

**TOWN OF OCEAN RIDGE
TOWN COMMISSION REGULAR MEETING
AGENDA**



**February 3, 2025 at 6:00 PM
Town Hall - Meeting Chambers**

TOWN COMMISSIONERS

Mayor Geoff Pugh
Vice Mayor Steve Coz
Commissioner Carolyn Cassidy
Commissioner David Hutchins
Commissioner Ainar Aijala Jr.

ADMINISTRATION

Town Administrator Lynne Ladner
Town Attorney Christy Goddeau
Town Clerk Kelly Avery
Chief of Police Scott McClure

To join the meeting from your computer, tablet or smartphone.

<https://meet.goto.com/930143117>

You can also dial in using your phone.

Access Code: 930-143-117

United States: +1 (872) 240-3212

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA

PRESENTATIONS & PROCLAMATIONS

1. Proclamation for Laurie Arserault

ANNOUNCEMENTS

2. The meeting schedule for the next month is as follows: Regular Town Commission Meeting on Monday, March 3rd at 6:00 PM; Community Standards on Tuesday, February 4th, at 10:00 am; Planning & Zoning Meeting/Infrastructure Surtax Oversight Committee Meeting on Tuesday, February 18th at 9:00 am; Board of Adjustment Meeting tentatively on Wednesday, February 19th at 9:00 am. All meetings are held in the Commission Chambers at the Town Hall.
3. Town Hall will be closed on Monday, February 17, 2025, in observance of the President's Day Holiday.
4. Residents who wish to sign up to receive important Town notifications and news through Civic Ready should sign up on the Town's website or call Town Hall for assistance.

PUBLIC COMMENT – (3-minute individual limit for items not on the agenda)

APPROVAL OF CONSENT AGENDA (Items that do not require discussion)

5. Adopt Minutes of the January 6, 2025, Regular Town Commission Meeting
6. Approval of the 2nd Annual Garden Club Tour Event
7. Approval of Resolution 2025-03: A Resolution Of The Town Commission Of The Town Of Ocean Ridge, Of Palm Beach County, Florida, Urging The Florida State Legislature To Enact Legislation To Provide A Public Records Exemption For Municipal Clerks And Employees Who Perform Municipal Elections Work Or Have Any Part In Code Enforcement Functions Of A City; And Providing For An Effective Date
8. Approval of survey services project - Phases 2A and 2B
9. Approval of Interlocal Agreement for Local Option Gas Tax
10. Approval of Resolution 2025-05: A Resolution Of The Town Commission Of The Town Of Ocean Ridge, Florida, Amending The Adopted Schedule Of Fees For Various Services; And Providing An Effective Date
11. January EOM Rev & Exp Report

REGULAR AGENDA ITEMS

12. Approval of the contract for the purchase of property located within the town boundaries for the purpose of preservation and conservation.
13. Night Shift Premium for Dispatchers

STAFF & COMMITTEE REPORTS

14. Town Manager
15. Town Attorney
16. Police Chief

TOWN COMMISSIONER COMMENTS

ADJOURNMENT

TOWN OF OCEAN RIDGE

**6450 NORTH OCEAN BOULEVARD
OCEAN RIDGE, FLORIDA 33435**

www.oceanridge.gov
(561) 732-2635 ♦ FAX (561) 737-8359

**LYNNE LADNER
TOWN MANAGER &
FINANCE DIRECTOR**

**KELLY AVERY
TOWN CLERK**



**MAYOR
GEOFF PUGH**

**VICE MAYOR
STEVE COZ**

**COMMISSIONERS
CAROLYN CASSIDY
DAVID HUTCHINS
AINAR AIJALA JR.**

PROCLAMATION HONORING LAURIE ARSERAULT

- WHEREAS,** Laurie Arserault was born in 1965 in Massachusetts; and
- WHEREAS,** Laurie Arserault was one of ten children and was always told by her father “The world is not a trash can. Pick up after yourself.”; and
- WHEREAS,** Laurie Arserault was a nurse for over 40 years and always picked up after patients and would clean up the halls & rooms for safety and cleanliness; and
- WHEREAS,** Laurie Arserault has been married to her husband of 25 years, Salvatore, and has a combination of six children and six grandchildren; and
- WHEREAS,** Laurie Arserault retired from nursing, and after having her grandchildren, decided that she did not want them to live in a “trashcan world.” She decided to start cleaning the beaches in Ocean Ridge; and
- WHEREAS,** Laurie Arserault started bringing bags to the beach and filling them up with an average of three pounds of trash a day, including items such as shoes, toothpaste, plastic pots, bottles, bottle caps, and cigarette butts; and

WHEREAS, Laurie Arserault is known in Ocean Ridge as the “Angel of Beachway” and everyone thanks Laurie when they see her picking up the trash on the beach; and

WHEREAS, Laurie Arserault has been picking up the trash on the beach for the past two years, for six months throughout the year, and has picked up a grand total of almost 540lbs of trash; and

NOW, THEREFORE, I, GEOFF PUGH, Mayor of the Town of Ocean Ridge, Florida, by virtue of the authority vested in me, do hereby congratulate

LAURIE ARSERAULT

ON

FEBRUARY 3, 2025

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Ocean Ridge, Florida to be affixed this 3rd day of February 2025.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

**REGULAR TOWN COMMISSION MEETING MINUTES
JANUARY 6, 2025**

CALL TO ORDER

The meeting was called to order by Mayor Pugh at 6:00 p.m.

ROLL CALL

Town Clerk Avery led the roll call, which was answered by the following:

Mayor Pugh	Present
Vice Mayor Coz	Present
Commissioner Aijala Jr.	Present
Commissioner Cassidy	Present
Commissioner Hutchins	Present

PLEDGE OF ALLEGIANCE

Mayor Pugh led the pledge of allegiance.

ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA

Commissioner Cassidy requested Commissioner Comments. Town Manager Ladner requested to add the AV proposal to her report.

Commissioner Cassidy moved to approve the agenda as amended; seconded by Vice Mayor Coz. Motion carried 5-0. (1:30)

ANNOUNCEMENTS

1. The meeting schedule for the next month is as follows: Regular Town Commission Meeting on Monday, February 3, 2025, at 6:00 PM; Community Standards Hearing on Tuesday, January 7, 2025; Planning & Zoning Meeting on Tuesday, December 17 at 9:00 am; Board of Adjustment Meeting on Wednesday, December 18 at 9:00 am; All meetings are held in the Commission Chambers at the Town Hall.
2. Town Hall will be closed on January 20th in observance of Martin Luther King, Jr. Day holiday.
3. Residents who wish to sign up to receive important Town notifications and news through Civic Ready should sign up on the Town's website or call Town Hall for assistance.

Town Clerk Avery read the announcements into the record.

PUBLIC COMMENT

Mayor Pugh opened the floor for public comment.

The following spoke: Terry Brown and Betty Bingham

Mayor Pugh closed the floor for public comment.

REGULAR TOWN COMMISSION MEETING MINUTES

JANUARY 6, 2025

Mayor Pugh asked everyone to take a moment of silence for former Vice Mayor Lynn Allison's husband, Harvey Sovelove.

APPROVAL OF CONSENT AGENDA

4. Adopt Minutes of the October 21, 2024, Special Town Commission Meeting.
5. Adopt Minutes of the November 4, 2024, Town Commission Regular Meeting
6. Approval of Requests from Star Bright & the Garden Club to use Town Hall for Bingo night, a Meditation and Sound Bowl Session, Holiday Wreath Making and an Aging Gracefully workshop.
7. Review of timeline and scope of project for proposed Countywide Transportation Master Plan RFP.
8. October Revenue and Expenditure Report

Town Manager Ladner requested to add the Budget Amendment and Finance Report to the Consent Agenda.

Commissioner Cassidy moved to approve the Consent Agenda as amended; seconded by Commission Hutchins. Motion carried 5-0. (9:27)

REGULAR AGENDA ITEMS

9. Update on the Water Main Project

Town Engineer Tropepe provided a brief update on the Water Main Project and informed the Commission that the project was complete.

There was a discussion regarding water main construction costs in the future.

Mayor Pugh opened the floor for public comment.

The following spoke: Terry Brown

Mayor Pugh closed the floor for public comment.

STAFF & COMMITTEE REPORTS

10. Town Manager

Town Manager Ladner stated that her report was included in the meeting package. She informed everyone that the new online building portal was live, and training would be available for contractors. She also mentioned that the new website and domain were launched. She stated that she put together a draft RFP using the information provided by Commissioner Aijala for audio-visual for the Commission chambers.

There was a discussion regarding public access to the new building software.

REGULAR TOWN COMMISSION MEETING MINUTES

JANUARY 6, 2025

Town Attorney Goddeau recommended that the Town go out for an RFP for the audio-visual for the Commission chambers.

Terry Brown asked a question about the new permit portal.

There was a consensus to allow the Town Manager to proceed with an RFP for the audio-visual.

Mayor Pugh asked for clarity regarding the amount approved for the dispatchers and Town Manager Ladner answered his question.

There was consensus for Town Clerk Avery to research the budget regarding the additional hour's dollar amount approved for the night shift dispatchers.

