, following the guidelines described in the previous section titled "Additional Deposits and Partial Withdrawals." However, during the term of the CD, and for any subsequent renewal, you are permitted one "penalty free" withdrawal each month provided that the funds have remained on deposit for at least seven (7) calendar days and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal.

#### **J. AVAILABILITY OF FUNDS**

**Policy.** Truist Bank's policy applies to Business Checking Accounts, Interest Checking, Money Market (excluding IRAs) and Savings Accounts.

**Deposit Received.** For Business Accounts, please see the section below titled "Collected" Funds Availability for

## Business Accounts.

If a check is deposited, we may place a hold on the funds which will delay the availability of the funds. The hold may be based upon how long your account has been open, amount of the deposit, type of item(s) deposited, how your deposit is made and how you manage your account. If checks are presented or withdrawals made against funds that are not yet available or are subject to a longer hold, a returned item or overdraft fee may be assessed to your account and the checks may be returned unpaid.

This policy does not apply to deposited items drawn on financial institutions located outside of the United States.

**Determining the Business Day of a Deposit.** For determining the business day of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit during regular business hours on a business day that we are open, we will consider that day the day of your deposit. However, if you make a deposit after the end of a current business day, a Saturday or Sunday, a federal holiday, or on a day we are not open; we will consider the deposit made on the next business day we are open.

The Bank determines when deposited items are considered collected or available for the payment of checks or withdrawal based on the number of business days from the day of your deposit.

The business day of your deposit is indicated on the deposit receipt provided by the teller. Our earliest business-day cutoff time at a banking office is 2:00 p.m. local time. Later business-day cutoff times may apply in certain offices or locations. Inclement weather, natural disasters, or computer or electronic failures may also affect the banking day and business hours.

**Immediate Availability.** Funds from the following deposits are available on the business day we receive the deposit.

- Wire Transfers
- Electronic Deposits
- Cash deposited at a branch or ATM (excludes coins until counted and verified)

**Same-Day Availability.** Funds from the following deposited items, also known as Next-day availability items, are available for withdrawal on the first business day after the day of your deposit, unless we delay your availability as described in the Longer Delays May Apply section. These checks must be payable to you, deposited to your account, (other than a U.S. Treasury check), made in person to a Truist employee and you may have to use a special deposit slip for the items noted below with an “\*”:

- SunTrust Bank checks
- BB&T Bank checks
- Truist Bank checks
- U.S. Treasury checks
- U.S. Postal Money Orders
- Federal Reserve Bank checks
- Federal Home Loan Bank checks
- State, local government and U.S. government checks \*
- Cashier’s, Certified, and Teller’s checks \*

In some cases, when you do not make your deposit in person to one of our employees (excluding Treasury checks), funds from these deposits will be available on the second business day after the day of your deposit.

**Second Business Day Availability.** In some cases, we may not make all of the funds from a check available on the first business day after the day of the deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 will be made available during nightly processing on the business day we receive your deposit. If we are not going to make all of the funds from a check deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We also will tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask when the funds will be available.

**Longer Delays May Apply.** Funds you deposit by check may be delayed for a longer period under the following



circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. When a hold is placed for longer than two business days, you will not have any of the deposited funds immediately available for use.

During the delay, the funds are unavailable, and you may not withdraw the funds. If checks are presented or withdrawals made against unavailable funds, a return item fee or overdraft fee may be assessed to your account and the checks may be returned unpaid.

We may refuse to accept a check for deposit if we believe the check is not collectible. In this case, you may present the check for payment directly to the paying bank or you may request us to send the item to the paying bank for collection in your name.

**The following Section applies to Business Accounts only “Collected” Funds Availability for Business Accounts**

When you deposit a non-Truist Bank check into your account, the Bank must collect the funds from the “paying bank.” The check is sent directly to the Paying Bank or to the Federal Reserve Bank (or another clearing bank) and the Bank receives provisional credit (pending final payment by the paying bank). The check is then presented to the paying bank. Once the presentment process is completed, the funds are deemed “collected.” Use of these funds prior to this time is considered **“drawing against uncollected funds.”**

A per-item fee may be assessed to your account if you draw against uncollected funds.

The number of collection days on check deposits depends on the location of the paying bank. You may request a copy of Truist Bank’s check-processing availability schedule to determine when checks are considered collected.

Although a check you deposit may be considered collected by us, the paying bank may still return the check to us unpaid.

To ensure there are sufficient funds in your account to cover the check amount if the deposited check is returned, we may place a “hold” on your account for the amount of the check. Refer to the following section in this disclosure for the number of days availability may be delayed when a hold is placed on the account:

**Deposits at Night Depository Facilities and Automated Teller Machines (ATMs).** If you make your deposit after 7:00 a.m. ET at a Truist Bank night depository or after 9:00 p.m. ET at a Truist Bank ATM or Truist Bank Interactive ATM on a business day or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Generally all cash and the first \$100 of your total check deposit will be made immediately available, with the remainder of your deposit being available as outlined in this policy, for deposits received at Truist’s ATM’s. Please note that for check deposits made between 9 pm and 9:30 pm ET at the ATM, the \$100 credit will not be immediately available.

You should consult your transaction receipt for the exact posting date of any ATM deposit. Your “posting date” will be the same date as the transaction date. However, if the deposit is made after the cut-off time for the transaction date or on a non-business day then the “posting date” will be the next business day after the transaction date on your receipt.

**Mobile Deposits.** Mobile deposits are generally available to you on the first business day after the day we receive your deposit. If you make a deposit before cut-off which is 9:00 p.m. ET on a business day, we will consider that the day of your deposit. If your deposit after 9:00 p.m. ET, we consider the deposit made on next business day we are open.

Before making a mobile deposit, please endorse the back of the check with the words “For Truist Mobile Deposit Only” or the check may be refused for deposit.

**Online, Telephone, and In-Branch Electronic Transfers Between Truist Accounts.** Online, telephone, and in-branch electronic transfers between your Truist accounts are considered deposits. These deposits are available to you on the same business day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

If you make a deposit before 9:00 p.m. ET on a business day, we will consider that the day of your deposit. If you make a deposit after 9:00 p.m. ET on a business day we will consider that the deposit was made on the next business day we are open.

**Other Electronic Deposits.** Truist offers a variety of services that allow clients to process deposits such as Outside Transfer Service (OTS), INGO and Zelle. These are considered electronic direct deposits and are subject to the availability practices outlined in this policy. In addition to the terms and conditions of the applicable service agreements. If you are registered with the Zelle service, deposits received through Zelle will be available to you immediately. Deposits received as a Real-Time Payment (RTP) will be available to you immediately. Funds received from a Real-time Payment will be considered a same day deposit if received prior to 9:00 p.m.

**Special Rules for New Account Holders.** If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available no later than the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 may not be available until the second business day after the day of your deposit. Funds from all other check deposits may not be available until the ninth business day after the day of your deposit.

ATM deposit functionality may be limited for temporary access devices issued for new deposit accounts.

**Special Rules for Money Market and Savings Accounts.** In some cases, we may not make all of the funds from a check available on the first business day after the day of the deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. If we are not going to make all of the funds from a check deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We also will tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the next business day after we receive your deposit.

**Depositor's Responsibility.** We may make funds from deposited checks available to you before the funds are collected. You are still responsible for any deposited checks that are returned unpaid and for any other problems concerning your deposit, even if you have already withdrawn the funds from your account.

**Collection of Rejected and Returned Items.** The collection process is delayed or interrupted if the check rejects during processing. If you deposit a check that rejects during processing, collection of the funds may be delayed one additional business day. If a check you deposit is returned unpaid and charged back to your account, we may hold the amount of the returned check and withhold the use of the funds two business days from the date the returned check is charged back to the account. Returned checks that we automatically represent to the paying bank on your behalf must also go through the collection process again. Therefore, use of funds equal to the amount of the check(s) re-presented may be withheld up to four business days from the date the check(s) is re-presented.

**Holds on Other Checks.** If we cash a check for you that is drawn on another bank, we may place a hold on the availability of that amount of funds already in your account. Those funds will be available for withdrawal at the time funds from the check we cashed would have been made available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from that deposit available for withdrawal immediately but delay your availability to withdraw a like amount of funds that you already have on deposit in another account with us. The funds in the other account will be available for withdrawal at the time funds from the check you deposited would have been made available, if we had placed a hold on the deposited check.

**Endorsement Standards.** Checks should be endorsed only within the area indicated as "Customer Endorsement." This area is limited to 1.5" from the trailing edge. The other areas are reserved for bank endorsements. Failure to restrict your endorsement to the indicated area may result in losses to you because of delayed or misrouted items. Truist Bank will not be liable for losses resulting from a delay in return or misrouting of deposited items caused by unreadable endorsements due to other material or markings placed in the "Depository Bank Endorsement" or "Subsequent Bank Endorsement" areas. Truist Bank reserves the right to charge these losses back to your account.

## **K. COMMERCIAL FUNDS TRANSFERS**

The following rules and regulations apply to payment orders, including Automated Clearing House (ACH) credits and debits, payments received through the RTP® Network operated by The Clearing House Payments Company L.L.C., wire transfers, and other payment orders made or received by commercial depositors, which are not covered by the Electronic Fund Transfer Act as implemented by Regulation E.

**Provisional Payment.** Upon receipt of an ACH credit, or electronic, oral or written instruction for payment, we will give you provisional credit until we receive final settlement through a Federal Reserve Bank, fund transfer system, or otherwise receive payment. If we do not receive final settlement or payment, you agree to refund to us the amount provisionally credited to your Account and the party initiating the credit to you shall be deemed not to have paid you.

Notice of Receipt of Incoming Payments, ACH payments, incoming wire transfers, and other payment orders received into your account will be shown on your statement; therefore, we will not give you next day notice of receipt of such items.

**Choice of Law.** Your rights and obligations concerning payments to or transfers from your account are subject to applicable law and the rules as adopted and amended from time to time by the fund transfer system used to transmit the payment. We may use any of several different fund transfer systems. The systems and their corresponding rules and regulations include, but are not limited to: Automated Clearing House - operating rules of Nacha, Real-Time Payments System - Real-Time Payments Operating Rules, and Fedwire - Federal Regulation J and applicable Federal Reserve Bank Operating Circulars.

### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, WRITE OR CALL US AT:**

844-4TRUIST or  
Write: Truist Fraud Management  
P.O. Box 1014  
Charlotte, North Carolina 28201

If you believe an ACH debit to your account is erroneous or fraudulent, you must notify us immediately and in a time and manner that reasonably allows us to attempt to return the transaction before the applicable deadline set forth in the operating rules of Nacha (which in some cases is as short as one (1) or two (2) business days following the date the debit posts to your account). We will use good faith efforts to return the entry, but will have no liability to you in the event our attempts to return the entry are unsuccessful. If you do not notify us of the error within the required timeframe, we may not be successful in returning the entry and we will not recredit your account unless we are otherwise required to do so under the operating rules of Nacha or applicable law.

### **FOR ADDITIONAL INFORMATION OR FOR QUESTIONS CONCERNING YOUR ACCOUNT:**

Telephone: 844-4TRUIST

## **Regular Town Commission Meeting Agenda**

**Section:** New Business

**Meeting Date:** December 21, 2022

**Subject:** Chapter 16 Expense Reimbursement

**Submitted By:** Jennifer Kerr, Finance Manager

### **Background Information**

Chapter 16 – Town of Melbourne Beach Expense Reimbursement 16.04 Meal Allowances currently states Meal reimbursements including tips will be allowed at a daily amount not to exceed \$55.00. Receipts will be required to receive reimbursement.

U.S. Services Administration (GSA) FY2023 Per Diem Rates for Florida Meals has an increase of \$19.00 to Brevard County's Rate bringing it to \$74.00 per day.

### **Recommendation:**

Update Chapter 16 – Town of Melbourne Beach Meal Reimbursement 16.04 Meal Allowances to reflect the current U.S. General Services Administration (GSA) pricing guide for Brevard County.

### **Attachments:**

Chapter 16 – Town of Melbourne Beach Expense Reimbursement with proposed changes

FY2023 GSA Pricing Guide

## CHAPTER 16 TOWN OF MELBOURNE BEACH EXPENSE REIMBURSEMENT

### 16.01 Policy

It is the policy of the Town to reimburse employees and/or authorized Town officials for all reasonable and actual expenditures incurred on behalf of the Town for business expenses and purchases. No one shall be reimbursed for any meal or lodging included in a conference or registration fee paid by the Town or for which the attendee initially paid and is reimbursed by any other organization or governmental agency or subdivision.

### 16.02 Procedures

All reimbursements for travel expenses must be accompanied by an authorized Expense Reimbursement form. Receipts for lodging, car rental, telephone, taxi service, road tolls and parking fees shall be attached to the expense report.

A copy of the conference or meeting agenda should be attached to the Expense Reimbursement form.

### 16.03 Reimbursement of Expenses for Others

An individual authorized to incur travel expenses may be reimbursed for meals and beverages incurred which relate to employees or persons other than those employed by the Town when specifically approved in advance by the Town Commission or Town Manager in the following instances: recruitment of industry and potential Town employees; hosting special visitors to the Town; expenses incurred in the course of advocating State and Federal legislation; hosting committees and conferences for organizations where the Town or an individual is a member; volunteers as authorized for Counties by F.S. 125.9504 and State Departments by F.S. 110.504. Such reimbursed expense shall be those expenses reasonably and necessarily incurred by the individual in the performance of a public purpose authorized by law.

### 16.04 Meal Allowances

Meal reimbursements including tips will be allowed at a daily amount not to exceed ~~\$55.00.~~ \$74.00. ~~Receipts will be required to receive reimbursement.~~

### 16.05 Mileage Allowance

A mileage allowance, not to exceed Internal Revenue Service Standard Mileage Rates is established in lieu of actual expenses of operation of a privately owned automobile. Mileage reimbursement is limited to the mileage incurred from point of departure to point of destination via the most direct or convenient route.

EFFECTIVE:	IMMEDIATELY	16-1
ADOPTED BY:	TOWN COMMISSION	
DATE:	JUNE 19, 1996	
AMENDED:	OCTOBER 20, 1999	
AMENDED:	JANUARY 23, 2008	
AMENDED:	MARCH 18, 2009	
AMENDED:	DECEMBER 16, 2015 As Interim Document	
AMENDED:	JANUARY 18, 2017	

Mileage will be determined by the use of maps and tools available on the internet or from other reference sources. Mileage incurred at the point of destination will not be reimbursed.

#### **16.06 Tips and Telephone**

Reimbursement for tips and services will be based on the following:

1. Taxi Service.....10%.
2. Baggage Handling.....\$2.00 per bag (maximum \$4.00).
3. No reimbursement will be made for valet parking unless required by the Facility.
4. After 7 days laundry services will be reimbursed for reasonable costs and as approved by receipt by the Town Manager (or Town Commission in the case of the Town Manager or Town Clerk).

Necessary business telephone calls will be reimbursed. Personal calls shall not be reimbursed.

#### **16.07 Method of Payment**

Reimbursement will be made by check only. All necessary receipts must accompany request for reimbursement.

Travel expense reimbursements for employees shall be requested on a Travel Expense Form within ten (10) working days of return from travel. The completed Travel Expense Form, with all required receipts attached, must be approved by the employee's Department Head and the Town Manager. Travel expense reimbursement for Town Officials will also be submitted to the Finance Department on a Travel Expense Form, with required receipts, within ten (10) working days of return from travel.

False or fraudulent requests for reimbursement will be considered as grounds for dismissal of employees or censure for Town Officials.

The Town shall not reimburse any employee or Town official for fines, penalties, traffic citations, or any other such expenses deemed unreasonable by the Town Manager or the Town Commission.

EFFECTIVE:	IMMEDIATELY
ADOPTED BY:	TOWN COMMISSION
DATE:	JUNE 19, 1996
AMENDED:	OCTOBER 20, 1999
AMENDED:	JANUARY 23, 2008
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AMENDED:	JANUARY 18, 2017

16-2



# FY 2023 Per Diem Rates for Florida

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry	\$69	\$16	\$17	\$31	\$5	\$51.75
Bradenton	Manatee	\$64	\$14	\$16	\$29	\$5	\$48.00
Cocoa Beach	Brevard	\$74	\$17	\$18	\$34	\$5	\$55.50
Daytona Beach	Volusia	\$69	\$16	\$17	\$31	\$5	\$51.75
Fort Lauderdale	Broward	\$69	\$16	\$17	\$31	\$5	\$51.75
Fort Myers	Lee	\$64	\$14	\$16	\$29	\$5	\$48.00
Fort Walton Beach / De Funiak Springs	Okaloosa / Walton	\$69	\$16	\$17	\$31	\$5	\$51.75
Gulf Breeze	Santa Rosa	\$59	\$13	\$15	\$26	\$5	\$44.25

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Key West	Monroe	\$69	\$16	\$17	\$31	\$5	\$51.75
Miami	Miami-Dade	\$69	\$16	\$17	\$31	\$5	\$51.75
Naples	Collier	\$69	\$16	\$17	\$31	\$5	\$51.75
Orlando	Orange	\$69	\$16	\$17	\$31	\$5	\$51.75
Panama City	Bay	\$64	\$14	\$16	\$29	\$5	\$48.00
Pensacola	Escambia	\$64	\$14	\$16	\$29	\$5	\$48.00
Punta Gorda	Charlotte	\$64	\$14	\$16	\$29	\$5	\$48.00
Sarasota	Sarasota	\$69	\$16	\$17	\$31	\$5	\$51.75
Sebring	Highlands	\$64	\$14	\$16	\$29	\$5	\$48.00
St. Augustine	St. Johns	\$69	\$16	\$17	\$31	\$5	\$51.75
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25
Stuart	Martin	\$69	\$16	\$17	\$31	\$5	\$51.75
Tallahassee	Leon	\$64	\$14	\$16	\$29	\$5	\$48.00
Tampa / St. Petersburg	Pinellas / Hillsborough	\$69	\$16	\$17	\$31	\$5	\$51.75
Vero Beach	Indian River	\$69	\$16	\$17	\$31	\$5	\$51.75



## Town Commission Meeting

**Section:** New Business  
**Meeting Date:** December 21, 2022  
**From:** Elizabeth Mascaro, Town Manager  
**Subject:** Agreement for Services from Bowman Consulting

### Background Information:

During the November 2022 Town Commission meeting, the Commission asked me to contact Bowman Consulting to obtain a conceptual site plan for Ocean Avenue, as part of the enhancements for sustainability, traffic calming, stormwater management and visual improvements to Ocean Avenue. Robert Bitgood and I met with Kyle Shasteen and Zachary Komninos on November 21st to walk Ocean Avenue and discuss the vision for the streetscape.

I have received an Agreement for Professional Services, if the Commission wishes to engage Bowman Consulting in preparing two conceptual site plans, which includes reviewing zoning, city maps, Land Development Code, as-built data, ensuring compliance with FDOT standards and attending up to two Town Commission meetings for \$10,525.00.

The cost includes 3 sets of comments and conceptual site plan revisions during the task. Additional changes to be billed on a time and expense basis.

**Recommendation:** Review the Agreement for Professional Service and consider engaging Bowman Consulting to prepare two conceptual site plans for Ocean Avenue.

**Attachments:** Agreement for Professional Services (2 pages)

Bowman Terms and Conditions (7 pages)

### **AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement is hereby made and entered into this 12th day of December, 2022, by and between BOWMAN CONSULTING GROUP, LTD. (hereinafter referred to as "CONSULTANT"), and **Town of Melbourne Beach** (hereinafter referred to as "CLIENT").

Town of Melbourne Beach  
Elizabeth Mascaro, Town Manager  
507 Ocean Ave.  
Melbourne Beach, FL 32951  
321-724-5860

Email: TownManager@melbournebeachfl.org

**Project:** **Ocean Avenue Streetscape Project located at Ocean Avenue, Melbourne Beach, FL**

**Scope of Services:** CONSULTANT agrees to provide the following Professional Services as requested by the CLIENT, in accordance with the attached General Contract Provisions. (If additional pages are necessary, they are identified as Attachment A.)