11. Town Attorney

Attorney Goddeau had no report.

12. Police Chief

Chief McClure said that his report was included in the meeting package. He mentioned that fraud was on the rise, and bike patrol was reinstated. He thanked the town for their donations for the toy drive. He also informed everyone that the Police Department received a donation from Starbright and requested approval to transfer the donation to the Department of Public Safety Support Group, Inc.

There was a consensus to accept the donation from Starbright for the Department of Public Safety Support Group, Inc.

TOWN COMMISSIONER COMMENTS

Commissioner Cassidy stated that there were multiple complaints regarding construction work on Christmas Eve and suggested that restrictions be placed on construction on Christmas Eve and New Year's Eve. The Commission agreed that this item be brought before the Planning and Zoning.

Commissioner Cassidy also discussed the Ad Hoc Committee that was formed in Gulf Stream that was tasked with the study of "massing" in the Core district of Gulf Stream. After completing their research, this committee ultimately recommended creating an overly for the area in question in which they recommended incentivizing people to build 1-story vs 2-story homes. She suggested that they have the Planning & Zoning Commission review this topic for Ocean Ridge. Planning & Zoning Commission Chair, P. Shields Ferber, provided a response to her suggestion.

ADJOURNMENT

Meeting Adjourned at 6:44 p.m.

REGULAR TOWN COMMISSION MEETING MINUTES

JANUARY 6, 2025

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Town Commission on February 3, 2025.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

DRAFT

Agenda: Monday, February 3, 2025
Memo: Item #6.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Kelly Avery, Town Clerk

Subject: Approval of the 2nd Annual Garden Club Tour Event

Mayor & Commissioners:

The town's facility use policies require the organizations to obtain approval from the commission before the event if they intend to collect donations or charge a fee for the event. The Garden Club will be hosting their 2nd Annual Garden Tour in early March where they will be offering garden tours and will be charging a fee. The tours will have scheduled times. The tours do not require any work or assistance from town staff and are solely a part of the event. Staff recommend approving the request from the Garden Club allowing them to charge a fee associated with the tours at their March event.

Staff recommends approval of the Garden Club's request for the Garden Tour event.

Suggested Motion: I move to approve the Garden Club's request for the Garden Tour event.

Respectfully,
Kelly Avery, Town Clerk



Secret Gardens *by the Sea*

Sunday, March 16, 2025

10 a.m – 3 p.m.

Please join us for a wonderful day touring multiple beautiful coastal gardens in Ocean Ridge.
Tour includes a multi-vendor boutique and a buffet luncheon at The Ocean Club of Florida.

Email questions to info@oceanridgegardenclub.org

Tickets: \$100

Limited availability.

Tickets can be purchased online at **OceanRidgeGardenClub.org** or by mail.

Please make checks payable to "Ocean Ridge Garden Club" and mail with the form below to:

Ocean Ridge Garden Club, 35 Hersey Drive, Ocean Ridge, FL 33435.

Check in and prepaid tickets will be available for pick up on the day of the tour at:
Ocean Ridge Town Hall, 6450 N Ocean Blvd., Ocean Ridge starting at 10:00 a.m.

The tour map will also be distributed at that time.

Rain or shine – Tickets are non-refundable.

Carpooling encouraged.



ORGC "Secret Gardens by the Sea" 2025 Ticket Order Form

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

Email _____

of Tickets _____ Amount Paid _____

Please include a list of guests' names with your check.

Net proceeds from the 2025 Garden Tour support the civic, charitable and educational programs of the Ocean Ridge Garden Club, a 501c(3) organization.

Agenda: Monday, February 3, 2025
Memo: Item #7.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Kelly Avery, Town Clerk

Subject: Approval of Resolution 2025-03: A Resolution Of The Town Commission Of The Town Of Ocean Ridge, Of Palm Beach County, Florida, Urging The Florida State Legislature To Enact Legislation To Provide A Public Records Exemption For Municipal Clerks And Employees Who Perform Municipal Elections Work Or Have Any Part In Code Enforcement Functions Of A City; And Providing For An Effective Date

Commissioners -

Many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings related to neglect or abuse, or other activities that could lead to a criminal prosecution are exposed to threats and other acts of violence.

Municipal clerks often administer elections. Some election workers have been targeted for threats and violence due to the nature of materials they are responsible for. Further, clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances. Occasionally, these proceedings have led to retaliation and threats by defendants.

There are currently 27 public records exemptions in Florida. Of these exemptions, eight are for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken. Municipal clerks and their respective staffs fall within the window for greater protection.

Staff recommends approval of Resolution 2025-03 as presented.

Suggested Motion: I move to approve Resolution 2025-03 as presented.

Respectfully,
Kelly Avery, Town Clerk

Resolution No. 2025-03

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, OF PALM BEACH COUNTY, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

WHEREAS, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for

WHEREAS, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

WHEREAS, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staffs fall within the need for a window for greater protection; and

WHEREAS, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

WHEREAS, the **Town of Ocean Ridge** has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA AS FOLLOWS:

(1). The Town Commission of the Town of Ocean Ridge hereby adopts the recitals set forth in this Resolution (whereas clauses) as the legislative findings of the Town Commission.

(2). The Mayor and Town Commission of the Town of Ocean Ridge, Florida, hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

(3). The Town Clerk is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis, Senator Lori Berman and Representative Joe Casello, the Palm Beach County League of Cities, and the Florida League of Cities (FLC).

(4). This Resolution shall take effect immediately upon its adoption.

Commissioner _____ offered the foregoing resolution. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
GEOFF PUGH, MAYOR	☐	☐	☐
STEVE COZ, VICE MAYOR	☐	☐	☐
CAROLYN CASSIDY, COMMISSIONER		☐	☐
DAVID HUTCHINS, COMMISSIONER	☐	☐	☐
AINAR AIJALA JR., COMMISSIONER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this
____ day of _____, 2025.

Town of Ocean Ridge, Florida

Attest:

Kelly Avery, Town Clerk

By: _____

Geoff Pugh, Mayor

Approved as to form and legal sufficiency.

Christy Goddeau, Town Attorney

Agenda: Monday, February 3, 2025
Memo: Item #8.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Lynne Ladner, Town Manager

Subject: Approval of survey services project - Phases 2A and 2B

Commissioner Cassidy, the Town Engineer and I have been working over the past couple of months fine-tuning the water system improvement CIP in preparation for the town to submit a request for legislative appropriations with the help of our lobbyist. The application needs to have the survey and preliminary drawings completed to include in the packet. In order to meet the deadline for the appropriation it was necessary to approve the survey services proposal between the January and February meetings. I am now asking the commission to ratify the proposal authorization.

Suggested Motion:

Respectfully,
Lynne Ladner, Town Manager

December 2, 2024

Revised January 13, 2025

Lynne Ladner
Town Manager
Town of Ocean Ridge
6450 N. Ocean Blvd
Ocean Ridge, FL 33435
(Via email: lladner@oceanridgeflorida.com)

**Re: Professional Surveying Services
Ocean Ridge Watermain Capital Plan
Phases 2A & 2B North Ocean Blvd
Ocean Ridge, Florida
Engenuity Group Project No. 00020.67**

Dear Ms. Ladner:

We are pleased to offer this proposal to render professional surveying services in connection with Ocean Ridge Watermain Capital Plan (hereinafter called the 'Project').

Engenuity Group, Inc. will prepare Topographic & Tree Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, of a route along North Ocean Blvd (S.R.A1A) from E Ocean Ave thence North to Inlet Cay Drive which is approximately 5,135 linear feet. This phase two segment is further broken down into phases 2A and 2B. Both are shown on the attached graphic highlighted in **orange** and **blue**. Each segment is approximately 1,200 linear feet each.

See the attached **Designated Scope of Services** for a specific list of items to be included on the survey.

**(Orange Area) 2A Survey Fee: \$6,982.00
(Blue Area) 2B Survey Fee: \$6,982.00**

SUE Services

Engenuity Group, Inc. will provide services with due diligence and in a manner consistent with the standards of the subsurface utility locating industry.

Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, and or located.

Our work to collect as-built drawings and related data from utility companies is crucial for the Project's accuracy and completion. These documents are vital for a thorough representation of subsurface utilities. However, utility companies may not

always respond as promptly as we'd like, which could lead to delays. While we strive to minimize these delays and maintain communication with these companies, their response times and the completeness of their data are beyond our control.

The horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR) within the site outlined in **orange** and **blue** on the attached graphic. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control.

- Utility locations are provided for design purposes only in an attempt to prevent or reduce the likelihood of damage during excavation.
- Areas to be surveyed with GPR must be level, and free of obstructions.
- Use of this service does not relieve interested parties from their responsibility to make required notifications prior to excavation.
- Results are dependent upon field conditions at the time of locating services.