On November 21st, 2022, Kyle Shasteen and Zachary Komninos met with Elizabeth Mascaro and Robert Bitgood of the Town of Melbourne Beach to review the scope of the proposed Ocean Avenue Streetscape Project. The project consists of revising parking and adding landscape medians to the core downtown area to enhance the pedestrian experience. The work will impact approximately 2100 feet of Ocean Avenue from Sunset Blvd to Pine Street (Phase 1). For now, the Pine Street to A1A (Phase 2) segment will be left out of the project scope. The project is intended to be constructed in two (2) phases to help reduce the impact to the public and parking, however this conceptual design will only be for Phase 1 only.

#### **Task 01 – Phase 1 Conceptual Site Plan**

The CONSULTANT agrees to:

- Review City Maps and Land Development Codes to determine the applicable street requirements with respect to zoning and future use;
- Coordinate with Town staff to obtain existing as-built data;
- Conceptual site plans will meet FDOT and applicable roadway design standards;
- Prepare two (2) conceptual site plan options based upon gathered information and client request;
- Attend up to two (2) Town Commission meetings, as requested by staff.

Note: This task does not include landscaping design or renderings.

#### **Fee: \$10,525.00 Lump Sum**

Bowman anticipates three (3) sets of comments from Client and conceptual site plan revisions during this task. (Additional changes to be billed on a Time and Expense basis.)

Ocean Avenue Street Scape  
Elizabeth Mascaro  
12/12/2022

**Summary:** This Agreement is accepted on the date last signed below and is subject to the terms and conditions stated above, the attached General Contract Provisions and any provisions set forth herein. Cancellation of any task by CLIENT prior to completion shall be subject to payment for time and expenses incurred up to point of cancellation.

If CLIENT concurs with the above Scope of Services and fees, please sign below and return one copy to Bowman Consulting Group, Ltd., P.O. Box 245, Herndon, Virginia 20172-0245.

**Agreed To and Accepted By:**

**Bowman Consulting Group, Ltd.**

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

Name Erik Juliano

Title Branch Manager

Date 12/12/2022

**Town of Melbourne Beach**

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

Name Elizabeth Mascaro

Title Town Manager

Date \_\_\_\_\_

# Bowman

## TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from Bowman Consulting Group, Ltd. ("BCG") to **Town of Melbourne Beach** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between BCG and Client, and supersede any previous agreement or understanding.

**1. Scope of Services.** BCG will provide the services expressly described in and limited by the Proposal (the "Scope"). If in BCG's professional judgment the Scope must be expanded or revised, BCG will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

**2. Standard of Care.** The standard of care for all services performed by BCG for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by BCG unless such design or document has been properly signed and sealed by a licensed professional on behalf of BCG.

**3. Payment Terms.** BCG will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. BCG shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by BCG within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, BCG shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by BCG on behalf of Client or any related Client entities, until all invoices are paid in full and BCG has received a retainer in such amount as BCG deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following BCG's election above, BCG shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and BCG.

(b) If Client disputes any submitted invoice, Client shall give written notice to BCG within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to BCG

within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and BCG shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

**4. Retainer and Other Payments.** BCG reserves the right to require that Client make a payment to be held by BCG as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to BCG should Client (or any affiliate of Client) fail to timely pay invoices due BCG. The Retainer account may consist in part of payments applied by BCG pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of BCG. Upon the conclusion of this Agreement, or its earlier termination, BCG shall (a) apply the Retainer to any unpaid amount owed BCG by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to BCG by Client with respect to the Project or other projects.

**5. Client Duties and Responsibilities.** Client shall inform BCG of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. BCG shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for BCG to use such third-party information; (b) such consent shall be provided to BCG upon request; and (c) such consent shall be in a form that, in BCG's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to BCG. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless BCG from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by BCG and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of BCG pursuant to this Agreement.

**6. Insurance.** BCG and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, BCG shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall BCG's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time BCG may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective BCG shall give notice thereof to Client.

**7. Potential Liability of BCG.** The following provisions shall operate with respect to any potential liability of BCG arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by BCG that Client believes creates liability on the part of BCG unless Client gave written notice to BCG not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. BCG shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of BCG and BCG's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to BCG's comparative degree of fault) that resulted from the error, omission or negligent act of BCG in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, BCG and BCG's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that BCG's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

**8. Certificate of Merit.** In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against BCG unless Client shall have first provided BCG with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to BCG thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

**9. Conflict Resolution and Applicable Law.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia

shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

#### **10. Ownership of Documents and Other Rights of BCG.**

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by BCG as instruments of service ("Work Product") shall remain the property of BCG up until such time as all monies due to BCG have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) BCG shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license BCG shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold BCG harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if BCG provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) BCG reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to BCG for BCG to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

**11. Modification.** From time to time BCG may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and BCG subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

**12. Exclusions from Scope.** By way of illustration and not limitation, unless specifically included in the Scope, BCG has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

#### **13. Limits of Scope.**

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by BCG or prior to final governmental approval, the potential exists for additional design and construction costs arising



from required subsequent revisions and additions to BCG design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect BCG's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that BCG has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that BCG does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, BCG shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. BCG's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests BCG to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by BCG as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to BCG by such date and in such state as BCG reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to BCG, BCG may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to BCG plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

**14. Fees by Hourly Rate Schedule.** If Client requests BCG to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate BCG for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal

is dated, BCG may, by giving notice to Client, revise its Hourly Rate Schedule once each calendar year, but no sooner than twelve (12) months after the date of the Proposal.

**15. Covenants Benefiting Third-Parties.** BCG and Client acknowledge that from time to time third-parties may request BCG to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of BCG's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at BCG's discretion, and, if BCG decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to BCG, at BCG's discretion.

**16. Assignment.** This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, BCG may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, BCG may assign its right to receive payments under this Agreement.

**17. Termination.** Either party may terminate the provision of further services by BCG under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by BCG under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay BCG for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) BCG shall have the right to withhold from Client the use or possession of Work Product prepared by BCG for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by BCG resulted from a material breach by Client, BCG shall have the right to withdraw any Work Product or other documents filed with any governmental agency by BCG in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute BCG's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

**18. Miscellaneous.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are

Ocean Avenue Street Scape  
Elizabeth Mascaro  
12/12/2022

inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

**19. Notices.** Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to BCG, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group, Ltd.  
12355 Sunrise Valley Drive, Suite 520  
Reston, Virginia 20191  
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

## Town Commission Meeting

**Section:** New Business  
**Meeting Date:** December 21, 2022  
**From:** Amber Brown, Town Clerk  
**Subject:** Public Records Solution

### Background Information:

Recently the Town has seen a significant increase in both the quantity and size of public records requests.

While the current system of using a printed paper form to process and track each request worked for many years, the recent increases in the number of requests and the volume of information requested is rapidly overwhelming the current system. This combined with the fact that as a small municipality we only have a single staff member working in the Clerk's Office is leading to a process that I believe will be unsustainable if it continues on the current trajectory.

After research and speaking with other municipalities, I believe having a cloud-based digital public records solution would allow us to streamline the public records process and provide a better level of service to our residents.

A cloud-based public records solution is a singular point that would allow residents to submit, track, and receive records, as well as allow the Town to track, organize, and complete each aspect of a public records request all in one place. The software would automatically take care of receiving the request and deflecting the request if the document is already online, as well as assist in processing requests, sending invoices, communicating with the resident, redacting information, and providing the document to the requester.

I have personally met with sales reps from each of the 3 companies below, for over an hour each, to tour their software and learn about the benefits they can offer the Town. While each of the providers offer slightly different features, I believe that Granicus-GovQA will offer us the most versatility and cost to value benefit.

**Recommendation:** Approve the proposal from Granicus - GovQA

### Attachments:

Proposal from Granicus - GovQA

Proposal from JustFOIA

CivicPlus – Next Request information document with an email summarizing the pricing



408 St. Peter St, Suite 600  
St. Paul, MN 55102

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Melbourne Beach, FL

## Granicus Proposal for Melbourne Beach, FL

### ORDER DETAILS

<b>Prepared By:</b>	Kyle Connors
<b>Phone:</b>	2029634536
<b>Email:</b>	kyle.connors@granicus.com
<b>Order #:</b>	Q-246576
<b>Prepared On:</b>	12/06/2022
<b>Expires On:</b>	02/04/2023

### ORDER TERMS

<b>Currency:</b>	USD
<b>Payment Terms:</b>	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
<b>Period of Performance:</b>	The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Essentials Package 2 Setup and Configuration	Up Front	1 Each	\$0.00
GovQA - Online Training	Up Front	1 Each	\$0.00
Additional Storage Setup and Configuration	Up Front	1 Each	\$0.00
Invoicing Setup and Configuration	Up Front	1 Each	\$0.00
FOIA Platform Setup and Configuration	Up Front	1 Each	\$0.00
Redaction Setup and Configuration	Up Front	2 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$0.00</b>

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Essentials Package 2	Annual	1 Each	\$6,000.00
Hosted Data Storage (500 GB)	Annual	1 Each	\$0.00
Invoicing Module	Annual	1 Each	\$0.00
FOIA Module Non Enterprise	Annual	1 Each	\$0.00
Redaction License (per named user)	Annual	2 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$6,000.00</b>

- Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts herein and will be assessed an additional annual fee of \$1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract Melbourne Beach, FL is able to contact Granicus for a report on how much storage has been used.

Communications Cloud Tier:
0



Order Form  
Melbourne Beach, FL



## FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Essentials Package 2	\$6,420.00	\$6,869.40
Hosted Data Storage (500 GB)	\$0.00	\$0.00
Invoicing Module	\$0.00	\$0.00
FOIA Module Non Enterprise	\$0.00	\$0.00
Redaction License (per named user)	\$0.00	\$0.00
<b>SUBTOTAL:</b>	<b>\$6,420.00</b>	<b>\$6,869.40</b>

**PRODUCT DESCRIPTIONS**

<b>Solution</b>	<b>Description</b>
Essentials Package 2	Essentials Package 2
Hosted Data Storage (500 GB)	Hosted Data Storage (500 GB)
Invoicing Module	Invoicing Module
FOIA Module Non Enterprise	FOIA Module Non Enterprise
Redaction License (per named user)	Redaction License (per named user)
GovQA - Online Training	GovQA - Online Training
FOIA Platform Setup and Configuration	FOIA Platform Setup and Configuration

## TERMS & CONDITIONS

- Link to Terms: <https://granicus.com/legal/licensing>
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Melbourne Beach, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

## BILLING INFORMATION

<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
<b>Billing Address:</b>		<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-246576 dated 12/06/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Melbourne Beach, FL	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	

# Proposal

Town of Melbourne Beach

Issued:


**November 30, 2022**


*Valid for 60 days*





Amber Brown  
 City Clerk  
 Town of Melbourne Beach ("Customer")  
 509 Ocean Avenue  
 Melbourne Beach, FL 32951

 (866) 761-5301

 3717 Apalachee Parkway  
 Suite 201  
 Tallahassee, Florida 32311

 sales@justfoia.com

 www.justfoia.com

Dear Amber Brown,

Thank you for considering **JustFOIA** in your organization's search for a Public Records Request Tracking Solution. Based on our understanding of your needs, we are pleased to enclose our proposal. While reviewing, please keep in mind the following benefits included with your JustFOIA partnership and subscription:

- **Government Security & Compliance:** All JustFOIA customers are deployed exclusively on the Microsoft Azure Government Cloud ("Azure Government Cloud"), providing world-class security. As an officially certified SOC 2 organization, JustFOIA ensures the foundational principles of security, privacy and control, compliance, and transparency.
- **Unlimited Users:** No matter the number of people you have as part of your process, JustFOIA allows for unlimited users for all contracted modules at no additional charge.
- **Parallel Workflows and Tasks:** We recognize requests may involve multiple departments. With JustFOIA, you don't have to work in silos. You can assign parallel workflows and tasks, so the process is completed efficiently.
- **Transparency:** JustFOIA handles internal emails, emails to the requestor, templates, and even discussion threads all within the application. Communication and activity are transparent to all.
- **Continuous Training:** JustFOIA offers user and administrator training along with a full Learning Management System (LMS) including on-demand training videos as part of your new JustFOIA subscription.
- **Having a Voice:** Our customers are invited to participate in our ongoing JustFOIA focus group. JustFOIA hosts periodic meetings to review product development, solicit new ideas, and share best-demonstrated practices among users from around the country.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your consideration and hope that we will have the pleasure of partnering with you.

Sincerely,

**Scott Mursten**

Senior Solution Consultant

(850) 701-0725 ext. 1520 | [smursten@justfoia.com](mailto:smursten@justfoia.com)

## EXECUTIVE SUMMARY

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software-as-a-service solution (the “Solution”), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time by automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

### OUR COMPANY

#### *Built by users, for users*

JustFOIA, Inc. (“JustFOIA”) began as a product built for MCCi’s public sector customers from a deep understanding gained through 20+ years of servicing municipal clerks, records managers, and the public sector. From its founding roots as a Municode company, MCCi has accelerated more than 1,600 customers’ digital transformation journeys by adding intelligence to their processes.



Because many of these customers were searching for a way to better manage the rise in complexity and volume of their organizations’ records requests, MCCi’s development team and leadership worked hand-in-hand with these customers to simplify the process and provide a better user experience for records managers and the constituents they serve. **In 2014, the JustFOIA Solution was launched.** Fast forward to 2020, JustFOIA’s success sparked the need for its own brand and evolution into becoming a sister-company to MCCi. In 2022, we celebrated the milestone of over 1 MILLION records requests processed in JustFOIA!

### WHAT MAKES US DIFFERENT

#### *Development fueled by customer ideas*



Our customers continue to be a vital component of our product feedback loop with customer success, implementation, and support teams all regularly contributing ideas to product management. With the launch of our [Ideas Portal](#), **we ensure customers have a voice**, allowing them to have a direct line to submit ideas for development consideration, see the status of their development request, and actively vote for the most important features and improvements.

We believe ideas get better when you create an environment of sharing. We regularly organize specialized group discussions, where users with similar challenges engage with our team to make the system work better for them. In addition to testing done by our seasoned, in-house development and quality assurance testing teams, when large features are ready to be tested, we gather beta customers for focus groups and trial usage before releases make it to prime time.

#### *Best-in-class consultation, implementation, and support*

We start with a thorough discovery process to understand your current records request needs and how those may evolve in the future. Our team then determines the best implementation strategy, as well as ongoing support needs. JustFOIA’s professionals are highly trained in the areas of implementation, process improvements, integrations, and more to help you implement a well-thought-out records request solution. Once your project is complete, you will have access to our technical support team, maintaining a documented **100% customer satisfaction rate**, for troubleshooting and supporting the Solution. We offer optional supplementary support packages as well, giving you more access to our staff based on your needs.





### ***Proactive customer success***



JustFOIA



We are fanatical about customer success. Success starts with our eagerness to understand our customers' needs and where they are headed on their journey to streamlining their records requests processes. We believe in a proactive support methodology, which begins with customer education, excellent service, and communication. You and your organization will

have a **dedicated Customer Success team** that can:

- Identify any needs that could easily be addressed by the Solution
- Serve as a resource for questions and answers, best practices, how other customers are using the system with the use of documented case studies, support center, etc.
- Provide continued education for existing and new users through webinars, workshops, user groups, and more
- Coordinate with our sales operations team for pricing/renewals inquiries and budgetary information

### ***Easiest-to-use or we'll retrain you free***

We understand that software – no matter how many features it has – can't be great unless it's easy to use. **We guarantee that JustFOIA is the easiest-to-use records request software, or we will train you again at no extra cost.**



To back this up and to supplement our **live trainings**, we offer our industry-exclusive [Learning Management Software platform](#) – The Training Center for JustFOIA – to our customers for free. With unlimited, on-demand access to hundreds of help videos and product documentation, live monthly learning sessions, and peer-based user groups, training new departments and employees is a breeze. We leverage the platform as we roll out JustFOIA to new customers every day, using it to store their custom training videos and designing courses for their users that simplifies training on new features and functionality. If you are as passionate about learning as we are about training – get JustFOIA certified. We offer certifications for Administrators, Power Users and General Users.

## WHAT'S INCLUDED WITH JustFOIA PRO?

FEATURES & SERVICES		Pro
<b>Security &amp; Compliance</b>		
SOC 2 Certified Organization Partner		✓
ADA/Section 508 Compliant		✓
CJIS ACE Seal of Compliance		✓
Secure Hosting on Microsoft Azure Government Cloud		✓
System Upgrades		✓
Single Sign-on (SSO)		+
<b>Data Storage &amp; Users</b>		
Standard Data Storage		3 TB
Unlimited Admins, Power Users, & Users		✓
<b>Requester Experience</b>		
Configurable Public Portal for Requesters to Submit & Track Requests		✓
Search Archive to Allow Requesters to Search Previous Requests		✓
Dynamic Fields with Deflection Tools in JustFOIA Request Form(s)		✓
<b>User Experience</b>		
Retention Schedules		✓
Configurable Workflow for User(s)/Department(s) to Work Concurrently		✓
Custom Workflow		+
Notifications, Reminders & Alerts		✓
In-App Internal & External (Requester) Communication Tools		✓
In-App Redaction with Auto-Redaction (Unlimited Users)		✓
Unlimited File Size in Release to Requester		✓
Any & All Document Management with .PST File Extraction, Response Doc Folder Organization, In-App Document Viewer & Batch Auto-Redaction		+
Time & Materials Tracking		✓
Invoicing Module		✓
Payment Portal for Credit Card Processing		+
Laserfiche Integration for Importing/Exporting Files		+
Reporting Dashboard		✓
Standard & Custom Reports through Advanced Reporting		✓
<b>Training/Onboarding</b>		
Dedicated Project Lead		✓
Live, Remote Admin & User Training		✓
Live, Onsite Admin & User Training		+
Two-Week Hypercare Period after Go-Live		✓
24/7/365 Training Center LMS with Customer-Specific & General Trainings & Videos		✓
<b>Customer Service &amp; Support</b>		
Live Technical Support from 8 a.m. to 8 p.m. Eastern		✓
Dedicated Customer Success Specialist		✓
Monthly Webinars		✓
JustFOIA Administration Assistance Hours		+

✓ Included +Optional

## PRICING



3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311  
866.761.5301  
850.564.7496 fax

**Customer Name:** Town of Melbourne Beach

**Quote Date:** November 30, 2022

**Proposal Number:** 25825

**Proposal Type:** New JustFOIA System

<b>Product Description:</b>	<b>Qty.</b>	<b>Unit Cost</b>	<b>Total</b>
<b><u>JustFOIA ANNUAL RECURRING SERVICES</u></b>			
<input checked="" type="checkbox"/> JustFOIA Pro Tier 1: Up to 10,000 Population	1	\$4,950.00	\$4,950.00
<input checked="" type="checkbox"/> Payment Portal for JustFOIA Pro	1	\$742.50	\$742.50
<input checked="" type="checkbox"/> Any & All Document Management for JustFOIA Pro	1	\$1,237.50	\$1,237.50

### SUBTOTAL - RECURRING ANNUAL SERVICES

**\$6,930.00**

<b>Service Description:</b>	<b>Qty.</b>	<b>Unit Cost</b>	<b>Total</b>
<b><u>JustFOIA SERVICE PACKAGES</u></b>			
<input checked="" type="checkbox"/> Pro Implementation Services		Included	Included
<input checked="" type="checkbox"/> Configuration of 2 Public Records Forms <small>-General &amp; Law Enforcement</small>	1	Included	Included
<input checked="" type="checkbox"/> Payment Portal Installation for JustFOIA Pro	1	\$750.00	\$750.00
<input checked="" type="checkbox"/> Any & All Document Management Installation for JustFOIA Pro	1	\$750.00	\$750.00

### SUBTOTAL - ONE-TIME SERVICES

**\$1,500.00**

### YEAR 1 ORDER COST

**\$8,430.00**

***This is not a formal quote.***

**This is NOT an invoice. Please use this confirmation to initiate the purchasing process.**

**NOTE:** The information presented in this document is based on the results of JustFOIA's and Customer's collaborative preliminary discovery thus far. As planning and discovery continue, the project scope and costs may change to meet the specific needs of Customer. JustFOIA will provide an official Order with its Assumptions, Terms & Conditions for review and approval prior to the start of any project.

## RECURRING SERVICES

The Recurring Services portion of this Order will systematically renew unless written notice of termination has been provided per the Master Agreement. An annual increase of **5%** will be applied to the prior year's billed amount (excluding any initial or one-time discounts).

## SALES TAX

Sales tax will be invoiced where Customer is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

## HOW DOES IT WORK?



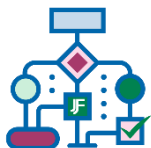
### Receive Records Requests through Your Configurable Public Portal

Direct requesters to an online experience to submit and track the status of their requests, search previous requests, pay invoices, and more. Requesters are automatically notified of receipt.



### Create Custom Request Forms

Modernize paper forms and emailed PDF requests with as many configurable, web-based forms as you want. Digital forms allow you to quickly collect all the information you need from the start!



### Reduce Response Times through Workflow

Streamline your process by automating repetitive tasks and communications through process mapping. Departments and users can be assigned and automatically notified of tasks and due dates. Reminders, escalations, reassignments, and approvals are configurable within each task.



### Centralize All Communications - With the Requester and Internal

Create transparency and simplify your communications both internally and externally. Design and automate common communications with templated messages and workflows.



### Redact Sensitive Information

Automatically redact documents with one click or manually remove sensitive data. Features include text search, proximity search, redact selected text and/or full page(s). There is no per-user fee, so any user can redact a document if they are permitted by your organization. An exemption log can be automatically generated to accompany each request to explain any redactions.



### Estimate & Log Time & Materials

Keep track of the labor, time, and materials costs of fulfilling requests. Configure individual user hourly rates and standard material fees, so invoicing is made simple.



### Generate Invoices and Receive Payments

Issue invoices and receive payments inside the Public Portal. Accept all forms of payments including credit cards via our optional, PCI-Compliant Payment Portal, using third-party payment processors.



### Import & Organize Response Documents

Easily upload documents from your computer, network or via our optional Laserfiche integration for the requestor to retrieve through your secure JustFOIA Public Portal. Using our optional Any & All Document Management module, extract .PST files and simplify managing hundreds of files.



### Analyze Comprehensive Reports

Custom reports are available, in addition to standard reports, such as:

- Processed Requests
- Bottlenecks
- User Activity
- Paused Requests
- Fees Totals
- Time and Materials
- Deleted Requests
- User Task Activity
- Correspondence
- Open Requests
- Request Retention
- Payment Details

## WORLD-CLASS, STANDARD SECURITY & COMPLIANCE

We are committed to maintaining a safe and secure platform for our customers that meets or exceeds industry-best practices. Protecting your solution and information is our highest priority. To that end, JustFOIA is officially certified as a SOC 2 service organization, as defined by the American Institute of Certified Public Accountants (AICPA). SOC 2 certification means that JustFOIA underwent a System and Organization Control (SOC) 2 Type 2 audit by an external auditing firm, ensuring strict information security and risk management policies and procedures are properly designed and followed. JustFOIA has a CISSP certified person on staff. **All JustFOIA customer sites are deployed exclusively on the Azure Government Cloud**, which was built upon the foundational principles of security, privacy and control, compliance, and transparency.



### SOC 2 COMPLIANCE

The official SOC 2 audit report provides a thorough review of processes relating to risk management, including:

- Internal Controls
- IT Infrastructure
- Logical Security
- Environmental Security
- Disaster Recovery Plans
- Access Management Policies
- Software Development Lifecycle
- Network Security
- Computer Operations
- Acceptable Use Policies
- Subservice Due Diligence
- Change Management Procedures
- Physical Security
- Business Continuity
- Corporate Ethics

### MICROSOFT AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is FedRAMP Authorized at Level High and is able to handle data that is subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. Azure Government uses physically isolated datacenters and networks (located in U.S. only).

### ENCRYPTED DATA

The Solution is a web-based application, and all HTTP communications are secured in transit by TLS 1.2 (aka HTTPS). Your data is encrypted at rest transparently using 256-bit AES encryption, one of the strongest block ciphers available, and is FIPS 140-2 compliant.



### WEB APPLICATION FIREWALL

Azure Web Application Firewall (WAF) on Azure Application Gateway provides centralized protection of your web applications from common exploits and vulnerabilities. SQL injection and cross-site scripting are among the most common attacks. WAF on Application Gateway is based on Core Rule Set (CRS) 3.1, 3.0, or 2.2.9 from the Open Web Application Security Project (OWASP). The WAF automatically updates to include protection against new vulnerabilities, with no additional configuration needed.

### LAYER 7 LOAD BALANCING & NETWORK SECURITY GROUPS

At its core, Load Balancing distributes traffic among multiple servers to increase availability and performance. Azure Application Gateway is a web traffic load balancer that manages traffic to web applications. While traditional load balancers operate at the transport layer (OSI layer 4), Azure Application Gateway can make routing decisions based on additional attributes of an HTTP request, for example URI path or host headers. This type of advanced routing capability is known as application layer (OSI layer 7) load balancing and gives the JustFOIA team greater control in managing the Solution's infrastructure. As a second layer of traffic control protection, Network Security Groups are applied and allow only traffic that is explicitly defined as allowed.

### P2S = POINT TO SITE VPN

Support & administrative personnel access the Solution's backend infrastructure via secure VPN connections only.

### MONITORING & PERFORMANCE ANALYSIS

Our monitoring and alerting systems notify our Network Operations Center (NOC) of any issues with availability or performance. Our engineers can handle any cloud infrastructure issues 24/7.

### UPDATE MANAGEMENT

Updates for Windows Server OS and SQL Server are managed through Azure Automation Update Management. Monthly deployment of critical and security updates, and quarterly deployment of other update classifications.

### AZURE BACKUP & SITE RECOVERY SERVICES

Azure Backup services provides independent and isolated backups to guard against accidental destruction of original data. Backups are encrypted and stored in a Recovery Services Vault with built-in management of recovery points.

The Solution's Disaster Recovery is built upon Azure Site Recovery (ASR), a native disaster recovery as a service. ASR replicates all Virtual Machine disks (OS and Data for all web, application, and database servers) from the Azure Region hosting your production environment to a geographically disparate Azure Region and keeps the replica up to date within five (5) minutes.

### ONGOING SECURITY INNOVATION

As you can see, we take a number of measures to ensure that your data is safe and secure. While we're very confident in our technology, we recognize that no system can guarantee data security with 100% certainty. For that reason, we will continue to innovate to make sure that our security measures are state of the art, and we will investigate any and all reported security issues concerning JustFOIA's services or software.

### 508/ADA COMPLIANCE

As part of our ongoing commitment to providing the easiest-to-use records requests software, we are committed to abiding by and developing solutions to remove barriers that might prevent a person with disabilities from using our products. JustFOIA is committed to providing a web application that is accessible to the widest possible audience, regardless of technology or ability. As such, we strive to adhere to the Revised Section 508 Standards published by the United States Access Board.



The WCAG level of compliance is approved by the ADA for websites and provides recommendations for making web content accessible. JustFOIA's citizen-facing pages perform at a Level AA (or level two) conformance to these guidelines:

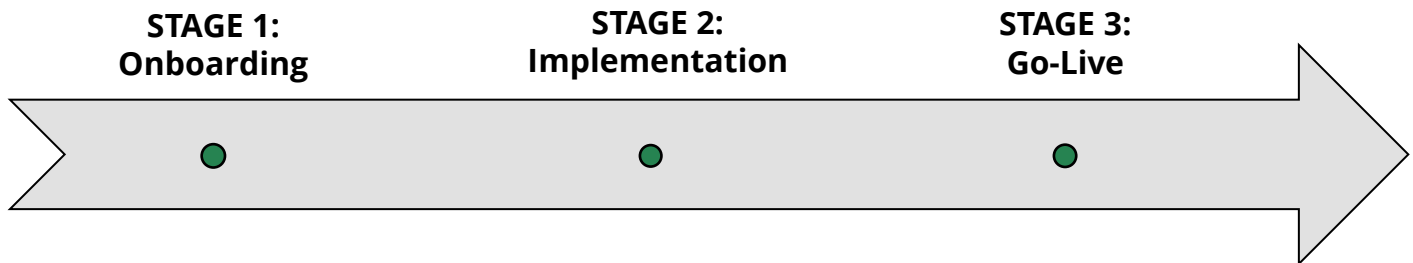
- **Text Equivalents:** alternative text detail for appropriate images and other non-text elements.
- **Full Keyboard Access:** built so that it can be accessed using a keyboard.
- **Site Consistency:** feature and functions perform the same way every time.
- **Site Structure:** appropriate headings, lists, paragraphs, style sheets, and other format features so guests can easily use the platform with assistive technology.
- **Links:** many links have title attributes to describe the link in greater detail unless the link's text already fully describes the target.

JustFOIA routinely completes Voluntary Product Accessibility Templates (VPATs) across our platforms. We engage with external consultants certified by the International Association of Accessibility Professionals to ensure our Solution conforms with required standards. JustFOIA's [VPAT Report](#) allows us to provide the data your procurement team will need to verify that the JustFOIA Solution meets the technical requirements for Section 508 compliance.



## IMPLEMENTATION JOURNEY

During the time services are provided, our Project Manager will communicate primarily with a Project Lead from your organization. Because the Solution is easy-to-configure and easy-to-use, the time to successfully complete the implementation depends largely on your team's availability, communication, and organization. There are three stages to our implementation journey:



## TECHNICAL & PROACTIVE SUPPORT

JustFOIA offers both technical, proactive, and supplemental support options, covering additional training and assistance to administrators and users.

### TECHNICAL SUPPORT

JustFOIA Technical Support is provided by email or telephone during business hours of 8 a.m. to 5 p.m. for your local time. Customer can designate several individuals to be technical support contacts. Customers may contact JustFOIA support through the online support center, by email ([support@JustFOIA.com](mailto:support@JustFOIA.com)), or by telephone (800-342-2633). JustFOIA customers receive the following benefits:

- Free software updates
- Embedded system help files
- Technical bulletins and newsletters
- Email/phone Support (see below)

### ADMINISTRATION ASSISTANCE

Want a white-glove approach to support? Pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. The number of hours will expire on the same date as the Subscription Period End Date. By purchasing a block of hours, JustFOIA's stellar support team can be available for the following:

### ADDITIONAL TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

### SYSTEM CONSULTATION

JustFOIA offers additional best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc. Customer may request a report of recommendations once annually.

### CONFIGURATION SERVICES

Basic configuration services for new request form(s) and associated workflow(s).

## SERVICE PACKAGES

### PRO IMPLEMENTATION

#### CUSTOMER TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Fill out configuration form
- Attend system walkthrough and create any additional users
- Attend admin and user trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification

#### JustFOIA TASKS & DELIVERABLES

- Lead project Kickoff Call to identify implementation milestones
- Deploy site in the Microsoft Azure Government Cloud
- Establish and configure initial Admin and Power User security credentials
- Personalize Public Portal with Customer branding
- Introduce and conduct walkthrough to customer system
- Configure number of request forms defined in Order and necessary workflow statuses
- Set up current departments and observed holidays
- Configure system email templates
- Provide configuration and training for purchased platform add-ons
- Provide technical support through user testing before going live
- Conduct one (1) Remote Basic Admin Training (1 hour) and one (1) Remote Advanced Admin Training (1.5 hours); recording made available in Training Center
- Conduct one (1) Remote User System Training (1 hour); recording made available in Training Center
- Provide Hypercare Check-in Service (up to 2 weeks)
- Assist with transition to Customer Success and Support Teams
- Provide Go-Live Marketing press kit

### ANY & ALL DOCUMENT MANAGEMENT

#### CUSTOMER TASKS & DELIVERABLES

- Complete JustFOIA Training Center trainings
- Attend remote walkthrough training

#### JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module

### PAYMENT PORTAL CONFIGURATION

#### CUSTOMER TASKS & DELIVERABLES

- Review [Payment Portal Guide](#)
- Set up an account with a valid Payment Processor (JetPay/NCR, PayPal or Authorize.net)\*  
\*To be completed no less than 30 days before Go Live date.
- Supply credentials from Payment Processor
  - Client Key
  - Web Key
  - API Identifier
  - Payment Type Name
  - Allowed Payment Method

#### JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering

- Configure and implement Payment Portal
- Complete testing and training

## DEFINITIONS

To determine which modules are applicable, please refer to the [Pricing](#) section. Your specific implementation may not include all modules described below.

### REDACTION MODULE

Our powerful integrated Redaction Module allows you to upload and redact documents in the Solution. Automatically redact documents with one click or manually remove sensitive data. Features include text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once redaction is applied, the redacted areas are burnt into the document and cannot be recovered or removed and only the redacted version of the document can be released. There is no per-user fee, so any permitted user can redact a document.

### JUSTFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training and certification, as well as enhanced rollouts of new features and functionality. It is subscribed to by most customers and provides an easy, cost-effective way for all users in Customer's organization to access training videos and certification courses. Benefits include:

- 24/7 access to on-demand JustFOIA training videos and other resources
- Reduce training time and expenses
- Caters to all skill levels from Basic Users to System Administrators
- Unlimited access for Customer's entire organization
- JustFOIA Certifications Courses
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Instant/budgeted customized training available in the case of employee turnover
- Customized with fully indexed, recorded training sessions

### ADVANCED REPORTING

The Advanced Reporting module will allow Customer to select any piece of their data to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Email distribution of reports
- Automated scheduling of reports
- Saving created reports
- Ability to export data
- Simplify capture JLARC reporting requirements for Washington customers

### SINGLE SIGN-ON (SSO)

The JustFOIA authentication system enables Single Sign-On ("SSO") integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Azure Active Directory login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for Customer's IT organization to maintain security protocols and gives Customer better control over managing user access.

The following types of enterprise connections can be made:

- Azure Active Directory
- ADFS
- Active Directory / LDAP
- Google Workspace (formerly G Suite, formerly Google Apps)

- Open ID Connect
- SAML
- PingFederate

## **PAYMENT PORTAL**

JustFOIA integrates with Authorize.net, PayPal and NCR/JetPay to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net, PayPal or NCR/JetPay site. Once they pay, users are able to make the request documents available for immediate release.

## **ADOBE ACROBAT PRO PLUG-IN**

Adobe Acrobat Pro Plug-in allows customers to easily upload documents they are working on in Adobe Acrobat Pro to a specific request. In Adobe Acrobat Pro, simply create and edit documents, as well as apply redactions and other features available in the Adobe Pro software. Once the document has been finalized, a simple click of the JustFOIA Plug-In button sends the document to the customer's JustFOIA system. It's as easy as picking the desired request number and the is in the Response Docs section, ready to send to the requester. In order to utilize this plug-in, organizations will need to have an active Adobe Acrobat Pro license.

## **LASERFICHE INTEGRATION**

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to more quickly and efficiently fulfill records requests. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents. Alternatively, users can search, edit, and redact in Laserfiche, then click to send selected documents as responsive documents to a specific request in the same file format as they are in the repository. As part of your Laserfiche Integration, you can also export custom system reports directly into your Laserfiche repository, as well as all parts of a request from communication to provided documents to invoices and a full timeline history of activity on the request. In order to utilize this integration, each user will need a full Laserfiche license. Please see the Laserfiche Expansion Configuration Guide for Installation Requirements and Prerequisites.

## **ANY & ALL DOCUMENT MANAGEMENT**

For customers who receive requests for "Any and All" communications, the effort to determine the responsive documents can be overwhelming. Built for customers who need to work with a large number of files, JustFOIA's Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)
- Detect duplicate emails
- Bulk redact and sort all files with one-click
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

## **CUSTOM WORKFLOWS**

Building on the capability to design lists of tasks and set defaults, a Custom Workflow leverages automation to save your organization time by routing certain types of requests from submission to completion.

Automatically run when a request comes in, a Custom Workflow can use the supplied form data to determine which departments and tasks get assigned. Best suited for organizations that process larger volumes of specific types of requests. Also available is the full use of due dates, reminders, escalations, and approvals as well as the capability to automatically send out system and custom emails triggered by events in the workflow.

We work with you to design the unique series of tasks to assign out to departments so you can handle the approvals while keeping the request moving through your Solution.

## READY TO PARTNER?

### If you're ready to take the next step with JustFOIA, what happens next?

Checklist	Step/Activity	Responsible Party
<input type="checkbox"/>	Customer notifies JustFOIA Solution Consultant (SC) of Vendor Selection	Customer
<input type="checkbox"/>	JustFOIA SC requests information below to provide official Contract/Order with Assumptions, Terms & Conditions: <ul style="list-style-type: none"> <li>▪ Legal Name</li> <li>▪ Bill to Contact(s)/Email(s)</li> <li>▪ Ship to Contact(s)/Email(s)</li> <li>▪ Accounts Payable Email (if applicable)</li> <li>▪ Desired Request Forms</li> <li>▪ Desired URL (Example: bryantx.justfoia.com)</li> </ul>	JustFOIA SC
<input type="checkbox"/>	Ensure your IT Department has reviewed and agreed to the prerequisites for: <ul style="list-style-type: none"> <li>▪ <a href="#">Single Sign-on</a> <ul style="list-style-type: none"> <li>▪ Determine enterprise connection (i.e., Azure Active Directory, ADFS, SAML)</li> </ul> </li> <li>▪ <a href="#">Laserfiche Integration</a> <ul style="list-style-type: none"> <li>▪ Must be on version 10.4 or higher</li> <li>▪ What type of Laserfiche environment do you have (i.e., On-prem, Laserfiche Cloud, MCCi Managed Cloud, etc.)?</li> </ul> </li> </ul>	Customer IT
<input type="checkbox"/>	Ensure your Finance Department has reviewed and agreed to the supported payment gateways for the <a href="#">Payment Portal</a> (Authorize.NET, PayPal, NCR/JetPay) <ul style="list-style-type: none"> <li>▪ Determine desired payment gateway</li> <li>▪ Determine/setup merchant account compatible with payment gateway</li> </ul>	Customer Finance
<input type="checkbox"/>	Customer/JustFOIA Legal Review	Customer & JustFOIA SC
<input type="checkbox"/>	Customer executes Contract and becomes part of the JustFOIA Family!	Customer



# Why NextRequest?



NextRequest is purpose-built for managing public records requests. We work directly with record managers & specialists like you to understand your needs and optimize the flow for handling records requests. We're constantly adding new features and improvements based on your feedback.

## 300+ AGENCIES RELY ON OUR PLATFORM

Over 900,000 requests successfully streamlined. All across the U.S., cities, counties, special districts, universities, and school districts rely on NextRequest to improve their workflows and tracking, ensuring they stay compliant with local public records laws.

## SECURITY IS OUR HIGHEST PRIORITY

We take security seriously. Our software has completed a SOC 2 audit and is fully HIPPA compliant. It also maps to Criminal Justice Information Services (CJIS) security controls. Learn more about our security practices and standards at [nextrequest.com/security](https://nextrequest.com/security).

## OUR CUSTOMERS LOVE US



**Our customers love us and aren't afraid to let others know it.**

Browse our customer's feedback on Capterra and G2Crowd to see for yourself.



City of New Orleans, LA



City & County of San Francisco, CA



City of Orlando, FL



Town of Belmont, MA



## FOIA SPECIFIC SUPPORT

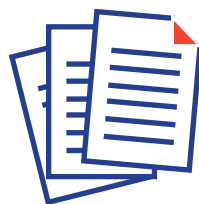
Get up and running as swiftly and effectively as possible with a dedicated customer onboarding specialist that helps you customize your account settings and train your staff. But it doesn't stop there.

We remain dedicated to providing ongoing support whenever you need it to ensure you're always getting the most out of NextRequest.



## PROCESSING DOCUMENTS IS EASY WITH

# RapidReview



### True Draft Redaction

- ✓ Apply, review, and finalize redactions on your own time
- ✓ Auto-save progress as drafts and come back to edit or finalize later
- ✓ Secure your work and prevent edits to drafts with specific admin access

### Collaborative Redaction

- ✓ Add comments to redactions for your colleagues
- ✓ Sort files into workflow stages for easy organization and review before finalizing redactions

### Real Batch Redaction

- ✓ Search for specific data like email addresses or keywords across a single document or thousands of documents and redact them all in a batch
- ✓ Zip multiple files before releasing them to the requester
- ✓ Create custom redaction search patterns to locate the data you need to redact more easily

## DID YOU HEAR?

NextRequest is now part of CivicPlus! We're on a mission to empower government agencies and educational organizations to rapidly adapt to evolving regulations and streamline the fulfillment and management of public records. Learn more at [NextRequest.com](https://NextRequest.com).