(Orange Area) 2A SUE Fee: \$6,419.50

(Blue Area) 2B SUE Fee: \$6,419.50

Total Fee: \$26,803.00

Technical Limitations of Methods of Locating Subsurface Utilities:

Ground Penetrating Radar (GPR) is a non-destructive geophysical method that uses radar pulses to image the subsurface. This technique uses electromagnetic radiation in the microwave band of the radio spectrum, and detects the reflected signals from subsurface structures. The working principle of GPR involves emitting a high-frequency radio wave into the ground and observing the reflected signals. The radar antenna emits the signal into the ground, and when the signal hits a boundary with different dielectric constants, the signal is reflected back to the antenna. The time it takes for the reflection to arrive back at the receiver is proportional to the depth of the object causing the reflection. The reflected signals are recorded by the system and then processed to create a subsurface profile. The resulting profile can be interpreted to understand the subsurface conditions, including the presence of buried objects or changes in material properties. Despite its extensive utility in geology, archaeology, surveying, and engineering, GPR does have some technical limitations. Understanding these limitations is critical. Soil and Material Properties: One of the primary limitations of GPR is the sensitivity to material properties. Conductive materials such as clay, salty water, or certain types of minerals can absorb and attenuate the radar signal, reducing the depth of penetration. Non-metallic materials and utilities may not reflect signals as strongly as metallic materials and utilities. Similarly, heterogeneous materials or conditions can cause signal scattering, which may complicate the interpretation of the results. Penetration Depth: While GPR can be incredibly useful for shallow investigations, the depth of penetration is limited. The penetration depth is determined by the frequency of the radar wave, with lower frequencies penetrating deeper but providing less resolution, and higher frequencies offering higher resolution but shallower penetration. Differentiation

Between Similar Materials: GPR may struggle to differentiate between objects or layers of similar dielectric constants. This can lead to difficulties in distinguishing between different layers or objects within the subsurface, potentially causing inaccurate interpretations. Small Objects: GPR has limitations when detecting small objects. The minimum size of detectable objects is approximately equal to the wavelength of the radar wave, which means higher frequency (and thus, shorter wavelength) systems are required for detecting small objects, sacrificing depth penetration. Surface and Subsurface Conditions: Surface conditions such as rough terrain or vegetation can negatively impact GPR data quality. Similarly, certain subsurface conditions like soil moisture, temperature, and the presence of metallic objects can cause signal distortion or absorption.

Electromagnetic Induction (EMI) systems are a common method for locating buried utilities due to their non-invasive nature and potential for high accuracy. EMI systems work by transmitting an electromagnetic field into the ground using a coil. When this field interacts with a buried utility, it induces electric currents within the utility, generating a secondary magnetic field. The EMI system's receiver detects this secondary field, and the difference between the primary and secondary fields is analyzed to determine the presence and approximate location of the utility. Depth limitation: The depth at which an EMI system can detect underground utilities is largely dependent on the frequency of the electromagnetic wave used. High-frequency signals can yield detailed information about shallow subsurface features but do not penetrate deeply into the ground. Conversely, low-frequency signals can reach greater depths but offer less precision. Soil conditions: Soil conditions can greatly affect the accuracy of an EMI system. For example, high moisture content or high conductivity soils can interfere with the magnetic field, making it difficult to accurately locate utilities. Similarly, rocky or sandy soils can scatter the magnetic field, leading to inaccuracies. Interference: When multiple utilities are present in the same location, the signals from each utility can interfere with each other, leading to inaccuracies. This is especially true when the utilities are close together, such as in congested urban areas. Non-conductive utilities: EMI systems are primarily designed to detect conductive utilities, such as metal pipes or cables. Non-conductive utilities, such as plastic pipes, may not be detectable by an EMI system.

The final deliverable will be an electronically signed and sealed copy of the Topographic/Tree Survey with accompanying AutoCAD file, which can be provided within forty (40) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

Sincerely,



Jennifer Malin, P.S.M.
Director of Surveying

Approved by,



Andre Rayman, P.S.M.
President

Authorization: Professional Surveying Services
Ocean Ridge Watermain Capital Plan
Ocean Ridge, Florida
Engenuity Group Project No. 00020.67

By: Lynne Ladner, Town Manager
(Name & Title)

Date: 1/23/25

For: Town of Ocean Ridge
(Name of Company)

Contract Amount: \$26,803.00

I am ☒ I am not ☐ The Owner of the Property

The Property Owner Is: _____

Address: _____

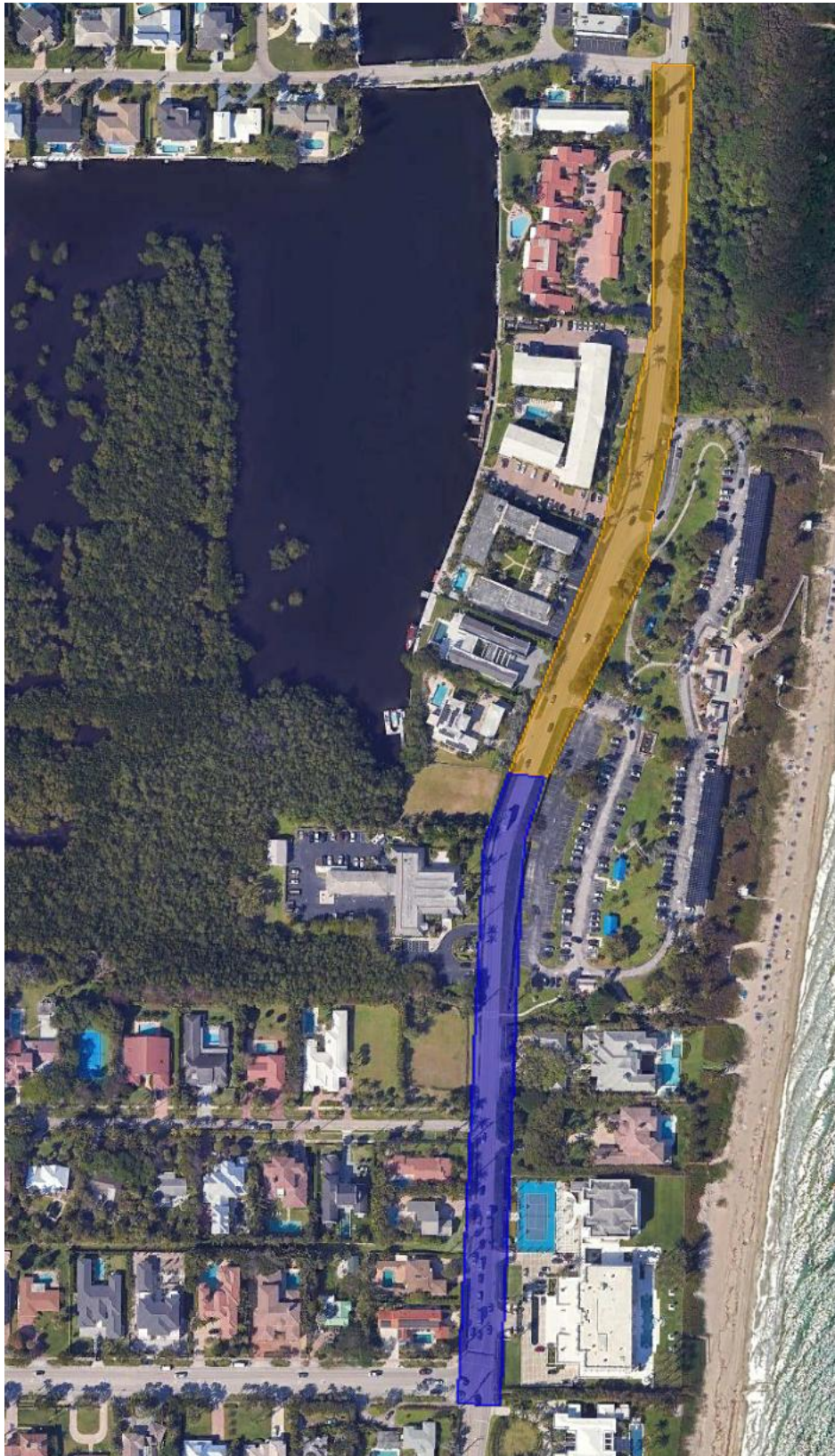
Telephone: _____

Fax: _____

DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC/TREE SURVEY
NAME: OCEAN RIDGE WATERMAIN CAPITAL PLAN
ENGENUITY PROJECT NO. 00020.67 DATE: 1/13/2025

TASK:	Included in Contract (Yes/No)
Topographical Survey	
Minimum of two permanent benchmarks per every 500' on site; description and elevation to nearest .01'.	Yes
Contours at 1-foot intervals; error shall not exceed one half contour interval.	No
Spot elevation at each intersection of a 50-foot square grid covering the property.	Yes
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	Yes
Topographic data will be obtained at 100-foot intervals of the road from right-of-way to right-of-way plus five feet.	Yes
Plotted location of structures, man-made (e.g., paved areas) and natural features.	Yes
Location of water mains, and other utilities on the property based on as-built information supplied by utility companies.	Yes
Location of fire hydrants available to the property.	Yes
Location and characteristics of power and communications systems above grade.	Yes
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	Yes
Name of the operating authority of each utility.	No
Elevation of water in any excavation, well or nearby body of water.	No
Extent of watershed onto the property.	No
Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.	Yes
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	No
Perimeter outline only of thickly wooded areas unless otherwise directed.	Yes
Confirm soil boring location(s).	No
SUE Services included in the scope	Yes
Scale of drawing is typically 1"=20' but will be determined by Engenuity Group, Inc. unless the client specifies a scale they would like the drawing at.	
Other (specify):	
1. Datum will be National American Vertical Datum 1988 (NAVD 88)	
2. SUE Services are included in the services	

Graphic



Agenda: Monday, February 3, 2025
Memo: Item #9.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Lynne Ladner, Town Manager

Subject: Approval of Interlocal Agreement for Local Option Gas Tax

We were recently notified by Richard Radcliffe of the PBC League of Cities with the following: "The 6 cent per gallon local option gasoline tax (LOGT) is set to expire in August of 2025. We don't want to lose the revenue source (albeit diminishing) like Miami whose hiatus cost them millions. In order to continue the LOGT with the 66.6% County and 33.3% municipality split we need to get a majority (51%) of the cities representing the municipal population to agree to the split. This needs to be done through an Inter-local agreement with the county. Attached is a template (with Exhibits) that needs to be passed by each municipality. We will follow the same procedure we did thirty years ago and act as the receptacle to collect and calibrate the agreements that we will then present to the county."