**From:** [Josh Taylor](#)  
**To:** [Melbourne Beach Town Clerk](#)  
**Subject:** NextRequest Pricing Difference  
**Date:** Wednesday, December 14, 2022 4:26:53 PM

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Hi Amber,

I feel like I may have done a poor job of explaining the cost breakdown earlier, so I wanted to follow-up here. It sounded like your primary concern with recommending NextRequest to your Town Manager was the cost difference and justification at renewal. However, you did like the ability of starting now as opposed to waiting until October 2023.

With NextRequest, you're receiving 21 months of service for **\$13,624** (9 months for \$1048 + 12 months for \$12,576). If you take the \$13,624 and divide it by the 21 months it comes out to an average monthly cost of **\$648**.

You mentioned that the other vendors were approximately \$6000 per year and \$8000 per year. They are only offering you 12 months of service. If you take these numbers and divide them by 12 it comes out to \$500 per month and \$666 compared to the \$648 you're paying with NextRequest for the first 21 months.

In subsequent years, for example October 2024, your true 12 month cost would of course be higher than what you were originally quoted by the other companies, and while we would hope to have won you as a satisfied customer, you would not be under a contractual obligation to continue service should you wish to perform another evaluation of the market at that time.

I thought this breakdown might be helpful since the actual cost of service is not quite so different for the first 2 years.

Does this help at all?

--

**Josh Taylor**

Account Executive V

**P:** 984.664.1626

[archivesocial.com](#) | [nextrequest.com](#) | [civicplus.com](#)



## Town Commission Meeting

**Section:** New Business  
**Meeting Date:** December 21, 2022  
**From:** Elizabeth Mascaro, Town Manager  
**Subject:** Dennington Election Challenge

### Background Information:

Jim Simmons was named in the Election Challenge filed by Alison Dennington.

Ms. Dennington represent that Jim Simmons was a member of the Town's "Board of Appeals". Jim Simmons sit on the Board of Adjustments. The Town has no Board of Appeals.

Mr. Simmons has files a motion to be dismiss him from the complaint.

Mr. Simmons is requesting representation from the Town pursuant to Town Code 10-2, Legal Defense; Commissioners, Officers and Employees.

*10-2 (a) (1) "Agent" shall include and be limited to members of town boards and individuals approved by the Town Manager to act as volunteers in the service of the Town and so acting.*

**Recommendation:** Consider Town representation of Jim Simmons in any further legal action regarding the Election Challenge filed by Alison Dennington per Town Code 10-2.

**Attachments:** Jim Simmons request for dismissal

Town Code 10-2.

**Re: Dennington v. Town of Melbourne Beach, et al., Case No. 05-2022-CA-053294 (18<sup>th</sup> Cir, Ct, 2022)**

**James D. (Jim) Simmons Response to above listed Case No. Case No. 05-2022-CA-053294 (18<sup>th</sup> Cir, Ct, 2022)**

Dear Judge Jacobus, Honorable Mayor, Town Manager, Town Clerk and Town Attorney:

I am not an attorney, and I currently don't serve on the Town Commission of Melbourne Beach. I have been served with a subpoena and complaint in the above referenced case, Case No. 05-2022-CA-053294 (Alison Dennington v. Town of Melbourne Beach, FL et al).

In reading this lawsuit, it is impossible to determine exactly what I have been accused of, but it is worded as if I am a Town official [i.e., a member of the "Board of Appeal" (sic)] and that, as such, I attended an "illegal meeting" relative to the Town's recent certification of candidates and/or municipal election. I have no idea what it is that I am alleged to have done, and given the length and confusing wording of the lawsuit complaint, I am making the following requests:

To the Honorable Judge Jacobus:

- 1) Please dismiss this complaint. The Plaintiff is reportedly an Arkansas attorney, and as a result, the complaint should be in better form and clear.
- 2) It is completely unclear what it is I have done or what I could have done about her election complaint. The prayer for relief makes no specific requests for relief that involve me. I request that I be dismissed as a party to this lawsuit, and that the dismissal of me as a party be with prejudice.
- 3) Lastly, it is completely unclear how I am in anyway involved in this case. Therefore, I generally am either without knowledge to each of the allegations or deny them.

To the Town Commission, Town Manager, Town Clerk, and Town Attorney:

Because this lawsuit appears to include me because of my membership in the Town's "Board of Appeal" (sic) (i.e., making me a Town "agent" as listed in the statute above), I believe that this clearly entitles me to representation by the Town. Therefore:

- a) I hereby request that this item be included on the next Town Commission agenda and that the Town Commission direct the Town Attorney (or other appropriate attorney) to represent me in the defense of this case. Most likely, I will not be in attendance at the meeting.
- b) Regardless of my request in a), I request that the Town should immediately file whatever is necessary for my defense in court.

In support of my request, it appears that I am being sued because I am a Town official of some sort. I refer the Town to Section 111.07, Florida Statutes, which provides:

Defense of civil actions against public officers, employees, or agents) states (bold/underlining added for emphasis) -

**"Any agency of the state, or any county, municipality, or political subdivision of the state, is authorized to provide an attorney to defend any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of any of its officers, employees, or agents for an act or omission arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the officer, employee, or agent acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil action includes, but is not limited to, any civil rights lawsuit seeking relief**

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RACHEL M. SADOFF

personally against the officer, employee, or agent for an act or omission under color of state law, custom, or usage, wherein it is alleged that such officer, employee, or agent has deprived another person of rights secured under the Federal Constitution or laws. Legal representation of an officer, employee, or agent of a state agency may be provided by the Department of Legal Affairs. However, any attorney's fees paid from public funds for any officer, employee, or agent who is found to be personally liable by virtue of acting outside the scope of his or her employment, or was acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the state, county, municipality, or political subdivision in a civil action against such officer, employee, or agent. If any agency of the state or any county, municipality, or political subdivision of the state is authorized pursuant to this section to provide an attorney to defend a civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of any of its officers, employees, or agents and fails to provide such attorney, such agency, county, municipality, or political subdivision shall reimburse any such defendant who prevails in the action for court costs and reasonable attorney's fees."

I also refer you to Section 10-2 of the Town Code, which provides that it is the policy of the Town to provide this defense.

I thank each of you for your consideration. Please note that I am also filing this notice with the Clerk of the Court to be placed in the court file.

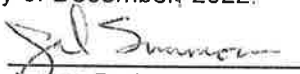
I anxiously await your response.

Sincerely,



James D. Simmons  
409 Avenue B  
Melbourne Beach, FL 32951-2214  
(Home) 321-984-8357  
(Cell) 321-506-2321

Certificate of Service - A copy of this pleading was mailed by the U.S. Mail to Alison Dennison at 413 Surf Road, Melbourne Beach, FL 32951 on the 1<sup>st</sup> day of December, 2022.

  
James D. Simmons

## **§ 10-2. LEGAL DEFENSE; COMMISSIONERS, OFFICERS, AND EMPLOYEES.**

(a) As used in this section, unless the context utilized clearly states to the contrary, the following terms are defined as follows:

- (1) "Agent" shall include and be limited to members of town boards and individuals approved by the Town Manager to act as volunteers in the service of the town and so acting.
- (2) "Civil action" includes but shall not be limited to actions sounding tort and civil rights lawsuits.
- (3) "Civil rights lawsuit" shall include but not be limited to actions prosecuted pursuant to 42 U.S.C. § 1983 and 42 U.S.C. § 1988.
- (4) "Officer" shall include the Mayor, any Town Commissioner, the Town Manager, the Town Clerk, the Town Attorney, or any charter officer.

(b) It is the policy of the town to provide an attorney to defend any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of any of the town's officers, employees, or agents for an act or omission arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the officer, employee, or agent acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil action includes, but is not limited to, any civil rights lawsuit seeking relief personally against the officer, employee, or agent for an act or omission under color of state law, custom, or usage, wherein it is alleged that such officer, employee, or agent has deprived another person of rights secured under the Federal Constitution or laws.

(c) Legal representation of an officer, employee, or agent of the town shall be provided by the town at town expense. However, any attorney's fees paid from public funds for any officer, employee, or agent who is found to be personally liable by virtue of acting outside the scope of his or her employment, or as acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the town in a civil action against such officer, employee, or agent. If the town is asked to appoint legal counsel for said officer, employee, or agent, the officer, employee, or agent shall not be entitled to his or her choice of legal counsel. If the town fails to provide an attorney, upon request of a past or present municipal officer, employee, or agent, to defend a civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of any of its officers, employees, or agents, the town shall reimburse any such defendant who prevails in the action for court costs and reasonable attorney's fees.

(Ord. 2001-02, passed 11-28-01)

## **§§ 10-3. – 10-99. RESERVED.**



## Town Manager Report for December 2022

1. The infrastructure improvements on Cherry and Redwood have been completed.
2. Attended P&Z meeting. Site plan approved.
3. Attended (zoom) court ordered mediation with Elizabeth Harris for Code Violation Appeal from Funeo v Town (Alison Dennington). No agreement reached.
4. Vice Mayor Barton, Commissioner Quarry, Robert Bitgood, Gavin Brown, Neal Tompkins, Crystal Cain, Curtis Byrd and I toured several LID and sustainability projects with the Zachary Eichholz and Lexi Miller from Cape Canaveral. We were able to take away some ideas for implementation in Town and also provided information to Zach and Lexi about our pervious/non-pervious ratios and 8" stormwater retention projects.
5. Met with Bowman Consulting to discuss sustainability, street calming and visual upgrades for Ocean Avenue.
6. Attended City Manager's meeting. No guest speaker. Interestingly, most cities have switched their software programs to BSE.
7. Tree Lighting very well attended. Received a lot of positive feedback.
8. Chief Brown received a letter of thanks from Brevard County Ocean Rescue for supporting BCOR the weekend of the 10<sup>th</sup>. There were a staggering number of water rescues during the week with several fatalities. Our Volunteer Fire Department not only serves the Town of Melbourne Beach but also our sister communities on the island. The departments Water Rescue Team is held in high regard by outside agencies for their professionalism, knowledge and skills. This letter serves as a reminder (as did the letter last month from Palm Bay) of how respected our volunteers are and that our team is willing to provide mutual aid when called upon.



## TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

### Building Department Report

November 2022

- 47 permits issued
- Construction Value of the 47 permits totaled \$1,856,926.00
- Total Permit fees \$20,652.14
- 112 inspections completed
- 60 plans reviewed
- 2 Single-Family Site Plan review for P&Z
- 5 Vacation Rental inspections
- 2 New homes

# Melbourne Beach Permit List

168  
12/15/2022  
1/2

Permit	Type	Address	Applicant	Issued	Expired
PWS22-0061	window, Door, & Shutter	301 AVENUE A	Precision Door Service of Brevard	11/15/202	05/29/202
PWS22-0060	window, Door, & Shutter	216 FIFTH AVE	LOWES Home Centers	11/16/202	05/15/202
PWS22-0059	window, Door, & Shutter	404 5TH AVE	Window World of Central Florida Inc	11/14/202	05/13/202
PWS22-0058	window, Door, & Shutter	322 3RD AVE	FLORIDA WINDOW & DOOR	11/23/202	05/22/202
PWS22-0053	window, Door, & Shutter	420 SUNSET BLVD	Tripod Aluminum Inc.	11/08/202	05/07/202
PSH22-0004	Shed	303 FIFTH AVE	DUMONT, DOUGLAS W	11/16/202	05/21/202
PSH22-0003	Shed	211 ASH AVE	PARKER, JEFFREY T	11/01/202	05/21/202
PRR22-0048	Reroof	212 BIRCH AVE	JK Behan General Roofing Contractor Inc.	11/30/202	06/11/202
PRR22-0047	Reroof	222 5TH AVE.	TOTAL HOME ROOFING AND CONSTRUCTION	11/28/202	06/11/202
PRR22-0046	Reroof	307 AVENUE A	DAVID SWIHART ROOFING INC	11/18/202	05/17/202
PRR22-0045	Reroof	227 6TH AVE	MGM Contracting Inc	11/14/202	06/04/202
PRB22-0045	Res Building	602 JASMINE DR	ANNA AND MIKE VELICKOVICH	11/18/202	05/17/202
PRB22-0044	Res Building	211 SIXTH AVE	SOUCY, RICHARD P	11/03/202	05/17/202
PRB22-0042	Res New Construction	202 SECOND AVE	Joyal Construction	11/28/202	06/10/202
PRB22-0039	Res New Construction	400 BANYAN WAY	LIFE STYLE HOMES BUILDERS INC	11/29/202	05/28/202
PRB22-0036	Res Building	1706 ORANGE ST	KEN & CARRIE'S BEACH PLUMBING	11/08/202	05/07/202
PPR22-0019	Pool Resurface	217 SECOND AVE	Gulfstream Pools	11/16/202	05/15/202
PPR22-0018	Pool Resurface	604 HIBISCUS TRL	BREVARD POOLS, INC	11/01/202	04/30/202
PPR22-0017	Pool Resurface	400 SURF RD	Brevard Pools Inc	11/01/202	04/30/202
PPR22-0014	Pool Resurface	605 HIBISCUS TRAIL	AQUATIC LEAK DETECTION LLC DBA	11/18/202	05/20/202
PPL22-0010	Pool	318 4TH AVE	Martin Pools and Spas Inc.	11/18/202	05/17/202
PPE22-0004	Pool Enclosure	1703 ORANGE ST	Palm Bay Aluminum Corp	11/16/202	05/15/202
PP22-0019	Plumbing	506 MAGNOLIA AVE	William L Beiner	11/28/202	05/27/202
PMS22-0001	Marine - Seawall	100 RIVERSIDE DR	LAND AND SEA MARINE CONSTRUCTION LLC	11/18/202	05/17/202
PMD22-0001	Marine - Docks/Boathouses	438 RIVER VIEW LN	BROOKS, MICHAEL R	11/30/202	05/29/202
PM22-0071	Mechanical	1710 ATLANTIC ST 5B	WEATHER ENGINEERS	11/28/202	06/12/202
PM22-0070	Mechanical	2001 NEPTUNE DR	DEREK CORMIER	11/28/202	05/27/202
PM22-0069	Mechanical	510 RIVERSIDE DR	Robert Miller	11/21/202	05/20/202
PM22-0068	Mechanical	2050 ATLANTIC ST 316	DAVID A BANKOWSKI	11/17/202	05/16/202
PM22-0067	Mechanical	442 RIVER VW	Kristin N Kelly	11/14/202	05/13/202
PM22-0066	Mechanical	1706 ORANGE ST	WHITLOCK, GARY	11/08/202	05/21/202
PM22-0065	Mechanical	303 FIFTH AVE	Kristin N Kelly	11/01/202	05/14/202
PM22-0064	Mechanical	302 OCEAN AVE	LEROY CRAWFORD	11/08/202	05/07/202



# Melbourne Beach Permit List

169  
12/15/2022  
2/2

Permit	Type	Address	Applicant	Issued	Expired
PF22-0033	Fence	207 BIRCH AVE	Carrie's Fence of Palm Bay	11/30/202	05/29/202
PF22-0030	Fence	2103 REDWOOD AVE	FLANAGAN, JAMES P	11/23/202	05/22/202
PF22-0028	Fence	1807 NEPTUNE DR	FENCE OUTLET INC	11/02/202	05/01/202
PF22-0023	Fence	419 AVENUE B	SECURE FENCE AND RAIL LLC	11/21/202	06/06/202
PE22-0028	Electrical	605 MANGO DR	FORT, BRUCE	11/28/202	05/27/202
PE22-0027	Electrical	211 SECOND AVE	Robert C Dipaolo	11/21/202	06/13/202
PE22-0026	Electrical	407 FIRST AVE	DAVIS, SHERYL E	11/17/202	05/28/202
PE22-0025	Electrical	209 FIFTH AVE	WILLIAM F ALLEN	11/18/202	05/29/202
PE22-0024	Electrical	1700 ATLANTIC ST	MENDONCA, MICHAEL	11/08/202	05/15/202
PE22-0023	Electrical	507 AVENUE A	JAMES HECK	11/15/202	05/20/202
PD22-0012	Demolition	419 RIVER VW	DON BO, INC.	11/23/202	05/22/202
PD22-0011	Demolition	602 MANGO DR	HUNTER, MORGAN, JAMES	11/03/202	05/02/202
PCD22-0043	Paver, Concrete, & Deck	309 FIFTH AVE	LIGHTHOUSE PAVERS	11/22/202	06/10/202
PCD22-0042	Paver, Concrete, & Deck	302 5TH AVE	AA MAINTENANCE & REPAIRS, INC	11/08/202	05/28/202

Total Permits: 47

## Inspection Totals

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Building	1
Building - Final	6
Column & Tie Beam	4
Dry-In	2
Dry-In Roof	1
Drywall	1
Electrical	2
Electrical Final	1
Electrical Underground	1
Final Building	5
Final Electrical	3
Final Fence	2
Final Mechanical	10
Final Miscellaneous	1
Final Paver, Concrete, & Deck	7
Final Plumbing	2
Final Pool	2
Final Pool Resurface	2
Final Reroof	5
Final window, Door, & Shutter	14

## Inspection Totals

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Footer	3
Form Board	1
Framing	1
In Progress	3
In-Progress	3
Insulation	1
Mechanical Final	1
Plumbing	1
Plumbing Underground	2
Rough Electrical	12
Rough Miscellaneous	1
Rough Plumbing	7
Slab	1
Steel & Ground	1
Underground Plumbing	2

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Total # of Inspections:	112
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# Stop work Order List

Record	Location	Status	Scope	Created
	303 BEAU JEAN AVE	Active	Location	12/2/2022
<div><div>Title</div><div>SHED</div><div>Description</div><div>ACTIVE STOP WORK ORDER. LEIN ON PROPERTY FROM TOWN.</div></div>				
	602 JASMINE DR	Active	Location	11/16/2022
<div><div>Title</div><div>SWO</div><div>Description</div><div>Interior remodel with out permit</div></div>				

Total stop work orders: 2

# Enforcement List

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE22-0152	210 SURF RD	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	12/06/22	
ECE22-0151	305 FOURTH AVE	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	12/06/22	
ECE22-0150	213 ASH AVE	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	12/06/22	
ECE22-0149	212 ELM AVE	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	12/06/22	
ECE22-0148	401 AVENUE B	Trailers, Boats, and Recreational Vehicles	Open - Citation Issued	Staff	12/05/22	
ECE22-0146	505 FIRST AVE		Open - Complaint Received	Staff	11/30/22	
ECE22-0145	404 COLONY ST		Open - Complaint Received	Staff	11/28/22	
ECE22-0139	210 SIXTH AVE	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	11/16/22	
ECE22-0138	206 4TH AVE	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	11/16/22	
ECE22-0136	616 HIBISCUS TRL	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received		11/14/22	
ECE22-0131	402 CORAL AVE	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	11/03/22	
ECE22-0127	512 SUNSET BLVD	Lawns - Overgrowth	Open - Complaint Received	Staff	10/27/22	
ECE22-0122	213 THIRD AVE	Lawns - Overgrowth	Open - Complaint Received	Staff	10/20/22	
ECE22-0109	1302 ORANGE ST	Lawns - Overgrowth	Open - Complaint Received	Staff	10/02/22	
ECE22-0041	409 THIRD AVE	Lawns - Overgrowth	Open - Court Magistrate		12/02/21	
ECE22-0006	404 COLONY ST	Trailers, Boats, and Recreational Vehicles	Open - Court Magistrate		03/24/22	

Total # of Enforcements: 16

Cases still open

# Enforcement List

12/11/2022

1/2

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE22-0144	212 4TH AVE	Attractive Nuisance	Closed - Complied	Staff	11/20/22	11/21/22
ECE22-0143	310 4TH AVE	Attractive Nuisance	Closed - Complied	Staff	11/20/22	11/21/22
ECE22-0141	215 3RD AVE	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	11/17/22	11/20/22
ECE22-0137	507 HIBISCUS TRL	Lawns - Garbage & Trash	Closed - Complied	Staff	11/13/22	11/17/22
ECE22-0135	400 CORAL AVE	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	11/14/22	11/20/22
ECE22-0134	605 HIBISCUS TRAIL	Trees and Landscaping	Closed - Complied	Staff	11/06/22	11/13/22
ECE22-0133	406 BANYAN WAY	Trees and Landscaping	Closed - Complied	Staff	11/06/22	11/20/22
ECE22-0132	452 SANDY KY	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	11/03/22	11/20/22