Attached is the interlocal agreement for approval.

Staff Recommends approval of the interlocal agreement

Suggested Motion:

Respectfully,
Lynne Ladner, Town Manager

INTERLOCAL AGREEMENT TO REDETERMINE, RE-ADOPT AND RATIFY EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL TAX

THIS INTERLOCAL AGREEMENT is dated, made, and entered into on this ____ day of _____ 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and Town of Ocean Ridge, a municipal corporation located in Palm Beach County, Florida, and organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the MUNICIPALITY.

WITNESSETH:

WHEREAS, Section 336.025(1)(a), *Florida Statutes* (STATUTE) authorizes a one (1), two (2), three (3), four (4), five (5), and/or six (6) cent local option fuel tax to be levied upon the sale of every gallon of motor fuel and special fuel within the COUNTY; and

WHEREAS, pursuant to the STATUTE, in 1995, the COUNTY re-levied the six (6) cent local option fuel tax (TAX) for a 30 year term, as provided in County Code Chapter 17, Article I, Section 17-3 (1995 ORDINANCE). Pursuant to the STATUTE and prior to enacting the 1995 ORDINANCE, the COUNTY established by interlocal agreement with various municipalities representing a majority of the population of the incorporated area within the COUNTY, the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY (collectively, 1995 INTERLOCAL AGREEMENT); and

WHEREAS, the 1995 ORDINANCE and the 1995 INTERLOCAL AGREEMENT will, by their own terms and in accordance with the STATUTE, terminate on August 31, 2025; and

WHEREAS, the COUNTY desires to once again re-levy and re-impose the TAX for a new 30 year term pursuant to the STATUTE, and enter into this Interlocal Agreement to redetermine the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY; and

WHEREAS, representatives of the COUNTY and the various municipalities, utilizing the Palm Beach County League of Cities, Inc., (LEAGUE) have met and negotiated mutually acceptable terms and conditions for this Interlocal Agreement, which terms are set forth herein; and

WHEREAS, once effective, this Interlocal Agreement re-adopts and ratifies the distribution formula currently in effect for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY,.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the COUNTY and the MUNICIPALITY hereto covenant and agree to enter into this Interlocal Agreement as follows:

Section 1: This Interlocal Agreement is entered into with the specific contemplation that the Board of County Commissioners of Palm Beach County (BCC) will enact an appropriate ordinance to relevy the TAX to be effective September 1, 2025 (2025 ORDINANCE). In the event the BCC fails or refuses to enact the 2025 ORDINANCE to relevy the TAX, this Interlocal Agreement shall be null and void.

Section 2: The term of this Interlocal Agreement shall be for the same duration as the 2025 ORDINANCE relevying the TAX. Upon the expiration of the levy of the TAX, as provided in the 2025 ORDINANCE , this Interlocal Agreement shall terminate; except that if the BCC reimposes the TAX again as provided in the STATUTE, then this Interlocal Agreement may be renewed as provided for in the STATUTE.

Section 3:

A. All proceeds of the TAX collected pursuant to Section 336.025(1)(a), *Florida Statutes* shall be divided between the COUNTY and the municipalities, as follows (DISTRIBUTION FORMULA):

1. The COUNTY shall receive 66.5648 percent of the TAX collected.
2. The municipalities collectively shall receive 33.4352 percent of the TAX collected (TOTAL MUNICIPAL SHARE).

B. All money shall be collected and distributed to the respective parties as provided in Section 336.025(2), *Florida Statutes*.

C. The MUNICIPALITY (and all other municipalities eligible to participate in the distribution of the proceeds of the TAX) shall receive a pro rata share of the TOTAL MUNICIPAL SHARE pursuant to a formula (MUNICIPAL SHARE FORMULA) that is based

seventy percent (70%) on lane miles located within the MUNICIPALITY (and for all other municipalities eligible to participate in the distribution of the proceeds of the TAX) for which the MUNICIPALITY (or the other eligible municipalities) is responsible for maintenance, and thirty percent (30%) on the population of the MUNICIPALITY (or the other eligible municipalities) based upon the most recent University of Florida Population Estimate. The MUNICIPAL SHARE FORMULA is:

(30% x (Municipality's population/sum of all of Municipalities' population)) + (70% x (Municipality's lane miles/sum of all of Municipalities' lane miles)) = Municipality's Pro Rata Share.

Exhibit A attached hereto and incorporated herein by reference identifies each eligible municipality's pro rata share of the TOTAL MUNICIPAL SHARE. The calculation(s) of the MUNICIPAL SHARE FORMULA may be amended not more than once annually by the Palm Beach County League of Cities, Inc., by the preparation of a new Exhibit A on behalf of the municipalities and based upon changes in the MUNICIPAL SHARE FORMULA and submitting the new Exhibit A to the COUNTY Administrator no later than June 1 of any year. The COUNTY Administrator shall then transmit the new Exhibit A to the Florida Department of Revenue.

D. In the event that a new municipality is incorporated in the COUNTY, the new municipality's share of the TAX shall be provided from the share formerly allocated to the COUNTY and the TOTAL MUNICIPAL SHARE, as set forth below.

1. In the first full fiscal year following incorporation, the new municipality will receive a share based solely on its population, as opposed to the MUNICIPAL SHARE FORMULA that considers lane miles and population, as set forth in Section 3C above. The new municipality's share shall be determined pursuant to **Exhibit B** attached hereto which shows an example of the calculations for a hypothetical new municipality with a population of 40,000.

- a. The combined COUNTY and collective municipalities contributions shall equal one hundred percent (100%) of the new municipality's share.

- b. Section 3C above shall continue to apply as the MUNICIPAL SHARE FORMULA for the remaining municipalities after their contribution to the new

municipality's share as set forth in Section 3 D1 above.

2. In the subsequent fiscal years after the first full fiscal year following incorporation of the new municipality:

a. The percentage allocated to the COUNTY in the DISTRIBUTION FORMULA in Section 3A above, as may be amended, shall be reduced by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1, above.

b. Likewise, the TOTAL MUNICIPAL SHARE, including the new municipality, in Section 3A above, as may be amended, shall be increased by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1 above.

c. Section 3C below shall apply to the new municipality in all annual distributions in the years after the first full fiscal year following incorporation of the new municipality.

E. In the event an existing municipality in the COUNTY is dissolved, the former municipality's share of the TAX shall be distributed to the COUNTY and to the remaining collective municipalities by applying in reverse the process set forth in Section 3D, above.

F. In the event of proposed legislation which would either create or dissolve a municipality in the COUNTY, the COUNTY and the subject municipality agree that the COUNTY Legislative Delegation and the Florida Legislature (and Governor, if deemed necessary) be made aware of this Interlocal Agreement and appropriately incorporate its provisions into such proposed legislation. The subject municipality may accomplish this by supporting the LEAGUE, as the organization that is in place to convey municipal consensus on legislative matters.

Section 4: This Interlocal Agreement between the COUNTY and the MUNICIPALITY is one of several identical interlocal agreements between the COUNTY and other municipalities providing the same terms for the distribution of the proceeds of the TAX. As such, this Interlocal Agreement along with all other identical interlocal agreements may be executed in multiple counterparts, each of which shall be deemed an original, but all of which combined shall constitute one in the same Interlocal Agreement for purposes of Section 336.025 *Florida Statutes*. The Interlocal Agreement between the COUNTY and the MUNICIPALITY, along

with the identical interlocal agreements executed by other municipalities in the COUNTY represent a majority of the incorporated population of the COUNTY.

Section 5: The COUNTY and the MUNICIPALITY agree to meet every two (2) years to evaluate the method of distribution of the TAX revenues as required by Section 336.025(1)(d), *Florida Statutes*. The MUNICIPALITY and all other municipalities that have executed an identical interlocal agreement shall be collectively represented at said meeting by the Palm Beach County League of Cities, Inc. The COUNTY shall be represented at said meeting by representatives selected by the COUNTY Administrator's Office. The MUNICIPALITY or the COUNTY may call for said meeting by providing thirty (30) days' notice to the other as set forth in Section 12 below.

Section 6: Nothing in this Interlocal Agreement shall preclude either the COUNTY or the MUNICIPALITY from litigating against the other on matters completely unrelated to and not contemplated by this Interlocal Agreement.

Section 7: This Interlocal Agreement shall take effect only upon execution by both the COUNTY, and the MUNICIPALITY along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY. In the event that either the COUNTY fails or refuses to execute this Interlocal Agreement, or fails or refuses to adopt the 2025 ORDINANCE, as more fully described in Section 1 above, or in the event that those municipalities representing a majority of the population of the incorporated areas of the COUNTY fail to execute this Interlocal Agreement, then this Interlocal Agreement shall be null and void and the parties hereto shall have no further rights or responsibilities hereunder.

Section 8: The invalidity of any portion, article, paragraph, provision, clause or any part thereof of this Interlocal Agreement shall have no effect upon the validity of any other part of this Interlocal Agreement.

Section 9: To the extent allowed by law, the venue for any action arising from this Interlocal Agreement shall be in Palm Beach County, Florida.

Section 10: This Interlocal Agreement shall be governed by and in accordance with the laws of the State of Florida.

Section 11: Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this Interlocal Agreement shall be borne by the respective parties.

Section 12: Any notice required under the provisions of this Interlocal Agreement shall be in writing and shall be delivered by hand or by certified or registered mail, return receipt requested, to:

For the COUNTY:

Palm Beach County
Board of County Commissioners
301 North Olive Avenue
West Palm Beach, Florida 33401

With a copy to:

Palm Beach County
County Attorney
301 North Olive Avenue
West Palm Beach, Florida 33401

For the MUNICIPALITY:

Palm Beach County League of Cities, Inc.
301 North Olive Avenue, 10th Floor
P.O. Box 1989 – Government Center
West Palm Beach, Florida 33402
Attention: Executive Director

With a copy to:

Davis & Associates, P.A.
Attorneys for the Palm Beach County League of Cities, Inc.
701 Northpoint Parkway, Suite 205
West Palm Beach, Florida 33407
Attention: General Counsel

The LEAGUE, upon receipt of any notice proved for herein, shall provide like notice to each municipality that is a party to this Interlocal Agreement and all other identical interlocal agreements. Notice by certified or registered mail, return receipt requested, shall be deemed effective on the date that such notice is deposited with a United States Post Office.

Section 13: The COUNTY and the MUNICIPALITY expressly agree that time is of the essence in this Interlocal Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 14: The parties hereto expressly covenant and agree that in the event either party is in

default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Interlocal Agreement or as may otherwise exist in law or equity.

Section 15: The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Interlocal Agreement, and in furtherance thereof may demand and obtain records and testimony from the parties and, any, if applicable, subcontractors and lower tier subcontractors. The parties understand and agree that in addition to all other remedies and consequences provided by law, failure of a party or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Interlocal Agreement. Failure to cooperate with the Inspector General, or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and may be punished pursuant to Section 125.69, *Florida Statutes*, in the same manner as a second degree misdemeanor.

Section 16: In accordance with Sec. 119.0701, *Florida Statutes*, the parties to this Interlocal Agreement must keep and maintain this Interlocal Agreement and any other records associated therewith. Upon request by either party's custodian of public records, the non-requesting party must provide the requesting party with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Failure to do so may subject the non-requesting party to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, the parties shall ensure that any exempt or confidential records associated with this Interlocal Agreement are not disclosed except as authorized by law for the duration of the Interlocal Agreement term.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, PLEASE CONTACT THE RECORDS CUSTODIAN FOR THE OTHER PARTY IN ACCORDANCE WITH PARAGRAPH 13 ABOVE.

Section 17: The parties agree that this Interlocal Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

None of the provisions, terms, or conditions contained in this Interlocal Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the COUNTY, the MUNICIPALITY, along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the day set forth above.

ATTEST:

(NAME OF MUNICIPALITY)

By: _____
Municipal Clerk

By: _____
Mayor

(SEAL)

ATTEST:

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COMMISSIONERS

By: _____
County Clerk

By: _____
Mayor

(SEAL)

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
County Engineer

Exhibit A
APPLICATION OF MUNICIPAL SHARE FORMULA
33.4352% (TOTAL MUNICIPAL SHARE)
6 Cent Gas Tax

City	Street Lane Miles	Alley Lane Miles	Total Municipal Lane Miles	Percent of Municipal Lane Miles	2023 BEBR Population	Percent of Municipal Population	Weighted Distribution of 70% Lane Miles and 30% Population (MUNICIPAL SHARE FORMULA)	Pro Rata Share of TOTAL MUNICIPAL SHARE
				Value "A"		Value "B"	Value "C"	Value "D"
Atlantis	26.800	0.000	26.800	0.699%	2,147	0.249%	0.56395%	0.18856%
Belle Glade	106.999	0.000	106.999	2.790%	17,286	2.006%	2.55498%	0.85426%
Boca Raton	480.522	0.000	480.522	12.530%	100,491	11.664%	12.27022%	4.10257%
Boynton Beach	244.312	2.142	246.454	6.427%	82,208	9.542%	7.36110%	2.46120%
Briny Breezes	0.528	0.000	0.528	0.014%	500	0.058%	0.02705%	0.00904%
Cloud Lake	1.599	0.000	1.599	0.042%	140	0.016%	0.03406%	0.01139%
Delray Beach	298.454	14.251	312.705	8.154%	67,213	7.801%	8.04826%	2.69095%
Glen Ridge	3.496	0.000	3.496	0.091%	215	0.025%	0.07130%	0.02384%
Golf	10.555	0.000	10.555	0.275%	281	0.033%	0.20245%	0.06769%
Greenacres	49.264	0.000	49.264	1.285%	45,476	5.278%	2.48272%	0.83010%
Gulf Stream	8.882	0.000	8.882	0.232%	959	0.111%	0.19552%	0.06537%
Haverhill	14.447	0.000	14.447	0.377%	2,193	0.255%	0.34007%	0.11370%
Highland Beach	2.516	0.000	2.516	0.066%	4,303	0.499%	0.19576%	0.06545%
Hypoluxo	0.000	0.000	0.000	0.000%	2,687	0.312%	0.09356%	0.03128%
Juno Beach	10.166	0.157	10.323	0.269%	3,883	0.451%	0.32364%	0.10821%
Jupiter	308.473	2.155	310.628	8.100%	61,333	7.119%	7.80560%	2.60982%
Jupiter Inlet Colony	5.455	0.000	5.455	0.142%	400	0.046%	0.11350%	0.03795%
Lake Clarke Shores	25.658	0.000	25.658	0.669%	3,556	0.413%	0.59216%	0.19799%
Lake Park	60.089	1.231	61.320	1.599%	9,025	1.048%	1.43354%	0.47931%
Lake Worth Beach	205.897	0.500	206.397	5.382%	43,432	5.041%	5.27973%	1.76529%
Lantana	63.141	4.052	67.193	1.752%	12,244	1.421%	1.65283%	0.55263%
Loxahatchee Groves	109.934	0.000	109.934	2.867%	3,373	0.391%	2.12410%	0.71020%
Manalapan	4.896	0.000	4.896	0.128%	420	0.049%	0.10399%	0.03477%
Mangonia Park	16.637	0.000	16.637	0.434%	2,369	0.275%	0.38617%	0.12912%
North Palm Beach	58.853	4.532	63.385	1.653%	13,145	1.526%	1.61470%	0.53988%
Ocean Ridge	13.260	0.000	13.260	0.346%	1,830	0.212%	0.30576%	0.10223%
Pahokee	43.880	0.249	44.129	1.151%	5,607	0.651%	1.00073%	0.33460%
Palm Beach	84.546	1.324	85.870	2.239%	9,207	1.069%	1.88800%	0.63125%
Palm Beach Gardens	151.491	4.628	156.119	4.071%	61,517	7.140%	4.99173%	1.66899%
Palm Beach Shores	9.833	0.000	9.833	0.256%	1,309	0.152%	0.22506%	0.07525%
Palm Springs	77.160	0.000	77.160	2.012%	27,167	3.153%	2.35439%	0.78719%
Riviera Beach	162.863	0.505	163.368	4.260%	38,795	4.503%	4.33285%	1.44870%
Royal Palm Beach	152.059	0.000	152.059	3.965%	40,299	4.677%	4.17880%	1.39719%
South Bay	25.240	0.000	25.240	0.658%	4,958	0.575%	0.63335%	0.21176%
South Palm Beach	0.000	0.000	0.000	0.000%	1,469	0.171%	0.05115%	0.01710%
Tequesta	44.689	0.189	44.878	1.170%	6,179	0.717%	1.03432%	0.34583%
Wellington	382.394	0.000	382.394	9.971%	61,788	7.172%	9.13141%	3.05310%
West Palm Beach	503.170	30.870	534.040	13.926%	122,157	14.179%	14.00151%	4.68143%
TOTAL	3768.158	66.785	3834.943	100%	861,561	100%	100%	33.4352%