**Total # of Enforcements: 8**

*Cases open & closed This month*

# Enforcement List

12/11/2022

1/2

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE22-0144	212 4TH AVE	Attractive Nuisance	Closed - Complied	Staff	11/20/22	11/21/22
ECE22-0143	310 4TH AVE	Attractive Nuisance	Closed - Complied	Staff	11/20/22	11/21/22
ECE22-0141	215 3RD AVE	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	11/17/22	11/20/22
ECE22-0137	507 HIBISCUS TRL	Lawns - Garbage & Trash	Closed - Complied	Staff	11/13/22	11/17/22
ECE22-0135	400 CORAL AVE	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	11/14/22	11/20/22
ECE22-0134	605 HIBISCUS TRAIL	Trees and Landscaping	Closed - Complied	Staff	11/06/22	11/13/22
ECE22-0133	406 BANYAN WAY	Trees and Landscaping	Closed - Complied	Staff	11/06/22	11/20/22
ECE22-0132	452 SANDY KY	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	11/03/22	11/20/22
ECE22-0130	323 AVENUE A	Lawns - Garbage & Trash	Closed - Complied	Staff	10/30/22	11/20/22
ECE22-0129	1501 ATLANTIC ST	Turtle Lighting Violations	Closed - Abated	Staff	10/30/22	11/01/22
ECE22-0126	311 HIBISCUS TRL	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	10/27/22	11/30/22
ECE22-0123	401 SURF RD	Trees and Landscaping	Closed - Complied	Staff	10/27/22	11/07/22
ECE22-0111	200 SHANNON AVE	Lawns - Overgrowth	Closed - Complied	Staff	10/10/22	11/06/22
ECE22-0104	703 HIBISCUS TRL	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	09/22/22	11/20/22

**Total # of Enforcements: 14**

*Cases Closed Last Month*

# Enforcement List

12/11/2022

1/2

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE22-0146	505 FIRST AVE		Open - Complaint Received	Staff	11/30/22	
ECE22-0145	404 COLONY ST		Open - Complaint Received	Staff	11/28/22	
ECE22-0144	212 4TH AVE	Attractive Nuisance	Closed - Complied	Staff	11/20/22	11/21/22
ECE22-0143	310 4TH AVE	Attractive Nuisance	Closed - Complied	Staff	11/20/22	11/21/22
ECE22-0142	410 SURF RD	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	11/20/22	12/04/22
ECE22-0141	215 3RD AVE	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	11/17/22	11/20/22
ECE22-0140	396 RIVER VW	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	11/17/22	12/01/22
ECE22-0139	210 SIXTH AVE	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	11/16/22	
ECE22-0138	206 4TH AVE	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	11/16/22	
ECE22-0137	507 HIBISCUS TRL	Lawns - Garbage & Trash	Closed - Complied	Staff	11/13/22	11/17/22
ECE22-0136	616 HIBISCUS TRL	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received		11/14/22	
ECE22-0135	400 CORAL AVE	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	11/14/22	11/20/22
ECE22-0134	605 HIBISCUS TRAIL	Trees and Landscaping	Closed - Complied	Staff	11/06/22	11/13/22
ECE22-0133	406 BANYAN WAY	Trees and Landscaping	Closed - Complied	Staff	11/06/22	11/20/22
ECE22-0132	452 SANDY KY	Trailers, Boats, and Recreational Vehicles	Closed - Complied	Staff	11/03/22	11/20/22
ECE22-0131	402 CORAL AVE	Trailers, Boats, and Recreational Vehicles	Open - Complaint Received	Staff	11/03/22	

Total # of Enforcements: 16

Cases opened last month.



## Public Works Activities

November 2022

Christmas decorations/trees etc.

Trimmed rivers edges north of pier

Put up banners

Repaired irrigation various locations

Cleaned bucket truck

Repaired Ryckman House door

Cleaned up large debris pile First Ave. crossover

Replaced various street and traffic signs

Storm – took down banners, cleaned storm drains, secured or removed any loose materials, storm shutters in place – Comm. Center , History Center,

Removed large raft from beach

Obtained sand and sandbags

Replaced lost sand volleyball courts

Repaired roof on Karpie Pavillion

Installed Large Christmas tree Ryckman

Continuous landscape maintainance

Christmas lights pier

Repaired vandalized door Ryckman electrical room

Tree lighting event

Posted all way signs in several intersections

Placed one camera on pier

New post Ocean and Pine

Rebuilt 6<sup>th</sup> Ave boat ramp = concrete walls extended and geo tex installed with stone



# Melbourne Beach Police Department

## Monthly Report

### November 2022



#### Operations:

In November 2022, The Department responded to 1,125 calls for service and 110 house checks.

#### Activity:

- 16 Citations
- 130 Traffic Stops
- 102 Traffic Enforcement
- 1 Traffic Complaint
- 23 Parking Citations

Our radar trailers and message board are currently down for routine maintenance and repairs.

#### PD News

- On December 17<sup>th</sup>, "Elf" will be our Movie in the Park at 7 pm (Ryckman)
- All Officers trained on MILO (Multiple Interactive Learning Objectives) scenarios
- Performed November Critical Incident and Fire Drill at Gemini Elementry.

The Melbourne Beach Police Officers and I are committed to community policing and keeping our Town safe, which is our #1 priority.

Please see the attachments:

- Radar Speed Trailer Reports
- Sergeant's monthly reports

Stay Safe, Chief Melanie Griswold



# Melbourne Beach Police Department



179

	Nov	Oct	Sept	August	July	June	MAY	APR	MAR	FEB	JAN			YTD
Total Calls for Service	1235	998	1340	1248	1457	1160	1356	1049	957	937	940			12677
Total Felonies	2	3	2	4	8	3	0	10	8	5	5			50
Total Misdemeanors	6	9	2	4	4	3	6	16	13	3	7			73
Total Capias Requests	0	3	0	0	1	0	1	3	2	2	1			13
Total Traffic Arrests	0	1	1	0	1	1	1	1	3	0	0			9
Total Other Arrests	1	0	1	0	0	0	0	7	5	2	4			20
911 Investigation	15	14	15	11	23	17	21	19	23	17	14			189
Alarm Business	0	2	7	1	2	2	3	3	18	1	4			43
Alarm Residence	2	4	6	4	6	5	7	2	1	3	0			40
Alarm Vehicle	0	1	0	1	0	0	0	0	0	0	0			2
Assault		2	0	0	0	1	0	0	0	0	1			4
Animal Complaint	4	5	2	10	4	8	6	1	5	7	10			62
AOA Fire	1	4	5	0	2	7	1	2	1	3	0			26
AOA LEO	16	17	4	8	9	14	9	20	27	19	22			165
Assist Citizen	5	15	7	11	11	11	12	6	11	9	5			103
Assist DCF	2	1	2	0	5	0	0	1	1	1	0			13
Assist Motorist	1	0	2	0	1	4	2	1	2	1	0			14
Attempt To Contact	6	6	6	6	7	0	3	5	1	3	5			48
Baker Act	0	1	1	0	1	1	0	1	1	1	1			8
Battery	1	1	1	1	0	0	2	1	2	2	0			11
Burglary - Residential	0	0	0	1	0	1	0	0	2	0	0			4
Burglary - Vehicle	0	0	0	2	8	1	0	2	1	0	1			15
Civil Matter	4	1	1	2	0	3	2	2	1	2	2			20
Crash	6	5	6	5	4	10	4	6	7	8	2			63
Criminal Mischief	0	3	1	1	0	1	2	2	1	2	0			13
Deceased Person	0	0	0	1	0	2	0	1	0	0	0			4
Disturbance	7	0	4	5	2	4	7	0	2	2	0			33
Disturbance Domestic	0	3	0	0	1	2	2	1	3	2	1			15
Disturbance Domestic Battery	0	0	0	0	0	0	0	2	1	0	1			4
Disturbance Noise	3	2	6	2	2	3	3	3	3	0	1			28
Fraud/Forgery	1	2	1	0	1	0	0	1	2	1	0			9
House Checks	110	67	96	157	276	153	52	71	41	66	92			1181
Illegal Dumping	0	0	0	1	0	0	0	0	0	0	0			1
Illegal Parking	17	19	35	30	23	48	68	41	47	68	39			435
Indecent/Lewd Act	0	0	0	0	0	1	0	0	0	0	0			1
Information	7	15	9	12	21	10	9	23	7	15	8			136
Injured/Ill Person	13	8	17	15	14	21	28	10	24	18	17			185



# Melbourne Beach Police Department



	Nov	Oct	Sept	August	July	June	MAY	APR	MAR	FEB	JAN			YTD
Intoxicated Driver	0	0	0	0	0	1	0	1	0	0	1			3
Intoxicated Person	0	2	0	3	1	0	0	1	0	0	1			8
Investigation	4	4	8	2	17	0	0	4	2	1	2			44
Missing Person	0	0	0	2	1	0	0	0	0	0	0			3
Narcotics	0	0	0	0	1	0	0	1	0	1	0			3
Open Door	1	0	0	5	13	4	5	4	1	5	5			43
Ordinance Violation/Code Enf	0	1	1	0	0	0		0	0	0	0			2
Overdose	0	0	0	0	1	1	0	0	0	0	0			2
Parking Citations	23	20	42	39	21	73	67	50	71	79	50			535
Patrol Area	87	57	83	88	80	79	103	71	65	86	80			879
Patrol Area Business	180	137	188	163	219	253	216	311	179	170	169			2185
Patrol Area Residential	458	260	590	490	711	411	487	326	244	226	320			4523
Patrol Area School	18	29	27	21	5	4	31	43	43	44	38			303
Phone Call - Threatening	0	1	0	0	0	0	0	0	0	0	0			1
Property Confiscated	0	0	0	0	1	1	0	1	4	1	0			8
Property Found	0	1	2	3	2	0	4	4	3	3	0			22
Property Lost	0	1	2	1	2	2	1	0	0	1	0			10
Reckless Driving	5	4	4	2	6	7	5	4	5	6	6			54
Retail Theft	0	0	0	1	1	0	1	0	0	0	0			3
Shooting in the Area	0	1	0	0	1	2	0	0	0	0	1			5
Soliciting	0	0	0	0	0	0	0	0	0	1	0			1
Special Detail	2	1	0	0	0	1	1	0	1	0	1			7
Special Response ATV	0	0	0	0	0	0	0	0	1	0	0			1
Special Response Drone	1	0	0	2	1	0	2	0	0	0	0			6
Standby-Keep the Peace	0	1	4	0	1	0	0	2	1	0	1			10
Storm Damage	4	2	7	0	0	0	0	0	0	0	0			13
Suicide	0	0	0	1	0	0	0	0	0	0	0			1
Suspicious Incident	7	8	5	11	12	6	15	7	8	8	7			94
Suspicious Person	8	12	12	12	7	10	11	12	16	9	3			112
Suspicious Vehicle	13	18	15	27	34	18	19	8	19	19	13			203
Theft	3	3	2	1	3	1	2	2	2	0	1			20
Traffic Citations	16	36	37	37	20	21	24	43	28	28	25			315
Traffic Complaint	1	4	2	3	1	1	6	1	4	1	2			26
Traffic Enforcement	102	166	146	144	92	110	105	89	92	105	83			1234
Traffic Stop	130	141	95	124	88	70	95	103	97	110	102			1155
Traffic Obstruction	0	0	3	1	0	0	2	0	1	0	0			7
Trespass	0	3	4	3	2	1	3	2	3	1	0			22



# Melbourne Beach Police Department



181

	Nov	Oct	Sept	August	July	June	MAY	APR	MAR	FEB	JAN			YTD
Vehicle Abandoned	0	2	0	1	0	0	0	0	0	0	0			3
Vehicle Inspection	2	3	1	3	1	0	1	1	3	3	2			20
Vehicle Repo/Tow	0	0	0	0	0	0	0	0	1	0	0			1
Wanted Person	0	1	0	0	1	0	0	0	1	0	0			3
Written Warnings	6	13	11	12	6	6	10	3	4	8	12			91

Vehicle Mileage	Nov	Oct	Sept	August	July	June	MAY	APR	MAR	FEB	JAN			YTD
Car 300	0	0	0	0	0	0	0	0	0	0	0			0
Car 360	619	718	1075	555	1032	881	910	957	590	511	379			8227
Car 361	979	340	507	1048	1273	1141	798	709	491	774	872			8932
Car 363	579	955	905	1037	917	1381	648	1195	1088	1047	885			10637
Car 364	86	86	83	71	157	7	80	107	77	94	86			934
Car 366	649	956	1111	648	756	471	813	678	838	908	978			8806
Car 367	1252	1032	1265	847	907	907	1206	973	821	901	1354			11465
ATV 1	0	0	4	0	0	0	23	11	21	0	0			59
ATV 2	0	0	8	0	0	7	0	0	0	0	8			23



**MELBOURNE BEACH POLICE DEPARTMENT**  
**Jason Hinchman**  
**Sergeant**

**507 Ocean Ave, Melbourne Beach, FL 32951**  
**Phone: (321) 723-4343      Fax: (321)725-3253**



**Monthly Report November 2022**

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- 11/06: Petit Theft of a bicycle in the area of First Ave and Atlantic Street. The victim signed a decline to prosecute.
- 11/13: Domestic Verbal Disturbance in the 300 block of Avenue A. Both parties were separated.
- 11/14: Battery in the 400 block of Atlantic Street. A female victim was battered and sent to the hospital. This case is still under investigation.
- 11/30: Fraud in the 1900 block of Atlantic Street. The male victim said the money was transferred out of his bank account. The victim did not wish to pursue charges and signed a decline to prosecute.



**MELBOURNE BEACH POLICE DEPARTMENT**  
**Jason Sadler**  
**Sergeant**

**507 Ocean Ave, Melbourne Beach, FL 32951**  
**Phone: (321) 723-4343      Fax: (321) 725-3253**



**Sgt. Sadler Monthly Report November 2022**

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**11/1-** Petit Theft of yard decorations in the 500 block of Harland Avenue. Victim declined to prosecute.

**11/8-** Traffic crash between a vehicle and a pedestrian in the 200 block of Ocean Avenue. Female transported to the hospital for minor injuries.

**11/15-** Vehicle crash hit and run in the area of Ocean Avenue and Oak Street. No injuries and no major damage.

**11/16-** Petit theft of lawn equipment in 200 block of First Avenue. Case pending investigation.

**11/17-** Reckless vehicle located in the 1200 block of Oak Street. Driver was arrested for DUI alcohol.

**11/25-** Fire in the 2200 block of Atlantic Street. Assisted the Melbourne Beach Volunteer Fire Department until the fire was extinguished. No injuries and no major structure damage.

**11/25-** Water rescue in the 1000 block of Atlantic Street. Male caught in rip current was removed from the water and transported to the hospital by BCFR.

**11/26-** Water Rescue in the 1700 block of Atlantic Street. Female transported to the hospital by BCFR.



**Melbourne Beach  
Vol. Fire Department**  
507 Ocean Avenue  
Melbourne Beach, FL 32951  
(321)724-1736  
FireChief@MelbourneBeachFL.org

## **FIRE DEPARTMENT MONTHLY REPORT**

### ***November 2022***

#### **Incident Response**

For the month of November 2022, the Melbourne Beach Volunteer Fire Department responded to 22 calls for service. The average number of responding volunteer personnel per paged out call for the month was 10.

Breakdown:

- 5 Fire/Rescue 911 Calls (Paged out)
- 5 Hurricane Response Incidents
- 1 Medical Assist
- 2 Public Service
- 1 Public Education Event
- 6 Special Incidents (Fire/life safety inspections)
- 2 False Calls

#### **Department Membership**

- Certified Firefighters: 24
- Support Services Personnel: 3
- Administrative Personnel: 1
- Probationary Personnel: 4



## Notable Incidents

- 11/10/2022 – Water Rescue near Eau Gallie causeway. During Hurricane Nicole a male victim was reported trapped on a sinking sailboat in the river. MBVFD water rescue team responded to provide aid to BCFR & BCSO. The victim jumped overboard and was recovered on the shoreline where he was transported to local hospital in stable condition.
- 11/13/2022 – Water Rescue near Grant-Valkaria. Male victim heard yelling for help from somewhere in the river. Victim was located from shore by BCSO deputy with binoculars and successfully rescued by MBVFD Marine-58. The victim was rapidly assessed and brought to shore in stable condition, where he was handed off to Brevard County Fire Rescue for medical treatment.
- 11/25/2022 – HVAC Fire at Breakers Condo in Melbourne Beach. Roof air conditioning unit caught fire due to electrical/equipment failure. Fire contained to AC unit, no major structural damage.
- 11/25/2022 – Near Drowning in the 1000 Blk of Atlantic in Melbourne Beach. Victim already out of water upon arrival. 1 victim transported to local hospital in stable condition.

## Notable Events

The Department activated its hurricane response team and staffed the Fire Station with a 6 person BLS Crew for Hurricane Nicole. The Team responded to 5 incidents as part of the storm response. Roadways were quickly cleared of obstructions after the storm and no major damage was noted in town with the exception of major beach erosion.

The Department conducted multiple training events at 2 separate donated structures in Melbourne Beach. Property owners can temporarily “donate” their existing structure to be used by the Fire Department for training purposes before the structure is demolished, allowing for realistic firefighter training exercises. Huge thanks to Building Official Bitgood, the Building Department, and property owners Mr. Hoelzel and Mr. Brunosson for working together to allow us the great training opportunity.

The Melbourne Beach Volunteer Firefighters Association purchased & donated a refurbished powermill stair climber machine for physical fitness training and firefighter testing. The total cost of the equipment donation was \$3,460.25. Thank you to the MBVFA for this donation.

The Department supported the Gemini 2<sup>nd</sup> grade field trip to the Town of Melbourne Beach, with all classes learning about Ocean Safety and the Department’s Marine Rescue Team, as well as taking a tour of the fire station.

The Department supported the Melbourne Beach Library’s 20<sup>th</sup> Anniversary Celebration with a visit from the Fire Truck and Marine Rescue unit.

The Fire Department assisted the Melbourne Beach Rotary Club with installation of the new life ring stations on the beach. Unfortunately many of the stations were washed away due to the significant beach damage from Hurricane Nicole. The Rotary Club is working to replace the missing stations.

Fire Department leadership continues to work with the Volunteer Firefighters Association Board of Directors and multiple marine contractors to discuss potential ideas and funding options for the construction of a dock & boat lift for the Fire Department's marine rescue boat. The Association agreed to consider funding the project, and ideas will be brought to a Town Commission Workshop later this year.

The Department completed its 3<sup>rd</sup> party annual hose and ladder testing. All ladders passed inspection. Of the Department's 7,775ft of hose, 100ft (2x 50ft sections) failed testing representing a failure rate of 1.29%. The age of the failed sections were 17 and 20 years old.



## Brevard County Fire Rescue



Timothy J. Mills Fire Rescue Center  
1040 S. Florida Avenue  
Rockledge, Florida 32955

Phone – (321) 633-2056  
Fax – (321) 633-2057

December 12, 2022  
Chief Gavin Brown  
507 Ocean Avenue  
Melbourne Beach, FL 32951

Dear Chief Brown and Members of Melbourne Beach Volunteer Fire Department,

On behalf of the Brevard County Fire Rescue, Ocean Rescue Division we would like to extend a sincere thank you to the MBVFD Water Rescue Team. The additional patrol coverage provided by ATV58 throughout the weekend of December 10<sup>th</sup> and 11<sup>th</sup> was instrumental in assisting our department with the task of providing adequate beach coverage during a period that has proven to be exceptionally hazardous. Your additional coverage allowed us to engage in a more preventative and education-based approach to beach safety.

Persistent rip currents following Hurricanes Ian and Nicole combined with increased surf and favorable weather conditions have created exceptionally hazardous beach conditions for the citizens and visitors of Brevard County beaches. With the increased call volume and strained resources, your departments willingness to support our mission and provide additional resources and manpower is greatly appreciated.