** Westlake is not eligible to receive local option gas tax revenue distributions; those totals are not incuded in this summary

Calculation Legend:
Value "A" = Individual municipality's percentage of total municipal lane miles
Value "B" = Individual municipality's percentage of total municipal population
Value "C" = 70% of Value "A" + 30% of Value "B"
Value "D" = Value "C" x 33.4352 Municipal Split

Exhibit B

Example for a hypothetical new municipality with a population of 40,000

2024 Distribution Formula:

County Share	66.5648%
Municipalities' <u>TOTAL MUNICIPAL SHARE</u>	33.4352%

2024 Total Municipal Population = 861,561

New Municipality's 1st full fiscal year share is based solely on the percentage of its population:

$$40,000/861,561 = 4.643\%$$

New Municipality's Pro Rata Share of the TOTAL MUNICIPAL SHARE:

$$4.643\% \times 33.4352\% = 1.552\%$$

Calculation for the Change in the County Share:

$$1.552\% \times 66.5648\% = 1.0333\%$$

Resulting in the Updated County Share:

$$66.5648\% - 1.0333\% = \underline{65.5315\%}$$

And the Updated TOTAL MUNICIPAL SHARE:

$$33.4352\% + 1.0333\% = \underline{34.4685\%}$$

Agenda: Monday, February 3, 2025
Memo: Item #10.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Lynne Ladner, Town Manager

**Subject: Approval of Resolution 2025-05:A Resolution Of The Town
Commission Of The Town Of Ocean Ridge, Florida, Amending The
Adopted Schedule Of Fees For Various Services; And Providing An
Effective Date**

From time to time it becomes necessary for the commission to review the fee schedule and ensure that it aligns with the costs associated with the action/item. Clerk Avery and I have reviewed the fee schedule and will be bring some items to the Planning and Zoning for their input at the February meeting. Under the heading of of Town Clerk we are recommending the following updates or additions to the schedule:

DESCRIPTION	CURRENT FEE	AMMEN
<u>TOWN CLERK</u>		
LIEN SEARCH	\$30.00	\$100.00
ROOM SETUP BY TOWN STAFF, MANDATORY	\$25.00	\$75.00
ROOM TEAR DOWN BY TOWN STAFF, MANDATORY	\$25.00	\$75.00
EMAIL EXTRACTION OR OTHER I/T SEARCHES PER HOUR	\$105.00	CONTRACT
ZONING VERIFICATION LETTER	NOT ON SCH	CONTRA

The recommendations are based upon review of fee schedules from Gulf Stream, Manalapan, Highland Beach, Tequesta, and Lake Worth Beach.

The recommendations to require room setup and teardown with a mandatory fee comes from the town encountering recurring situations in which groups reserve the community room and or commission chambers without setup and teardown by the town and then end up requiring town staff to assist them, leave the room with the intent to return the next day, requiring staff to teardown the room set up from the event as the town has meetings scheduled in the room, etc.

Staff recommends...adopting the updated/new fees under the Town Clerk fee schedule

Suggested Motion: I move to...approve adoption of the new and updated fees under the Town Clerk fee schedule.

Respectfully,
Lynne Ladner, Town Manager

RESOLUTION NO. 2025-05

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF OCEAN RIDGE, FLORIDA, AMENDING THE
ADOPTED SCHEDULE OF FEES FOR VARIOUS
SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to requests from Town staff, the Town Commission has determined there is a need to amend the adopted Schedule of Fees, attached hereto and incorporated herein as “Exhibit A” as it relates to fees charged by the Town of Ocean Ridge; and

WHEREAS, Section 2-237 of the Code of Ordinances of the Town of Ocean Ridge authorizes the Town Commission, from time to time, to amend or establish, by Resolution, a Schedule of Fees for fees, costs and fines to be charged by the Town; and,

WHEREAS, the Town Commission has determined that amending the adopted Schedule of Fees as set forth herein serves a valid public purpose.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE
TOWN OF OCEAN RIDGE, FLORIDA, AS FOLLOWS:**

Section 1. The Town Commission of the Town of Ocean Ridge, Florida hereby adopts the Schedule of Fees as set forth in Exhibit A attached hereto and incorporated herein by reference. The Town Clerk is directed to add and/or amend these fees to the Schedule of Fees on file in the Clerk’s Office.

Section 2. That all resolutions or parts of resolution in conflict herewith are repealed to the extent of such conflict.

Section 3. This Resolution shall be effective upon adoption.

_____ offered the foregoing resolution.
_____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
GEOFF PUGH, MAYOR	☐	☐	☐
STEVE COZ, VICE MAYOR	☐	☐	☐
CAROLYN CASSIDY, COMMISSIONER	☐	☐	☐
DAVID HUTCHINS, COMMISSIONER	☐	☐	☐
AINAR AIJALA JR., COMMISSIONER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2024.

TOWN OF OCEAN RIDGE, FLORIDA

BY: _____
 Geoff Pugh, Mayor

ATTEST:

BY: _____
 Kelly Avery, Town Clerk

APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY

BY: _____
 Christy Goddeau, Town Attorney

DESCRIPTION	CURRENT FEE	AMMENDED FEE	CODE SECTION
<u>TOWN CLERK</u>			
LIEN SEARCH	\$30.00	\$100.00	
ROOM SETUP BY TOWN STAFF, MANDATORY	\$25.00	\$75.00	
ROOM TEAR DOWN BY TOWN STAFF, MANDATORY	\$25.00	\$75.00	
EMAIL EXTRACTION OR OTHER I/T SEARCHES PER HOUR	\$105.00	CONTRACT RATE	
ZONING VERIFICATION LETTER	NOT ON SCH	CONTRACT RATE	

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 01/31/2024

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 01/31/2024 (Abnormal)	Activity For 01/31/2024 (Decrease)	Balance Normal	Available 01/31/2024 (Abnormal)	% Bdg Used
Fund: 001 GENERAL FUND							
Account Category: Revenues							
Department: 310.000 TAXES							
001-310.000-311.000	AD VALOREM TAXES (NET)	8,077,018.00	6,112,487.20	215,636.73		1,964,530.80	75.68
001-310.000-312.410	LOCAL OPTION 6 CENT GAS TAX	37,000.00	6,911.42	3,846.07		30,088.58	18.68
001-310.000-312.420	SECOND LOCAL OPTION FUEL TAX	17,500.00	3,137.89	1,768.29		14,362.11	17.93
001-310.000-313.100	ELECTRIC FRANCHISE TAX	225,000.00	107,360.70	18,797.35		117,639.30	47.72
001-310.000-314.100	UTILITY SERVICE TAX ELECTRIC	290,000.00	108,678.50	27,657.83		181,321.50	37.48
001-310.000-314.800	UTILITY SERVICE TAX PROPANE	55,000.00	25,523.27	2,830.96		29,476.73	46.41
001-310.000-314.900	UTILITY SERVICE TAX WATER	100,000.00	9,405.30	9,405.30		90,594.70	9.41
001-310.000-315.000	COMMUNICATION SERVICES TAX	41,000.00	9,622.00	3,477.38		31,377.18	23.47
001-310.000-319.100	INTEREST ON DELINQUENT TAXES	1,500.00	0.00	0.00		1,500.00	0.00
001-310.000-335.200	LOCAL GOVT 1 CENT SALES TAX	150,000.00	23,521.00	0.00		126,057.11	15.96
Total Dept 310.000 - TAXES		8,994,018.00	6,407,069.99	283,419.91		2,586,948.01	71.24
Department: 320.000 LICENSES & PERMITS							
001-320.000-321.100	PROF & OCCUPATIONAL LICENSES	1,300.00	378.00	0.00		922.00	29.08
001-320.000-322.100	BUILDING PERMITS	750,000.00	151,711.26	28,900.00		598,928.74	20.14
001-320.000-329.100	SIGN PERMITS	300.00	55.00	15.00		245.00	18.33
001-320.000-329.200	ALARM USER PERMITS	2,000.00	1,450.00	120.00		550.00	72.50
001-320.000-329.600	RENTAL REGISTRATIONS	2,000.00	1,225.00	1,050.00		775.00	61.25
Total Dept 320.000 - LICENSES & PERMITS		755,600.00	154,799.26	30,085.00		601,420.74	20.40
Department: 330.000 INTERGOVERNMENTAL REVENUE							
001-330.000-331.100	FEMA GRANT MONIES	5,000.00	0.00	0.00		5,000.00	0.00
001-330.000-331.300	JAG GRANT MONIES	2,500.00	0.00	0.00		2,500.00	0.00
001-330.000-335.120	STATE REVENUE SHARING PROCEEDS	2,000.00	9,902.09	0.00		42,097.91	19.04
001-330.000-335.150	ALCOHOLIC BEVERAGE LICENSES	140.00	0.00	0.00		140.00	0.00
001-330.000-335.181	LOCAL GOVT 1/2 CENT SALES TAX	165,000.00	14,766.10	0.00		150,233.90	8.95
001-330.000-335.490	REBATE ON MUNICIPAL VEHICLES	2,500.00	0.00	0.00		2,500.00	0.00
001-330.000-335.900	ST LIGHT MAINTENANCE REIMBURSE	13,000.00	0.00	0.00		13,000.00	0.00
001-330.000-338.000	PB COUNTY & CTY WIDE OCC LIC	7,100.00	712.89	171.96		6,287.11	10.18
001-330.000-338.300	PBC SOLID WASTE RECYCL PROGRAM	550.00	0.00	0.00		550.00	0.00
001-330.000-338.400	911 DPS RELATED REIMBURSEMENTS	600.00	0.00	0.00		600.00	0.00
001-330.000-338.500	PB COUNTY 1250 MONIES	550.00	1,050.21	1,050.21		(500.21)	190.95
Total Dept 330.000 - INTERGOVERNMENTAL REVENUE		18,840.00	26,431.29	1,222.17		222,408.71	10.62
Department: 340.000 CHARGES FOR SERVICES							
001-340.000-341.200	ZONING FEES	30,000.00	8,145.00	1,895.00		21,855.00	27.15
001-340.000-341.400	CERT COPYING RECORD SEARCH ETC	5,000.00	1,244.45	390.00		3,755.55	24.89
001-340.000-341.900	OTHER GEN GOVT CHARGES & FEES	11,000.00	5,854.67	570.00		5,145.33	53.22
001-340.000-342.100	LAW ENFORCEMENT/FIRE SERVICE	221,700.00	76,383.92	18,965.98		145,316.08	34.45
001-340.000-342.300	ALARM MONITORING	40,000.00	28,966.00	2,366.00		11,034.00	72.42
001-340.000-342.800	SPECIAL DETAIL SERVICES	45,000.00	585.00	0.00		44,415.00	1.30
001-340.000-342.900	OTHER PUB SAFETY CHARGES & FEES	1,500.00	62.00	23.00		1,438.00	4.13
001-340.000-343.400	GARBAGE AND TRASH REVENUE	340,000.00	300,902.00	22,525.00		39,098.00	88.50
001-340.000-343.900	LOT MOWING AND CLEARING	0.00	150.00	150.00		(150.00)	100.00
Total Dept 340.000 - CHARGES FOR SERVICES		694,200.00	422,293.04	46,884.98		271,906.96	60.83
Department: 350.000 FINES & FORFEITURES							
001-350.000-351.100	COURT FINES - COURT CASES	1,850.00	680.23	143.78		1,169.77	36.77
001-350.000-351.300	POLICE EDUCATION \$2.00	400.00	96.86	20.00		303.14	24.22
001-350.000-354.000	VIOLATIONS OF LOCAL ORDINANCES	25,000.00	1,361.25	310.00		23,638.75	5.45

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 01/31/2024

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 01/31/2024 (Abnormal)	Activity For 01/31/2024 (Decrease)	Balance Normal	Available 01/31/2024 (Abnormal)	% Bdgt Used
Fund: 001 GENERAL FUND							
Account Category: Revenues							
Department: 350.000 FINES & FORFEITURES							
Total Dept 350.000 - FINES & FORFEITURES		27,250.00	2,138.34	473.78		25,111.66	7.85
Department: 360.000 MISCELLANEOUS REVENUES							
001-360.000-361.100	INTEREST EARNED (SAV, INV, ETC.)	200,000.00	25,442.44	6,779.23		174,557.56	12.72
001-360.000-361.320	INTEREST EARNED-PB CO TAX COLL	5,000.00	0.00	0.00		5,000.00	0.00
001-360.000-361.390	INTEREST OTHER (LIENS, ETC.)	1,500.00	48.82	0.00		1,451.18	3.25
001-360.000-364.410	EQUIPMENT SALES & COMPENSATION	500.00	0.00	0.00		500.00	0.00
001-360.000-366.900	MISC CONTRIB PRIVATE SOURCES	500.00	300.00	0.00		200.00	60.00
Total Dept 360.000 - MISCELLANEOUS REVENUES		207,500.00	25,791.26	6,779.23		181,708.74	12.43
Department: 380.000 NON - REVENUES							
001-380.000-380.100	FUND BALANCE UNAPPROPRIATED	308,676.00	0.00	0.00		308,676.00	0.00
001-380.000-388.200	INSURANCE PROCEEDS	5,000.00	0.00	0.00		5,000.00	0.00
Total Dept 380.000 - NON - REVENUES		313,676.00	0.00	0.00		313,676.00	0.00
Revenues		11,241,084.00	7,037,903.18	368,865.07		4,203,180.82	62.61
Account Category: Expenditures							
Department: 511.101 TOWN COMMISSION							
001-511.101-501.100	EXECUTIVE SALARIES	6,000.00	2,300.00	300.00		4,200.00	30.00
001-511.101-502.100	FICA TAXES	459.00	137.70	22.95		321.30	30.00
001-511.101-502.200	RETIREMENT CONTRIBUTIONS	825.00	244.26	40.71		580.74	29.61
001-511.101-502.400	WORKERS' COMPENSATION	17,500.00	4,248.10	0.00		13,251.90	24.27
001-511.101-504.000	TRAVEL & PER DIEM	2,000.00	2,246.79	153.60		2,753.21	44.94
001-511.101-504.100	COMMUNICATIONS SERV PHONE ETC	3,000.00	754.80	251.60		2,245.20	25.16
001-511.101-504.500	INSURANCE LIAB, HAZARD, DAMAGE	25,177.53	1,367.70	0.00		23,809.83	5.43
001-511.101-504.900	OTHER CURRENT CHARGES	500.00	0.00	0.00		500.00	0.00
001-511.101-505.400	SUBSC, MEMBERSHIPS, EDUCATION	2,500.00	1,369.50	369.50		1,180.50	53.71
Total Dept 511.101 - TOWN COMMISSION		61,402.53	12,168.85	1,138.36		48,836.68	19.95
Department: 512.102 TOWN MANAGER							
001-512.102-501.100	EXECUTIVE SALARIES	105,063.00	45,246.93	9,261.54		100,816.07	30.98
001-512.102-501.400	OVERTIME & VACATION PAY	3,500.00	0.00	0.00		3,500.00	0.00
001-512.102-501.410	VACATION PAY	3,172.34	0.00	0.00		3,172.34	0.00
001-512.102-502.100	FICA TAXES	11,217.39	3,461.40	708.51		7,755.99	30.86
001-512.102-502.200	RETIREMENT CONTRIBUTIONS	51,882.98	15,619.27	3,197.09		36,263.71	30.10
001-512.102-502.300	LIFE & HEALTH INSURANCE	11,004.00	3,976.60	994.15		7,027.40	36.14
001-512.102-502.310	LONG TERM DISABILITY	660.00	193.32	48.33		466.68	29.29
001-512.102-502.400	WORKERS' COMPENSATION	3,500.00	849.62	0.00		2,650.38	24.27
001-512.102-504.000	TRAVEL & PER DIEM	3,650.00	2,390.09	369.68		1,259.91	65.48
001-512.102-504.100	COMMUNICATIONS SERV PHONE ETC	600.00	150.96	50.32		449.04	25.16
001-512.102-504.500	INSURANCE LIAB, HAZARD, DAMAGE	387.91	273.54	0.00		114.37	70.52
001-512.102-504.610	REPAIR & MAINTENANCE	2,300.00	0.00	0.00		2,300.00	0.00
001-512.102-505.210	OPERATING SUPPLIES GAS & OIL	3,600.00	0.00	0.00		3,600.00	0.00
001-512.102-505.400	SUBSC, MEMBERSHIPS, EDUCATION	3,639.00	1,226.25	0.00		2,412.75	33.70
Total Dept 512.102 - TOWN MANAGER		245,176.62	73,387.98	14,629.62		171,788.64	29.93
Department: 513.103 TOWN CLERK/FINANCE							
001-513.103-501.100	EXECUTIVE SALARIES	89,483.63	32,485.56	6,663.46		56,998.07	36.30
001-513.103-501.200	REGULAR SALARIES AND WAGES	199,956.89	55,123.08	11,138.47		144,833.81	27.57