Additionally, we would like express our gratitude for the mutual aid coverage that has been provided by MBVFD Water Rescue Team in the past. Your members demonstrate excellent professionalism, knowledge, skills, and abilities. They are always willing to work together as a team, regardless of the call. We appreciate the added peace of mind knowing your team is available to assist.

We look forward to working together in the future.

Sincerely,

Eisen Witcher  
Chief, Ocean Rescue

Derek Swor  
Assistant Chief, Ocean Rescue

Stephen Fender  
Shift Supervisor

# Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 12/15/2022 3:43:16 PM



## Incident Address and Type for Date Range (Landscape)

Incident Status(s): All Incident Statuses | Start Date: 11/01/2022 | End Date: 11/30/2022

INCIDENT #	DATE	LOCATION TYPE	ADDRESS	INCIDENT TYPE	ALARM	CLEARED SCENE
2022-199	11/01/2022		202 Surf RD , Melbourne Beach, FL, 32951	Special type of incident, other	11/01/2022 13:16	11/01/2022 15:16
2022-200	11/03/2022		228 6th AVE , Melbourne Beach, FL, 32951	Special type of incident, other	11/03/2022 14:20	11/03/2022 16:29
2022-201	11/05/2022		324 Ocean AVE , Melbourne Beach, FL, 32951	Public service	11/05/2022 09:32	11/05/2022 11:02
2022-202	11/05/2022	Intersection	Ambersand PL / Highway US1, Grant, FL, 32949	Watercraft rescue	11/05/2022 19:51	11/05/2022 20:46
2022-203	11/06/2022		190 Ocean AVE , Melbourne Beach, FL, 32951	Public service	11/06/2022 08:29	11/06/2022 10:19
2022-204	11/07/2022		1350 Atlantic ST , Melbourne Beach, FL, 32951	Special type of incident, other	11/07/2022 09:48	11/07/2022 10:26
2022-205	11/08/2022		200 Ocean AVE , Melbourne Beach, FL, 32951	Motor vehicle/pedestrian accident (MV Ped)	11/08/2022 11:55	11/08/2022 12:23
2022-206	11/08/2022		202 Surf RD , Melbourne, FL, 32901	Special type of incident, other	11/08/2022 13:30	11/08/2022 15:06
2022-207	11/09/2022		2525 Atlantic ST , Melbourne Beach, FL, 32951	Search for person in water	11/09/2022 15:30	11/09/2022 16:17
2022-208	11/10/2022		75 E Eau Gallie BLVD , Melbourne, FL, 32901	Watercraft rescue	11/10/2022 04:49	11/10/2022 06:54
2022-209	11/10/2022	Intersection	Hibiscus TRL / S. Palm, Melbourne Beach, FL, 32951	Wind storm, tornado/hurricane assessment	11/10/2022 07:58	11/10/2022 08:19
2022-210	11/10/2022	Intersection	Riverside CIR / Riverside Dr, Melbourne Beach, FL, 32951	Wind storm, tornado/hurricane assessment	11/10/2022 08:15	11/10/2022 08:18
2022-211	11/10/2022		223 3rd AVE , Melbourne Beach, FL, 32951	Assist invalid	11/10/2022 08:45	11/10/2022 08:54
2022-212	11/10/2022		418 Magnolia AVE , Melbourne Beach, FL, 32951	Arcing, shorted electrical equipment	11/10/2022 10:17	11/10/2022 10:31
2022-213	11/13/2022		3662 Highway 1 , Grant, FL, 32949	Search for person in water	11/13/2022 21:27	11/13/2022 22:13
2022-214	11/16/2022		2100 Oak ST , Melbourne Beach, FL, 32951	Public service	11/16/2022 08:13	11/16/2022 09:09
2022-215	11/17/2022		411 Oak ST , Melbourne Beach, FL, 32951	Special type of incident, other	11/17/2022 13:22	11/17/2022 17:11
2022-216	11/23/2022		SR500 , Indialantic, FL, 32903	Public service	11/23/2022 06:50	11/23/2022 06:52
2022-217	11/25/2022		2207 Atlantic ST , Melbourne Beach, FL, 32951	Outside equipment fire	11/25/2022 09:02	11/25/2022 09:51
2022-218	11/25/2022		2207 Atlantic ST , Melbourne Beach, FL, 32951	False alarm or false call, other	11/25/2022 09:02	11/25/2022 09:50
2022-219	11/25/2022		1005 Atlantic ST , Melbourne Beach, FL, 32951	Search for person in water	11/25/2022 15:14	11/25/2022 15:39
2022-220	11/29/2022		501 Ocean AVE , Melbourne Beach, FL, 32951	Special type of incident, other	11/29/2022 09:53	11/29/2022 11:04

Location Type is only filled in when it is marked Intersection, Directions, or National Grid on Basic Info 3.



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# Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 12/15/2022 3:44:04 PM



## Personnel Count per Incident for Date Range

Start Date: 11/01/2022 | End Date: 11/30/2022

INCIDENT				NUMBER OF PEOPLE		
NUMBER	DATE	INCIDENT TYPE	FDID	ON APPARATUS	NOT ON APPARATUS	TOTAL
2022-199	11/1/2022 13:16:46	900 - Special type of incident, other	19112	1	0	1
2022-200	11/3/2022 14:20:01	900 - Special type of incident, other	19112	1	0	1
2022-201	11/5/2022 09:32:22	553 - Public service	19112	3	0	3
** 2022-202	11/5/2022 19:51:05	365 - Watercraft rescue	19112	9	1	10
2022-203	11/6/2022 08:29:12	553 - Public service	19112	8	0	8
2022-204	11/7/2022 09:48:59	900 - Special type of incident, other	19112	1	0	1
2022-205	11/8/2022 11:55:37	323 - Motor vehicle/pedestrian accident (MV Ped)	19112	3	3	6
2022-206	11/8/2022 13:30:31	900 - Special type of incident, other	19112	1	0	1
** 2022-207	11/9/2022 15:30:32	342 - Search for person in water	19112	6	6	12
*** 2022-208	11/10/2022 04:49:08	365 - Watercraft rescue	19112	7	0	7
*** 2022-209	11/10/2022 07:58:01	813 - Wind storm, tornado/hurricane assessment	19112	7	0	7
*** 2022-210	11/10/2022 08:15:21	813 - Wind storm, tornado/hurricane assessment	19112	6	1	7
*** 2022-211	11/10/2022 08:45:51	554 - Assist invalid	19112	4	3	7
*** 2022-212	11/10/2022 10:17:20	445 - Arcing, shorted electrical equipment	19112	6	1	7
** 2022-213	11/13/2022 21:27:49	342 - Search for person in water	19112	6	3	9
2022-214	11/16/2022 08:13:17	553 - Public service	19112	1	0	1
2022-215	11/17/2022 13:22:03	900 - Special type of incident, other	19112	1	0	1
2022-216	11/23/2022 06:50:23	553 - Public service	19112	1	0	1
** 2022-217	11/25/2022 09:02:40	162 - Outside equipment fire	19112	10	1	11
2022-218	11/25/2022 09:02:40	700 - False alarm or false call, other	19112	1	0	1
** 2022-219	11/25/2022 15:14:44	342 - Search for person in water	19112	6	2	8
2022-220	11/29/2022 09:53:01	900 - Special type of incident, other	19112	1	0	1

**TOTAL # OF INCIDENTS: 22**

**AVERAGES:**

**4.1**

**1.0**

**5.0**

Total # of incidents  
paged out for  
volunteer response: 5

\*\* Without EMS Assist or Service Calls:  
(Paged out calls only)

**7.4**

**2.6**

**10.0**

Only REVIEWED incidents included

Note: 900 series "Special Incidents" include fire inspections performed.

Note: Calls marked with \*\*\* are part of Hurricane Nicole storm response.



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Doc Id: 358

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Town of Melbourne Beach  
Finance Department

# Memo

To: Mayor, Vice Mayor and Commissioners  
From: Jennifer Kerr, Finance Manager  
Date: December 15, 2022  
Re: November Fiscal Year 2023

We are in the second month of our fiscal year 2023. The target expenditure rate for November is 16.67%. All departments are managing their expenditures well at this time. All budget items highlighted in green are over the target rate but within the anticipated spending of that budget line. Items highlighted in yellow are being monitored, and items highlighted in red are over expended. Some budget lines are fully expended early in the budget year while other lines like salaries and health insurance are paid on a monthly basis. The total General Fund expenditure rate, year to date is 13.14%. The Departmental expenditure rate breakdown is as follows:

Legislative:	11.86%
Executive:	13.58%
Finance:	13.83%
Legal:	1.56%
Comp & Plan:	5.47%
General Services:	6.34%
Law Enforcement:	16.64%
Fire:	8.26%
Code:	11.63%
Public Works:	15.53%
Grounds Keeping:	19.72%
Parks:	31.91%
Environmental Advisory Board:	13.58%
Building Department Expenditures:	21.64%
Ocean Park Fund Expenditures:	5.64%
Ryckman Park Fund Expenditures:	0.79%

## Discussion Items:

The Town received Parking Revenue in November in the amount of \$8,835.42.

Worked with FEMA through November and the beginning of December on funding reimbursement for Hurricane Ian. We are waiting on a code from FEMA for the use of the Ditch Witch to finalize the application.

Working on the FEMA application for Hurricane Nicole.

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH  
Balance As Of 11/30/2022

**Fund: 001 GENERAL FUND**

**Account Category: Revenues**

	Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
001-00-311.00.00	AD VALOREM TAXES	2,418,002.00	473,042.44	0.00	1,944,959.56	19.56
001-00-312.41.00	LOCAL OPTION COUNTY GAS TAX	93,000.00	0.00	0.00	93,000.00	0.00
001-00-314.10.00	UTILITY SERVICES TAX FPL	248,000.00	28,509.95	0.00	219,490.05	11.50
001-00-314.30.00	UTILITY SERVICES TAX WATER	52,500.00	4,433.13	0.00	48,066.87	8.44
001-00-314.40.10	UTILITY GAS TAX AMERIGAS	7,700.00	0.00	0.00	7,700.00	0.00
001-00-314.40.20	UTILITY GAS TAX SUBURBAN	1,000.00	0.00	0.00	1,000.00	0.00
001-00-314.40.30	UTILITY GAS TAX FERRELL	2,800.00	458.47	0.00	2,341.53	16.37
001-00-315.00.00	COMMUNICATIONS SERVICE TAX	137,000.00	0.00	0.00	137,000.00	0.00
001-00-316.00.00	OCCP. LIC	16,000.00	12,228.18	0.00	3,771.82	76.43
001-00-323.10.00	FRANCHISE FEES FPL	190,000.00	0.00	0.00	190,000.00	0.00
001-00-323.70.00	FRANCHISE FEES SOLID WASTE	40,000.00	3,423.32	0.00	36,576.68	8.56
001-00-323.70.10	SOLID WASTE COMMERCIAL	13,500.00	1,208.33	0.00	12,291.67	8.95
001-00-329.20.00	BONFIRE PERMIT	900.00	0.00	0.00	900.00	0.00
001-00-329.50.00	LOW SPEED VEHICLE REGISTRATION	0.00	200.00	0.00	(200.00)	100.00
001-00-329.50.10	LOW SPEED VEHICLE PERMIT FEE	0.00	100.00	0.00	(100.00)	100.00
001-00-334.40.00	FMIT SAFETY GRANT	7,500.00	0.00	0.00	7,500.00	0.00
001-00-335.12.00	STATE REVENUE SHARING PROCEEDS	87,000.00	16,052.12	0.00	70,947.88	18.45
001-00-335.15.00	ALCOHOLIC BEVERAGE LICENSES	4,600.00	0.00	0.00	4,600.00	0.00
001-00-335.18.00	HALF CENT SALES TAX LOCAL GOV	192,000.00	0.00	0.00	192,000.00	0.00
001-00-342.20.00	SAFETY INSPECT FEE VAC RENTAL	800.00	(85.00)	0.00	885.00	(10.63)
001-00-342.20.10	SAFETY RENEWAL-VAC RENTALS	800.00	0.00	0.00	800.00	0.00
001-00-345.10.00	VAC RENTAL APP FEE-INITIAL	5,000.00	100.00	0.00	4,900.00	2.00
001-00-345.10.10	VAC RENEWAL FEE - RENTALS	2,500.00	2,400.00	0.00	100.00	96.00
001-00-361.10.00	INTEREST ON INVESTMENTS	4,000.00	1,593.65	0.00	2,406.35	39.84
001-00-369.00.00	MISCELLANEOUS REVENUE	2,500.00	388.01	0.00	2,111.99	15.52
001-00-369.00.49	INSURANCE RECOVERY	350.00	0.00	0.00	350.00	0.00
						15.42

Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
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**Department: 21 LAW ENFORCEMENT**

001-21-312.52.00	INSURANCE PREMIUM TAX	45,500.00	0.00	0.00	45,500.00	0.00
001-21-337.20.00	SCHOOL RESOURCE OFFICER	65,000.00	16,250.00	0.00	48,750.00	25.00
001-21-337.25.01	STATE LE COMPUTER GRANT	1,000.00	0.00	0.00	1,000.00	0.00
001-21-347.90.01	SPECIAL EVENTS	1,000.00	0.00	0.00	1,000.00	0.00
001-21-351.00.00	FINES - LAW ENFORCEMENT	7,500.00	506.47	0.00	6,993.53	6.75
001-21-351.13.00	PARKING TICKETS	600.00	0.00	0.00	600.00	0.00
001-21-351.13.10	ACCIDENT REPORT	100.00	24.00	0.00	76.00	24.00
001-21-369.00.00	MISCELLANEOUS REVENUE	0.00	40.00	0.00	(40.00)	100.00
						13.94

Description	ORIGINAL BUDGET	YTD Balance	Encumbrance	Available	% Bdgt
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**Department: 22 FIRE CONTROL**

001-22-322.30.00	FIRE PROTECTIVE SERVICES	5,000.00	435.00	0.00	4,565.00	8.70
001-22-369.00.00	MISCELLANEOUS REVENUE	500.00	0.00	0.00	500.00	0.00
001-22-369.55.10	SHARED TRAINING	1,000.00	0.00	0.00	1,000.00	0.00
						6.69

Description	ORIGINAL BUDGET	YTD Balance	Encumbrance	Available	% Bdgt
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**Department: 29 CODE ENFORCEMENT**

001-29-359.00.00	OTHER FINES AND FORFEITURES	800.00	0.00	0.00	800.00	0.00
						0.00

Description	ORIGINAL BUDGET	YTD Balance	Encumbrance	Available	% Bdgt
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**Department: 72 PARKS & RECREATION**

001-72-347.41.00	FOUNDER'S DAY	6,000.00	0.00	0.00	6,000.00	0.00
001-72-347.50.00	FACILITY RENTALS	8,000.00	0.00	0.00	8,000.00	0.00
						0.00

Description	ORIGINAL BUDGET	YTD Balance	Encumbrance	Available	% Bdgt
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**Department: 75 TOWN PARKS**

001-75-342.10.00	PARKING TICKET REVENUE	9,500.00	350.00	0.00	9,150.00	3.68
001-75-344.50.00	PARKING METER REVENUE	70,000.00	0.00	0.00	70,000.00	0.00
001-75-344.50.10	PARK PASS REVENUE	3,000.00	0.00	0.00	3,000.00	0.00



001-75-347.50.00	FACILITY RENTALS	0.00	480.00	0.00	(480.00)	100.00
						1.01

Account Category: Expenditure	Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
<b>Department: 11 LEGISLATIVE</b>						
001-11-500.11.00	EXECUTIVE SALARIES	16,200.00	2,699.98	0.00	13,500.02	16.67
001-11-500.12.00	REGULAR SALARIES	56,710.00	7,634.03	0.00	49,075.97	13.46
001-11-500.21.00	FICA TAXES - EMPLOYER PORTION	4,338.00	757.20	0.00	3,580.80	17.46
001-11-500.22.20	RETIREMENT TOWN EMPLOYEES	6,754.00	906.80	0.00	5,847.20	13.43
001-11-500.23.01	HEALTH INSURANCE	5,940.00	990.10	0.00	4,949.90	16.67
001-11-500.23.02	LIFE INSURANCE	68.00	11.26	0.00	56.74	16.56
001-11-500.25.00	UNEMPLOYMENT COMPENSATION	181.00	20.99	0.00	160.01	11.60
001-11-510.31.00	PROFESSIONAL SERVICES	2,902.00	0.00	0.00	2,902.00	0.00
001-11-510.40.00	TRAVEL & MEETINGS	3,640.00	632.34	0.00	3,007.66	17.37
001-11-510.40.10	TRAVEL & MEETINGS - STAFF	2,788.00	1,338.83	0.00	1,449.17	48.02
001-11-510.47.00	PRINTING	5,015.00	84.28	0.00	4,930.72	1.68
001-11-510.48.00	PROMOTIONAL ACTIVITIES	800.00	214.63	0.00	585.37	26.83
001-11-510.48.40	LEGAL NOTICES	10,000.00	0.00	0.00	10,000.00	0.00
001-11-510.49.50	ELECTION EXPENSE	2,500.00	0.00	0.00	2,500.00	0.00
001-11-510.54.00	DUES & SUBSCRIPTIONS	875.00	425.00	0.00	450.00	48.57
001-11-510.54.10	TRAINING & SCHOOLS	4,410.00	0.00	0.00	4,410.00	0.00
001-11-510.64.00	MACHINERY & EQUIPMENT	2,000.00	52.34	0.00	1,947.66	2.62
001-11-510.64.01	CAPITAL OUTLAY	50,000.00	0.00	0.00	50,000.00	0.00
001-11-543.00.00	LICENSES & FEES	7,421.00	5,879.86	0.00	1,541.14	79.23
						11.86

	Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
<b>Department: 12 EXECUTIVE</b>						
001-12-500.12.00	REGULAR SALARIES	143,243.00	18,516.49	0.00	124,726.51	12.93
001-12-500.21.00	FICA TAXES - EMPLOYER PORTION	10,958.00	1,549.49	0.00	9,408.51	14.14
001-12-500.22.01	RETIREMENT - ICMA	17,060.00	1,722.29	0.00	15,337.71	10.10
001-12-500.22.20	RETIREMENT TOWN EMPLOYEES	4,436.00	511.80	0.00	3,924.20	11.54

001-12-500.23.01	HEALTH INSURANCE	25,561.00	3,959.98	0.00	21,601.02	15.49
001-12-500.23.02	LIFE INSURANCE	749.00	124.76	0.00	624.24	16.66
001-12-500.25.00	UNEMPLOYMENT COMPENSATION	458.00	51.88	0.00	406.12	11.33
001-12-510.40.00	TRAVEL & MEETINGS	1,320.00	263.67	0.00	1,056.33	19.98
001-12-510.52.50	GAS & OIL	2,400.00	400.00	0.00	2,000.00	16.67
001-12-510.54.00	DUES & SUBSCRIPTIONS	3,595.00	1,444.00	0.00	2,151.00	40.17
001-12-510.54.10	TRAINING & SCHOOLS	450.00	0.00	0.00	450.00	0.00
						13.58

Description		ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
<b>Department: 13 FINANCE</b>						
001-13-500.12.00	REGULAR SALARIES	109,053.00	14,680.22	0.00	94,372.78	13.46
001-13-500.21.00	FICA TAXES - EMPLOYER PORTION	8,343.00	1,083.49	0.00	7,259.51	12.99
001-13-500.22.20	RETIREMENT TOWN EMPLOYEES	12,988.00	1,689.07	0.00	11,298.93	13.00
001-13-500.23.01	HEALTH INSURANCE	14,824.00	2,470.64	0.00	12,353.36	16.67
001-13-500.23.02	LIFE INSURANCE	136.00	22.52	0.00	113.48	16.56
001-13-500.25.00	UNEMPLOYMENT COMPENSATION	349.00	41.83	0.00	307.17	11.99
001-13-510.31.00	PROFESSIONAL SERVICES	5,300.00	0.00	0.00	5,300.00	0.00
001-13-510.32.00	AUDITING SERVICES	26,600.00	4,500.00	0.00	22,100.00	16.92
001-13-510.32.90	BANKING FEES	6,900.00	1,238.21	0.00	5,661.79	17.95
001-13-510.40.00	TRAVEL & MEETINGS	1,200.00	0.00	0.00	1,200.00	0.00
001-13-510.47.00	PRINTING	180.00	0.00	0.00	180.00	0.00
001-13-510.54.00	DUES & SUBSCRIPTIONS	60.00	0.00	0.00	60.00	0.00
001-13-510.54.10	TRAINING & SCHOOLS	800.00	114.00	0.00	686.00	14.25
001-13-764.10.00	Filing Fee Clerk-Parking Ticke	50.00	0.00	0.00	50.00	0.00
						13.83

Description		ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
<b>Department: 14 LEGAL COUNS</b>						
001-14-510.31.00	PROFESSIONAL SERVICES	96,000.00	1,648.50	0.00	94,351.50	1.72
001-14-510.31.01	CODE ENFORCEMENT ATTORNEY	10,000.00	0.00	0.00	10,000.00	0.00
						1.56

Description		ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
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**Department: 15 COMPREHENSIVE**

001-15-510.31.00	PROFESSIONAL SERVICES	20,000.00	1,093.75	0.00	18,906.25	5.47
						5.47

	Description	ORIGINAL BUDGET	YTD Balance	Encumbrance	Available	% Bdgt
<b>Department: 19 GENERAL SERVICES</b>						
001-19-500.24.00	WORKERS COMPENSATION	2,618.00	0.00	0.00	2,618.00	0.00
001-19-510.31.00	PROFESSIONAL SERVICES	4,020.00	620.00	0.00	3,400.00	15.42
001-19-510.31.11	SECURITY	3,308.00	0.00	0.00	3,308.00	0.00
001-19-510.34.10	JANITORIAL SERVICES	17,000.00	2,518.00	0.00	14,482.00	14.81
001-19-510.35.00	PRE-EMPLOYMENT EXP	300.00	140.00	0.00	160.00	46.67
001-19-510.41.00	TELEPHONE	18,240.00	4,560.68	0.00	13,679.32	25.00
001-19-510.41.10	COMMUNICATION SERVICES	43,056.00	8,663.18	0.00	34,392.82	20.12
001-19-510.43.00	STREET LIGHTS	47,000.00	3,916.59	0.00	43,083.41	8.33
001-19-510.43.10	ELECTRICITY	38,500.00	2,403.98	0.00	36,096.02	6.24
001-19-510.43.20	WATER & SEWER	3,520.00	248.00	0.00	3,272.00	7.05
001-19-510.43.50	WASTE TAX SERVICE	3,300.00	2,268.91	0.00	1,031.09	68.75
001-19-510.45.00	GENERAL LIABILITY INSURANCE	85,728.00	0.00	0.00	85,728.00	0.00
001-19-510.45.01	FLOOD INSURANCE	3,751.00	0.00	0.00	3,751.00	0.00
001-19-510.45.02	PROPERTY INSURANCE	69,960.00	0.00	0.00	69,960.00	0.00
001-19-510.45.03	AUTO INSURANCE	8,172.00	0.00	0.00	8,172.00	0.00
001-19-510.46.10	OFFICE EQUIPMENT MAINTENANCE	4,232.00	634.56	0.00	3,597.44	14.99
001-19-510.46.15	EQUIPMENT MAINTENANCE	25,000.00	5,327.00	0.00	19,673.00	21.31
001-19-510.46.36	PEST CONTROL	3,000.00	471.16	0.00	2,528.84	15.71
001-19-510.47.00	PRINTING	500.00	263.31	0.00	236.69	52.66
001-19-510.49.90	ADOPT AN AREA	1,500.00	201.16	0.00	1,298.84	13.41
001-19-510.49.98	CONTINGENCY	25,000.00	0.00	4,049.38	20,950.62	0.00
001-19-510.49.99	MISCELLANEOUS	300.00	0.00	0.00	300.00	0.00
001-19-510.51.00	OFFICE SUPPLIES	11,000.00	871.05	0.00	10,128.95	7.92
001-19-510.51.10	POSTAGE	1,400.00	379.80	0.00	1,020.20	27.13
001-19-510.52.10	JANITORIAL SUPPLIES	3,500.00	1,480.88	0.00	2,019.12	42.31
001-19-510.54.00	DUES & SUBSCRIPTIONS	325.00	0.00	0.00	325.00	0.00
001-19-510.64.01	CAPITAL OUTLAY	39,916.00	1,878.00	0.00	38,038.00	4.70
001-19-543.00.00	LICENSES & FEES	21,286.00	1,231.05	0.00	20,054.95	5.78

001-19-581.00.00	TRANSFER OUT	115,000.00	0.00	0.00	115,000.00	0.00
						6.34

	Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
<b>Department: 21 LAW ENFORCI</b>						
001-21-500.12.00	REGULAR SALARIES	627,879.00	118,502.30	0.00	509,376.70	18.87
001-21-500.12.50	HOLIDAY PAY	20,000.00	1,960.25	0.00	18,039.75	9.80
001-21-500.14.00	SALARIES OVERTIME	15,000.00	1,655.46	0.00	13,344.54	11.04
001-21-500.14.16	HURRICANE PAY	18,000.00	12,007.06	0.00	5,992.94	66.71
001-21-500.15.00	EDUCATION INCENTIVE PAY	6,800.00	1,200.00	0.00	5,600.00	17.65
001-21-500.15.01	FIRST RESPONDER	8,000.00	850.00	0.00	7,150.00	10.63
001-21-500.21.00	FICA TAXES - EMPLOYER PORTION	52,087.00	9,888.26	0.00	42,198.74	18.98
001-21-500.22.02	POLICE PENSION	206,912.00	0.00	0.00	206,912.00	0.00
001-21-500.22.20	RETIREMENT TOWN EMPLOYEES	5,217.00	735.88	0.00	4,481.12	14.11
001-21-500.23.01	HEALTH INSURANCE	210,119.00	13,812.44	0.00	196,306.56	6.57
001-21-500.23.02	LIFE INSURANCE	2,700.00	361.14	0.00	2,338.86	13.38
001-21-500.23.10	STATUTORY AD&D	1,000.00	0.00	0.00	1,000.00	0.00
001-21-500.24.00	WORKERS COMPENSATION	16,853.00	0.00	0.00	16,853.00	0.00
001-21-500.25.00	UNEMPLOYMENT COMPENSATION	2,179.00	359.37	0.00	1,819.63	16.49
001-21-520.31.00	PROFESSIONAL SERVICES	725.00	100.00	0.00	625.00	13.79
001-21-520.34.40	DISPATCHING SERVICES	17,785.00	18,318.55	0.00	(533.55)	103.00
001-21-520.40.00	TRAVEL & MEETINGS	3,324.00	50.00	0.00	3,274.00	1.50
001-21-520.41.10	COMMUNICATION SERVICES	5,388.00	508.64	0.00	4,879.36	9.44
001-21-520.46.10	OFFICE EQUIPMENT MAINTENANCE	5,500.00	192.92	0.00	5,307.08	3.51
001-21-520.46.15	EQUIPMENT MAINTENANCE	5,500.00	0.00	0.00	5,500.00	0.00
001-21-520.46.16	RADAR CALIBRATION	700.00	0.00	0.00	700.00	0.00
001-21-520.46.20	VEHICLE MAINTENANCE	17,000.00	10,073.07	0.00	6,926.93	59.25
001-21-520.48.00	PROMOTIONAL ACTIVITIES	3,000.00	0.00	0.00	3,000.00	0.00
001-21-520.48.50	CRIME PREVENTION	2,100.00	1,236.67	0.00	863.33	58.89
001-21-520.49.99	MISCELLANEOUS	100.00	0.00	0.00	100.00	0.00
001-21-520.51.10	POSTAGE	150.00	0.00	0.00	150.00	0.00
001-21-520.52.00	UNIFORMS	7,000.00	783.21	0.00	6,216.79	11.19
001-21-520.52.05	PROTECTIVE GEAR	8,328.00	0.00	0.00	8,328.00	0.00
001-21-520.52.50	GAS & OIL	40,000.00	1,530.89	0.00	38,469.11	3.83

001-21-520.52.70	MEDICAL	500.00	325.43	0.00	174.57	65.09
001-21-520.52.90	OPERATING SUPPLIES	4,320.00	356.74	0.00	3,963.26	8.26
001-21-520.54.00	DUES & SUBSCRIPTIONS	935.00	1,973.00	0.00	(1,038.00)	211.02
001-21-520.54.10	TRAINING & SCHOOLS	6,400.00	600.00	0.00	5,800.00	9.38
001-21-520.64.01	Capital Outlay	18,400.00	24,456.80	0.00	(6,056.80)	132.92
001-21-543.00.00	LICENSES & FEES	13,837.00	5,673.00	0.00	8,164.00	41.00
001-21-581.00.00	TRANSFER OUT	13,479.00	0.00	0.00	13,479.00	0.00
						16.64

	Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
<b>Department: 22 FIRE CONTROL</b>						
001-22-500.12.00	REGULAR SALARIES	88,036.00	12,678.45	0.00	75,357.55	14.40
001-22-500.14.50	STIPEND PAYROLL	37,336.48	1,890.00	0.00	35,446.48	5.06
001-22-500.21.00	FICA TAXES - EMPLOYER PORTION	10,946.00	1,142.83	0.00	9,803.17	10.44
001-22-500.22.01	RETIREMENT - ICMA	7,512.35	1,141.84	0.00	6,370.51	15.20
001-22-500.22.20	RETIREMENT TOWN EMPLOYEES	2,972.65	302.04	0.00	2,670.61	10.16
001-22-500.23.01	HEALTH INSURANCE	25,625.52	3,659.54	0.00	21,965.98	14.28
001-22-500.23.02	LIFE INSURANCE	136.00	22.52	0.00	113.48	16.56
001-22-500.23.10	STATUTORY AD&D	207.00	0.00	0.00	207.00	0.00
001-22-500.24.00	WORKERS COMPENSATION	16,853.00	0.00	0.00	16,853.00	0.00
001-22-500.25.00	UNEMPLOYMENT COMPENSATION	282.00	35.93	0.00	246.07	12.74
001-22-520.34.40	DISPATCHING SERVICES	5,400.00	0.00	0.00	5,400.00	0.00
001-22-520.35.00	PRE-EMPLOYMENT EXPENSE	2,060.00	0.00	0.00	2,060.00	0.00
001-22-520.36.00	ANNUAL PHYSICALS	4,375.00	0.00	0.00	4,375.00	0.00
001-22-520.40.00	TRAVEL & MEETINGS	750.00	0.00	0.00	750.00	0.00
001-22-520.41.10	COMMUNICATION SERVICES	1,644.00	410.31	0.00	1,233.69	24.96
001-22-520.46.15	EQUIPMENT MAINTENANCE	9,152.00	69.69	0.00	9,082.31	0.76
001-22-520.46.20	VEHICLE MAINTENANCE	26,100.00	735.35	0.00	25,364.65	2.82
001-22-520.46.30	BUILDING MAINTENANCE	1,000.00	4.87	0.00	995.13	0.49
001-22-520.48.55	FIRE PREVENTION	4,600.00	537.50	0.00	4,062.50	11.68
001-22-520.51.00	OFFICE SUPPLIES	400.00	24.58	0.00	375.42	6.15
001-22-520.52.00	UNIFORMS	7,135.00	0.00	0.00	7,135.00	0.00
001-22-520.52.02	S.C.B.A.	1,975.00	1,539.86	0.00	435.14	77.97
001-22-520.52.05	PROTECTIVE GEAR	2,925.00	0.00	0.00	2,925.00	0.00

001-22-520.52.10	JANITORIAL SUPPLIES	1,000.00	375.79	0.00	624.21	37.58
001-22-520.52.20	TOOLS & HARDWARE	2,000.00	0.00	0.00	2,000.00	0.00
001-22-520.52.50	GAS & OIL	6,600.00	272.35	0.00	6,327.65	4.13
001-22-520.52.70	MEDICAL	1,400.00	0.00	0.00	1,400.00	0.00
001-22-520.54.00	DUES & SUBSCRIPTIONS	435.00	21.00	0.00	414.00	4.83
001-22-520.54.10	TRAINING & SCHOOLS	7,525.00	0.00	0.00	7,525.00	0.00
001-22-520.54.12	TRAINING MATERIALS	1,960.00	390.00	0.00	1,570.00	19.90
001-22-520.64.01	Capital Outlay	82,369.00	0.00	30,000.00	52,369.00	0.00
001-22-543.00.00	LICENSES & FEES	13,304.00	6,919.90	0.00	6,384.10	52.01
001-22-581.00.00	TRANSFER OUT	15,277.00	0.00	0.00	15,277.00	0.00
						8.26

	Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
<b>Department: 29 CODE ENFORC</b>						
001-29-500.12.00	REGULAR SALARIES	14,898.00	1,862.15	0.00	13,035.85	12.50
001-29-500.21.00	FICA TAXES - EMPLOYER PORTION	1,140.00	137.21	0.00	1,002.79	12.04
001-29-500.22.20	RETIREMENT TOWN EMPLOYEES	1,774.00	224.24	0.00	1,549.76	12.64
001-29-500.23.10	STATUTORY AD&D	21.00	0.00	0.00	21.00	0.00
001-29-500.24.00	WORKERS COMPENSATION	230.00	0.00	0.00	230.00	0.00
001-29-500.25.00	UNEMPLOYMENT COMPENSATION	48.00	5.19	0.00	42.81	10.81
001-29-520.40.00	TRAVEL & MEETINGS	35.00	0.00	0.00	35.00	0.00
001-29-520.46.12	MAINTENANCE SUPPLIES	50.00	0.00	0.00	50.00	0.00
001-29-520.46.20	VEHICLE MAINTENANCE	150.00	0.00	0.00	150.00	0.00
001-29-520.51.00	OFFICE SUPPLIES	125.00	0.00	0.00	125.00	0.00
001-29-520.51.10	POSTAGE	350.00	16.90	0.00	333.10	4.83
001-29-520.51.20	RECORDING COSTS	120.00	0.00	0.00	120.00	0.00
001-29-520.52.00	UNIFORMS	150.00	0.00	0.00	150.00	0.00
001-29-520.52.50	GAS & OIL	150.00	0.00	0.00	150.00	0.00
001-29-520.54.10	TRAINING & SCHOOLS	75.00	0.00	0.00	75.00	0.00
						11.63

	Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
<b>Department: 41 PUBLIC WORK</b>						
001-41-500.12.00	REGULAR SALARIES	207,196.00	28,001.47	0.00	179,194.53	13.51

001-41-500.14.00	SALARIES OVERTIME	0.00	1,914.36	0.00	(1,914.36)	100.00
001-41-500.21.00	FICA TAXES - EMPLOYER PORTION	15,850.00	2,277.53	0.00	13,572.47	14.37
001-41-500.22.20	RETIREMENT TOWN EMPLOYEES	24,677.00	3,580.85	0.00	21,096.15	14.51
001-41-500.23.01	HEALTH INSURANCE	21,231.00	7,137.70	0.00	14,093.30	33.62
001-41-500.23.02	LIFE INSURANCE	236.00	39.40	0.00	196.60	16.69
001-41-500.23.10	STATUTORY AD&D	83.00	0.00	0.00	83.00	0.00
001-41-500.24.00	WORKERS COMPENSATION	2,618.00	0.00	0.00	2,618.00	0.00
001-41-500.25.00	UNEMPLOYMENT COMPENSATION	663.00	70.01	0.00	592.99	10.56
001-41-530.40.00	TRAVEL & MEETINGS	150.00	0.00	0.00	150.00	0.00
001-41-530.43.10	ELECTRICITY	5,000.00	150.00	0.00	4,850.00	3.00
001-41-530.43.50	DUMP SERVICE	2,000.00	0.00	0.00	2,000.00	0.00
001-41-530.46.12	MAINTENANCE SUPPLIES	6,500.00	795.06	0.00	5,704.94	12.23
001-41-530.46.15	EQUIPMENT MAINTENANCE	5,000.00	626.82	0.00	4,373.18	12.54
001-41-530.46.20	VEHICLE MAINTENANCE	9,500.00	991.30	0.00	8,508.70	10.43
001-41-530.46.30	BUILDING MAINTENANCE	8,500.00	1,207.40	0.00	7,292.60	14.20
001-41-530.46.31	MAINTENANCE OLD TOWN HALL	600.00	50.00	0.00	550.00	8.33
001-41-530.46.32	RYCKMAN HOUSE	700.00	0.00	0.00	700.00	0.00
001-41-530.46.35	PIER MAINTENANCE	1,500.00	806.72	0.00	693.28	53.78
001-41-530.46.40	GROUNDS MAINTENANCE	7,000.00	100.68	0.00	6,899.32	1.44
001-41-530.52.00	UNIFORMS	3,125.00	1,571.48	0.00	1,553.52	50.29
001-41-530.52.05	PROTECTIVE GEAR	1,000.00	433.86	0.00	566.14	43.39
001-41-530.52.20	TOOLS & HARDWARE	4,750.00	1,725.98	0.00	3,024.02	36.34
001-41-530.52.25	TOOL RENTALS	3,500.00	260.78	0.00	3,239.22	7.45
001-41-530.52.50	GAS & OIL	5,800.00	448.12	0.00	5,351.88	7.73
001-41-530.53.10	STREET REPAIR	7,500.00	5,594.46	0.00	1,905.54	74.59
001-41-530.53.20	STREET SIGNS	8,500.00	1,475.00	0.00	7,025.00	17.35
001-41-530.54.10	TRAINING & SCHOOLS	1,500.00	0.00	0.00	1,500.00	0.00
001-41-530.57.25	WELDING	500.00	69.22	0.00	430.78	13.84
001-41-530.64.01	CAPITAL OUTLAY	10,000.00	0.00	0.00	10,000.00	0.00
001-41-581.00.00	TRANSFER OUT	16,927.00	0.00	0.00	16,927.00	0.00
						15.53

Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
Department: 42 GROUNDS KEI					

001-42-500.12.00	REGULAR SALARIES	34,320.00	3,656.97	0.00	30,663.03	10.66
001-42-500.14.00	SALARIES OVERTIME	0.00	301.44	0.00	(301.44)	100.00
001-42-500.21.00	FICA TAXES - EMPLOYER PORTION	2,625.00	293.74	0.00	2,331.26	11.19
001-42-500.22.20	RETIREMENT TOWN EMPLOYEES	4,088.00	471.45	0.00	3,616.55	11.53
001-42-500.23.01	HEALTH INSURANCE	10,722.00	0.00	0.00	10,722.00	0.00
001-42-500.23.02	LIFE INSURANCE	68.00	0.00	0.00	68.00	0.00
001-42-500.23.10	STATUTORY AD&D	21.00	0.00	0.00	21.00	0.00
001-42-500.24.00	WORKERS COMPENSATION	654.00	0.00	0.00	654.00	0.00
001-42-500.25.00	UNEMPLOYMENT COMPENSATION	110.00	10.29	0.00	99.71	9.35
001-42-530.34.91	LANDSCAPING	22,300.00	379.96	0.00	21,920.04	1.70
001-42-530.46.12	MAINTENANCE SUPPLIES	1,000.00	112.47	0.00	887.53	11.25
001-42-530.46.15	EQUIPMENT MAINTENANCE	2,500.00	78.93	0.00	2,421.07	3.16
001-42-530.46.40	GROUNDS MAINTENANCE	25,910.00	1,867.92	0.00	24,042.08	7.21
001-42-530.46.43	TREE EXPENSE	2,000.00	3,350.00	0.00	(1,350.00)	167.50
001-42-530.52.00	UNIFORMS	3,125.00	93.40	0.00	3,031.60	2.99
001-42-530.52.20	TOOLS & HARDWARE	500.00	259.85	0.00	240.15	51.97
001-42-530.54.10	TRAINING & SCHOOLS	300.00	0.00	0.00	300.00	0.00
001-42-530.64.01	CAPITAL OUTLAY	0.00	10,859.00	0.00	(10,859.00)	100.00
						19.72

	Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
<b>Department: 72 PARKS &amp; RECI</b>						
001-72-570.48.10	FOUNDER'S DAY	7,000.00	0.00	0.00	7,000.00	0.00
001-72-570.48.50	MOVIES IN THE PARK	1,800.00	465.00	0.00	1,335.00	25.83
001-72-570.48.52	FOURTH OF JULY	500.00	0.00	0.00	500.00	0.00
001-72-570.48.53	CHRISTMAS DECORATIONS PARK	3,000.00	1,574.02	0.00	1,425.98	52.47
001-72-570.48.60	EASTER EGG HUNT	200.00	0.00	0.00	200.00	0.00
001-72-570.48.90	RECREATION PROGRAMS	5,000.00	925.94	0.00	4,074.06	18.52
001-72-570.63.01	TENNIS COURT EXPEDITURES	500.00	0.00	0.00	500.00	0.00
001-72-570.63.02	BBALL & VBALL COURTS	500.00	399.98	0.00	100.02	80.00
001-72-570.63.05	BOCCE COURT EXPENDITURES	500.00	0.00	0.00	500.00	0.00
001-72-570.64.01	CAPITAL OUTLAY	32,600.00	13,100.00	13,100.00	6,400.00	40.18
						31.91



GF Overall Expenditure Rate:

13.14

**Fund: 104 ENVIRONMENTAL A****Account Category: Revenues**

Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
Department: 00					
104-00-271.00.99	CARRY FORWARD	4,904.00	0.00	0.00	4,904.00 0.00
104-00-337.90.01	OTHER GRANTS	568.00	0.00	0.00	568.00 0.00
104-00-366.47.00	DONATIONS	5,000.00	5,000.00	0.00	0.00 100.00
104-00-381.00.00	TRANSFERS IN	5,374.00	0.00	0.00	5,374.00 0.00
					31.55

**Account Category: Expenditures**

Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
Department: 72 PARKS & RECREATION					
104-72-570.31.00	PROFESSIONAL SERVICES	2,000.00	0.00	0.00	2,000.00 0.00
104-72-570.40.00	TRAVEL & MEETINGS	0.00	14.99	0.00	(14.99) 100.00
104-72-570.46.12	MAINTENANCE SUPPLIES	0.00	65.00	0.00	(65.00) 100.00
104-72-570.46.40	GROUPS MAINTENANCE	960.00	0.00	0.00	960.00 0.00
104-72-570.52.50	GAS FOR COMPOSTING TRUCK	1,092.00	136.48	0.00	955.52 12.50
104-72-570.64.01	CAPITAL OUTLAY	8,000.00	1,420.52	0.00	6,579.48 17.76
					13.58

**Fund: 125 BUILDING DEPT****Account Category: Revenues**

Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
Department: 24 PROTECTIVE INVESTMENT					
125-24-322.00.00	BUILDING PERMITS	160,000.00	34,809.92	0.00	125,190.08 21.76
125-24-322.10.00	ZONING PLAN REVIEW	1,000.00	31.25	0.00	968.75 3.13
125-24-322.10.10	SITE PLAN REVIEW P&Z	12,000.00	0.00	0.00	12,000.00 0.00
125-24-322.20.00	BUILDING PLAN REVIEW	12,000.00	0.00	0.00	12,000.00 0.00
125-24-322.31.00	ADVERTISING COSTS	250.00	0.00	0.00	250.00 0.00
125-24-322.31.20	P&Z ADVERTISING	100.00	0.00	0.00	100.00 0.00
125-24-329.00.00	OTHER LICENSES, FEES & PERMITS	700.00	1,155.00	0.00	(455.00) 165.00
125-24-329.00.10	BOA VARIANCE FEES	2,000.00	0.00	0.00	2,000.00 0.00
125-24-354.00.00	LOCAL ORDINANCE VIOLATION	8,000.00	4,765.00	0.00	3,235.00 59.56
					20.79

Account Category: Expenditures	Description	ORIGINAL BUDGET	YTD Balance	Encumbrance	Available	% Bdgt
125-24-500.12.00	REGULAR SALARIES	141,440.00	27,609.24	0.00	113,830.76	19.52
125-24-500.14.00	SALARIES OVERTIME	0.00	768.00	0.00	(768.00)	100.00
125-24-500.21.00	FICA TAXES - EMPLOYER PORTION	10,820.16	2,069.15	0.00	8,751.01	19.12
125-24-500.22.20	RETIREMENT TOWN EMPLOYEES	16,845.50	3,397.71	0.00	13,447.79	20.17
125-24-500.23.01	HEALTH INSURANCE	27,083.00	2,720.48	0.00	24,362.52	10.04
125-24-500.23.02	LIFE INSURANCE	136.00	68.15	0.00	67.85	50.11
125-24-500.23.10	STATUTORY AD&D	42.00	0.00	0.00	42.00	0.00
125-24-500.24.00	WORKERS COMPENSATION	655.00	0.00	0.00	655.00	0.00
125-24-500.25.00	UNEMPLOYMENT COMPENSATION	452.61	75.42	0.00	377.19	16.66
125-24-520.40.00	TRAVEL & MEETINGS	300.00	0.00	0.00	300.00	0.00
125-24-520.51.00	OFFICE SUPPLIES	500.00	68.36	0.00	431.64	13.67
125-24-520.51.10	POSTAGE	75.00	0.00	0.00	75.00	0.00
125-24-520.52.00	UNIFORMS	260.00	240.92	0.00	19.08	92.66
125-24-520.52.20	TOOLS & HARDWARE	75.00	0.00	0.00	75.00	0.00
125-24-520.52.50	GAS & OIL	500.00	0.00	0.00	500.00	0.00
125-24-520.54.00	DUES & SUBSCRIPTIONS	4,200.00	0.00	0.00	4,200.00	0.00
125-24-520.54.10	TRAINING & SCHOOLS	350.00	0.00	0.00	350.00	0.00
125-24-520.64.01	Capital Outlay	16,000.00	10,500.00	0.00	5,500.00	65.63
125-24-543.00.00	LICENSES & FEES	350.00	114.00	0.00	236.00	32.57
						21.64

**Fund: 172 OCEAN PARK PARKS**

Account Category: Revenues	Description	ORIGINAL BUDGET	YTD Balance	Encumbrance	Available	% Bdgt
Department: 00						
172-00-271.00.99	CARRY FORWARD	62,536.22	0.00	0.00	62,536.22	0.00
						0.00

	Description	ORIGINAL BUDGET	YTD Balance	Encumbrance	Available	% Bdgt
<b>Department: 75 TOWN PARKS</b>						
172-75-342.10.00	PARKING TICKET REVENUE	15,000.00	1,100.00	0.00	13,900.00	7.33
172-75-344.50.00	PARKING METER REVENUE	98,000.00	4,921.04	0.00	93,078.96	5.02

5.33

Account Category: Expenditures		Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
172-75-575.31.02		LIFEGUARD CONTRACT	21,945.00	0.00	0.00	21,945.00	0.00
172-75-575.32.90		BANKING FEES	5,500.00	362.60	0.00	5,137.40	6.59
172-75-575.34.10		JANITORIAL CLEANING	1,800.00	300.00	0.00	1,500.00	16.67
172-75-575.34.91		LANDSCAPING	3,500.00	0.00	0.00	3,500.00	0.00
172-75-575.41.10		IPS COMMUNICATIONS FEE	4,020.00	241.25	0.00	3,778.75	6.00
172-75-575.43.10		ELECTRICITY	2,700.00	212.45	0.00	2,487.55	7.87
172-75-575.43.20		WATER & SEWER	1,700.00	75.46	0.00	1,624.54	4.44
172-75-575.43.50		DUMP SERVICE	660.00	0.00	0.00	660.00	0.00
172-75-575.46.12		MAINTENANCE SUPPLIES	1,500.00	317.10	0.00	1,182.90	21.14
172-75-575.46.31		BUILDING MAINT RESTROOMS	1,200.00	11.16	0.00	1,188.84	0.93
172-75-575.46.40		GROUNDS MAINTENANCE	3,000.00	0.00	0.00	3,000.00	0.00
172-75-575.46.41		MOWING CONTRACT	9,000.00	933.75	0.00	8,066.25	10.38
172-75-575.46.43		TREE EXPENSE	500.00	0.00	0.00	500.00	0.00
172-75-575.52.10		JANITORIAL SUPPLIES	350.00	0.00	0.00	350.00	0.00
172-75-575.53.15		PARKING LOT REPAIRS	1,500.00	816.09	0.00	683.91	54.41
172-75-575.53.20		SIGNS	300.00	0.00	0.00	300.00	0.00
172-75-575.63.03		VOLLEYBALL COURT	2,000.00	1,155.41	0.00	844.59	57.77
172-75-575.64.01		CAPITAL OUTLAY	16,000.00	0.00	0.00	16,000.00	0.00
172-75-581.00.00		TRANSFER OUT	1,400.00	0.00	0.00	1,400.00	0.00
172-75-764.10.00		Filing Fee Clerk-Parking Ticke	30.00	10.00	0.00	20.00	33.33
							5.64

**Fund: 175 RYCKMAN CROSSOVER**

Account Category: Revenues		Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
Department: 00							
175-00-271.00.99		CARRY FORWARD	97,998.78	0.00	0.00	97,998.78	0.00
							0.00

**Department: 75 TOWN PARKS**

175-75-342.10.00		PARKING TICKET REVENUE	9,500.00	0.00	0.00	9,500.00	0.00
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175-75-344.50.00	PARKING METER REVENUE	60,500.00	6,354.35	0.00	54,145.65	10.50
175-75-344.50.10	PARK PASS REVENUE	3,000.00	0.00	0.00	3,000.00	0.00
						8.70

Account Category: Expenditure	Description	ORIGINAL BUD	YTD Balance	Encumbrance	Available	% Bdgt
175-75-575.32.90	BANKING FEES	2,000.00	241.74	0.00	1,758.26	12.09
175-75-575.32.95	IPS BANKING FEE	4,200.00	0.00	0.00	4,200.00	0.00
175-75-575.41.15	IPS COMMUNICATION FEE	2,500.00	160.83	0.00	2,339.17	6.43
175-75-575.50.00	RECREATION PROGRAMS	10,500.00	0.00	0.00	10,500.00	0.00
175-75-581.00.00	TRANSFER OUT	31,500.00	0.00	0.00	31,500.00	0.00
						0.79

## NOVEMBER 2022 ACTION ITEMS

ITEM	OPENED	DUE DATE	CLOSED	REQUESTER	ASSIGNED TO
<b>Look into Building Construction Code 7A-55 and options to make it easier on residents</b>	9/21/2022	CLOSED	11/16/2022	Mayor Hoover	Town Manager/ Building Dept
DATE	DIRECTION/NOTES				
10/19/2022	Building Official – Any alternative options would make an already nonconforming structure more nonconforming which would have an effect on other ordinances and have effects on the flood zones throughout the Town.				
9/21/2022	Added to Action Items				
ITEM	OPENED	DUE DATE	CLOSED	REQUESTER	ASSIGNED TO
<b>Research potential 140-year celebration events</b>	10/19/2022	12/21/2022		Corey Runte	Town Manager
DATE	DIRECTION/NOTES				
11/16/2022	Added to the December TCW				
10/19/2022	Added to Action Items				
ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
<b>Sixth Ave boat ramp improvements</b>	8/17/2022	12/21/2022		Commissioner Runte	Town Manager/ PW Director
DATE	DIRECTION/NOTES				
11/16/2022	Joyce Barton – Spoke about possible grant options Corey Runte – Research funding options Mayor Hoover – Start with fixing the seawall				
9/21/2022	Discussed under new business agenda item D.				
8/17/2022	Research what the exact issue is with parking that prevents the Town from getting grant money				

## NOVEMBER 2022 ACTION ITEMS

ITEM	OPENED	DUE DATE	CLOSED	REQUESTER	ASSIGNED TO
S.E.A. PROJECT	2/17/2021	12/21/2022		Mayor Hoover	Town Manager
<b>Date</b>	<b>Directions/Notes</b>				
11/16/2022	TM – Next step is the concept drawings and sidewalks Corey Runte – Get a quote from the Town’s secondary civil engineering company				
9/21/2022	Waiting to hear back from BSE				
7/20/2022	TM – The workshop is scheduled for August 24 <sup>th</sup> at 6:30 pm.				
6/15/2022	Town Manager – Spoke with Neal, 2 proposed dates in August, bring final date next month				
5/18/2022	Town Manager – additional parking spots are done, planting in Bicentennial Park was done, new poles along Ocean Ave are in the works. The next big-ticket item is underground retention for stormwater Mayor Hoover – FDOT will be doing their portion of A1A fiscal year 2026. Schedule a public workshop in July.				
04/20/2022	Town will have a tent during Founders Day to discuss the S.E.A. Vision and get feedback from the residents. Waiting on estimates for new Town signs from Fast Signs. Flowers planted at the very north end of Bi-Centennial. Flowers also planted around Ryckman House. Established 4 more spaces for golf cart parking.				
2/16/2022	Town Manager Mascaro has met with the resident volunteer and they are currently working on the plan – she will provide another update again in March. Mayor Hoover suggested researching FDOT funding for Bicentennial Park and making it an entrance to the Town with a more impressive sign.				
1/17/2022	Vision statement was approved. An update will be given at February RTCM.				
12/15/2021	Update at January RTCM with Dix Height information.				
10/20/2021	Discussed during meeting in depth. Update at Nov. RTCM				
9/15/21	Currently working on RFP for gardening services and will present it at next RTCM as an agenda item. TM has not been able to make contact with Susan Hall				
8/18/2021	Added landscaping of Parks to Action item – and discussed RFP for landscaping services				
7/21/2021	Check in with Susan (include VM Barton) and update at August RTCM				
6/16/2021	Commission will no longer pursue FDOT grant but will continue research of other funding and grants.				
4/21/2021	Commission approved increasing payment. Grant will be awarded in June. Update July RTCM				

## NOVEMBER 2022 ACTION ITEMS

3/17/2021	VM Barton researched FDOT landscape grant. Commission approved \$5,000 to begin landscape design process with an architectural designer. Discuss at April TCW and April RTCM.				
2/17/2021	Explore grants, etc. Discuss at TCW on March 3, 2021				
12/2/2020	<i>Mayor Hoover suggested they do the necessary research and reach out to landlords and business owners, starting with the area east of the traffic light on both sides of the road north and south – and then meet again to discuss in February. Plan for workshops with business owners and PNZ involvement</i>				
12/16/2020	<i>Commissioner Walters requested the Town research a better microphone system, including the option of wireless microphones. He feels the sound quality of the current microphones is very poor. Dual timers were also requested by the Commission (we have one and need one more).</i>				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Research Dog Park Options</b>	<b>6/15/2022</b>	<b>12/21/2022</b>		Mayor Hoover	Town Manager
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
7/20/2022	TM – Indialantic just finished their 6 month trial period and so far so good so they will be renewing it.				
6/15/2022	Added to Action Items				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Research the term multi-generational in terms of building code and its use in other municipalities, aka “Granny Suites.”</b>	1/17/2022	12/21/2022		Commission	Town Manager
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
10/19/2022	Town Manager – The Town Attorney is working on the language				
8/17/2022	Town Manager – The proposed language needs to go to Planning and Zoning Board then will come back to the Commission.				

## NOVEMBER 2022 ACTION ITEMS

6/15/2022	Add to old business next month for the proposed language, then to PNZ, then back to the Commission				
5/18/2022	Town Manager – Came from PNZ to define kitchen. Our code prohibits two kitchens. Mayor Hoover requested an agenda item next month to review what in our code would prohibit this				
4/20/2022	Provide definition of multi-generational, how County manages Granny Suites and what other towns and cities are doing to accommodate the return of multi-generational living.				
2/16/2022	Town Attorney and Town Manager will discuss “granny suites” and bring their findings to the next RTCM.				
1/17/2022	The Town Commission directed the Town Manager to research the use of the term multi-generational in relation to “granny suites.”				
7/21/2021	<i>Update at August RTCM</i>				
6/16/2021	<i>PWD will ask FDOT if subcontractor (who is restriping cross walks) can also paint stanchions</i>				
5/19/2021	<i>PWD update at June RTCM</i>				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<i>Investigate options to isolate access to the dunes</i>	11/16/2022	1/18/2022		Mayor Hoover	Town Manager and Tom Davis
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
11/16/2022	Added to Action Items				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTER</b>	<b>ASSIGNED TO</b>
<i>Options and costs for live streaming</i>	9/21/2022	1/18/2022		Joyce Barton	Town Clerk
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
11/16/2022	Town Clerk - contacted other municipalities to see how they stream and what they use and also reaching out to private companies. This item ties into the upgrades to the audio system that was approved, but not done yet to make sure the systems are compatible.				
9/21/2022	Added to Action Items				



## NOVEMBER 2022 ACTION ITEMS

ITEM	OPENED	DUE DATE	CLOSED	REQUESTER	ASSIGNED TO
Research permanent tree lighting (up lighting) along Ocean Ave, nicer street signs & new trash cans	2/16/2022	1/18/2022		Commissioner Walker	Town Manager/Public Works
DATE	DIRECTION/NOTES				
11/16/2022	PW Director – Received the additional signs but not the hardware, looking into solar options Town Manager – Someone spray-painted all of the uplighting lenses brown, public works was able to clean them.				
10/19/2022	PW Director – Additional signs were ordered for the intersection of Ocean and Pine				
9/21/2022	Waiting to meet with Commissioner Walker, can get rid of signs at the Pine and Ocean regarding the school zone – pushed to next month				
8/17/2022	Do a sign survey for the north side of the road and the intersection at Pine				
7/20/2022	PW Director – The in ground light is the best, will proceed with that one.				
6/15/2022	PW Director – 2 Test lights installed, evaluate and come back next month.				
5/18/2022	PW Director will buy two different types of lights to try them out.				
4/20/2022	PW Supervisor investigating up lighting on Ocean Ave in front of Ryckman Park sidewalk. Has decorative street poles for Commission to review for purchase.				
2/16/2022	Added to Action Items - Update in March				
ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
Research Charging Stations	11/20/20	3/15/2022		Simmons	Town Manager/PWD
DATE	DIRECTION/NOTES				
11/16/2022	Town Manager – Received feedback that without a fast charger, a car would have to be there all day				
10/19/2022	Town Manager – Got other quotes which has raised additional questions				

## NOVEMBER 2022 ACTION ITEMS

8/17/2022	Town Manager – having a very hard time getting companies to come out
6/15/2022	Town Manager met with James Moore (NOT associated with the auditors) who has a company that installs charging stations he recommended putting a charging station in a pay-to-park spot. Vice Mayor stated James Moore's company installed a station Grace Lutheran
12/15/2021	TM said new charging companies are coming out and installing their own stations with incentives and it may be a good idea to wait and see what they are. Rapid charge is 3-4 times the cost.
10/20/2021	Commissioner Runte reached out to two vendors he works with update Nov. 2021
9/15/2021	TM does not have an update. Commissioner Runte explained the companies are hard to reach or non-responsive- still working on it. Update next month
8/18/2021	Update at September RTCM
7/21/2021	Update at August RTCM
6/16/2021	Follow up on "Electrify" a company that leases charging stations
5/19/2021	Update at June RTCM
4/21/2021	Town Manager was given a list by Commissioner Runte to evaluate and update again at May RTCM.
1/20/2021	Update again at April RTCM
12/16/2020	<i>Town Manager Mascaro said there is a lot to understand about these charging stations that effect cost and what's included. Update again at January 2021 RTCM.</i>
11/18/2020	<i>Commission advised to keep this item open until the stations are installed</i>
10/21/2020	<i>Commission approved cost to replace breaker box and TM to get vendor contacts from Comm. Runte</i>
8/19/2020	<i>PWS said breaker box must be replaced at cost of \$3,000-\$4,000. Commission asked TM to find install/generic cost for Sept RTCM.</i>
7/15/2020	<i>TM shared that the offer from Tesla no longer available, they cost \$500. TM is looking at other options and will come back in August with information. Commission asked TM to look for similar offers and/or grants as Tesla was offering.</i>
6/17/2020	<i>Electricians scheduled Wed. Parking spot for bikes and two for charging stations. Update July RTCM</i>
3/18/2020	<i>Commission suggested TM get with Tesla to see what they may offer - including getting one at no cost. Tobe discussed again at May TCW.</i>
6/3/2020	<i>Commission asked TM to contact Tesla to see what they have to offer. Update June RTCM.</i>