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 01/31/2024

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 01/31/2024 (Abnormal)	Activity For 01/31/2024 Increase (Decrease)	Balance Normal	Available 01/31/2024 (Abnormal)	% Bdg Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 513.103 TOWN CLERK/FINANCE							
001-513.103-501.210	ONE TIME LUMP SUM INCREASE	27,500.00	0.00	0.00	27,500.00	0.00	
001-513.103-501.400	OVERTIME & VACATION PAY	2,000.00	8,504.44	1,587.59	(6,504.44)	425.22	
001-513.103-501.410	VACATION PAY	5,174.79	0.00	0.00	5,174.79	0.00	
001-513.103-502.100	FICA TAXES	18,298.07	7,352.67	1,483.29	10,945.40	40.18	
001-513.103-502.200	RETIREMENT CONTRIBUTIONS	33,269.61	12,024.79	2,631.14	21,244.82	36.14	
001-513.103-502.300	LIFE & HEALTH INSURANCE	62,162.80	13,478.40	3,369.60	48,684.40	21.68	
001-513.103-502.310	LONG TERM DISABILITY	1,164.00	431.00	107.75	733.00	37.03	
001-513.103-502.400	WORKERS' COMPENSATION	14,000.00	2,548.00	0.00	11,451.14	18.21	
001-513.103-503.100	PROFESSIONAL SERVICES	0.00	300.00	0.00	(300.00)	100.00	
001-513.103-503.200	ACCOUNTING & AUDITING	34,500.00	6,150.00	3,150.00	27,930.00	19.04	
001-513.103-503.400	OTHER CONTRACTUAL SERVICES	17,599.00	0.00	0.00	17,599.00	0.00	
001-513.103-504.000	TRAVEL & PER DIEM	2,650.00	1,076.47	0.00	1,573.53	40.62	
001-513.103-504.500	INSURANCE LIAB, HAZARD, DAMAGE	1,163.72	820.62	0.00	343.10	70.52	
001-513.103-504.610	REPAIR & MAINTENANCE	1,000.00	376.96	0.00	623.04	37.70	
001-513.103-504.900	OTHER CURRENT CHARGES	4,500.00	2,100.85	2,160.81	1,599.15	64.46	
001-513.103-505.400	SUBSC, MEMBERSHIPS, EDUCATION	2,225.00	395.00	0.00	1,830.00	17.75	
001-513.103-506.400	MACHINERY & EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00	
Total Dept 513.103 - TOWN CLERK/FINANCE		517,647.51	14,388.70	32,292.11	373,258.81	27.89	
Department: 514.104 LEGAL							
001-514.104-503.100	PROFESSIONAL SERVICES	172,500.00	1,228.37	15,156.67	144,271.63	16.36	
001-514.104-503.110	LEGAL SPECIAL COUNSEL	183,000.00	380.00	0.00	182,620.00	0.21	
001-514.104-504.700	PRINTING	2,000.00	0.00	0.00	5,000.00	0.00	
Total Dept 514.104 - LEGAL		357,500.00	28,608.37	15,156.67	331,891.63	7.94	
Department: 515.105 APPOINTED BOARDS							
001-515.105-504.500	INSURANCE LIAB, HAZARD, DAMAGE	5,150.69	3,829.45	0.00	1,601.24	70.51	
001-515.105-504.900	OTHER CURRENT CHARGES	750.00	0.00	0.00	750.00	0.00	
Total Dept 515.105 - APPOINTED BOARDS		6,150.69	3,829.45	0.00	2,351.24	61.96	
Department: 519.106 OTHER GENERAL GOVERNMENT							
001-519.106-503.100	PROFESSIONAL SERVICES	5,000.00	26,384.86	10,505.17	57,615.14	31.41	
001-519.106-503.400	OTHER CONTRACTUAL SERVICES	5,935.71	4,425.00	250.00	51,510.71	7.91	
001-519.106-504.100	COMMUNICATIONS SERV PHONE ETC	14,990.00	5,065.40	1,348.25	9,924.60	33.79	
001-519.106-504.200	POSTAGE & FREIGHT	3,240.00	49.47	0.00	3,190.53	1.53	
001-519.106-504.300	UTILITY SERVICE - ELEC & WATER	10,000.00	3,171.26	719.98	6,828.74	31.71	
001-519.106-504.400	RENTALS & LEASES	2,040.00	1,188.28	297.07	851.72	58.25	
001-519.106-504.500	INSURANCE LIAB, HAZARD, DAMAGE	163,627.92	111,055.88	0.00	52,572.04	67.87	
001-519.106-504.610	REPAIR & MAINTENANCE	52,430.00	18,993.12	1,507.71	33,436.88	36.23	
001-519.106-504.700	PRINTING	3,000.00	2,915.70	0.00	84.30	97.19	
001-519.106-504.900	OTHER CURRENT CHARGES	18,075.00	8,751.82	0.00	9,323.18	48.42	
001-519.106-504.910	ELECTION EXPENSES	13,200.00	646.04	0.00	12,553.96	4.89	
001-519.106-505.100	OFFICE SUPPLIES	8,000.00	1,429.76	168.98	6,570.24	17.87	
001-519.106-505.200	OPERATING SUPPLIES	4,500.00	1,303.63	0.00	3,196.37	28.97	
001-519.106-505.400	SUBSC, MEMBERSHIPS, EDUCATION	22,678.00	1,507.40	0.00	21,170.60	6.65	
001-519.106-506.400	MACHINERY & EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00	
001-519.106-507.000	COVENANT FROM DRAINAGE LOAN	400,000.00	233,971.84	233,971.84	166,028.16	58.49	
001-519.106-507.010	COVENANTS FROM TH LOAN	223,000.00	71,692.88	0.00	151,307.12	32.15	
001-519.106-507.200	DEBT SERVICE - INTEREST	158,000.00	161.10	0.00	157,838.90	0.10	

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 01/31/2024

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 01/31/2024 (Abnormal)	Activity For 01/31/2024 (Decrease)	Balance Normal	Available 01/31/2024 (Abnormal)	% Bdg Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 519.106 OTHER GENERAL GOVERNMENT							
Total Dept 519.106 - OTHER GENERAL GOVERNMENT		1,237,716.63	492,713.44	248,769.00		745,003.19	39.81
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL							
001-521.107-501.100	EXECUTIVE SALARIES	131,645.60	44,206.22	9,530.78		87,439.38	33.58
001-521.107-501.110	ONE TIME LUMP SUM INCREASE	2,000.00	0.00	0.00		2,000.00	0.00
001-521.107-501.200	REGULAR SALARIES AND WAGES	1,803,820.62	524,838.59	123,160.63		1,278,982.03	29.10
001-521.107-501.210	ONE TIME LUMP SUM INCREASE	26,570.00	2,000.00	1,000.00		24,570.00	7.53
001-521.107-501.400	OVERTIME & VACATION PAY	125,000.00	61,909.11	11,459.41		63,090.89	49.53
001-521.107-501.410	VACATION PAY	15,000.00	760.00	0.00		14,239.83	5.07
001-521.107-501.500	SPECIAL PAY INCENTIVE	18,000.00	4,300.00	1,090.00		13,640.00	24.22
001-521.107-501.510	SPECIAL DETAIL PAY	40,000.00	35.00	0.00		39,065.00	2.34
001-521.107-501.600	HOLIDAY PAY	103,038.61	31,784.86	8,242.67		71,253.75	30.85
001-521.107-502.100	FICA TAXES	148,063.17	31,315.74	11,818.02		96,747.43	34.66
001-521.107-502.200	RETIREMENT CONTRIBUTIONS	557,615.30	185,871.48	41,849.08		371,743.82	33.33
001-521.107-502.300	LIFE & HEALTH INSURANCE	312,058.00	74,002.35	19,204.45		237,155.65	24.00
001-521.107-502.310	LONG TERM DISABILITY	9,792.00	908.42	735.08		6,883.58	29.70
001-521.107-502.400	WORKERS' COMPENSATION	87,500.00	1,240.70	0.00		66,259.30	24.28
001-521.107-503.100	PROFESSIONAL SERVICES	94,335.00	16,758.30	16,076.00		67,576.70	28.37
001-521.107-503.400	OTHER CONTRACTUAL SERVICES	1,423,480.84	71,740.42	0.00		711,740.42	50.00
001-521.107-504.000	TRAVEL & PER DIEM	104,200.00	1,24.97	64.97		103,985.03	0.21
001-521.107-504.100	COMMUNICATIONS SERV PHONE ETC	23,700.00	6,597.91	1,859.08		17,102.09	27.84
001-521.107-504.200	POSTAGE & FREIGHT	1,500.00	179.96	19.99		1,320.04	12.00
001-521.107-504.300	UTILITY SERVICE - ELEC & WATER	1,000.00	3,872.31	1,421.01		8,627.69	30.98
001-521.107-504.400	RENTALS & LEASES	3,328.00	1,142.15	211.27		2,185.85	34.32
001-521.107-504.500	INSURANCE LIAB, HAZARD, DAMAGE	56,972.00	42,329.37	0.00		14,643.03	74.30
001-521.107-504.610	REPAIR & MAINTENANCE	80,250.00	9,820.97	8,875.00		70,389.03	12.24
001-521.107-504.620	REPAIR & MAINTENANCE VEHICLE	5,000.00	3,128.72	97.95		22,371.28	12.27
001-521.107-504.630	REPAIR & MAINTENANCE DISPATCH	2,500.00	13,905.90	0.00		8,594.10	61.80
001-521.107-504.700	PRINTING	1,000.00	116.02	0.00		1,383.98	7.73
001-521.107-504.900	OTHER CURRENT CHARGES	3,500.00	170.17	0.00		3,329.83	4.86
001-521.107-505.100	OFFICE SUPPLIES	5,000.00	750.90	44.72		4,249.10	15.02
001-521.107-505.200	OPERATING SUPPLIES	5,300.00	5,352.78	2,591.59		19,947.22	21.16
001-521.107-505.210	OPERATING SUPPLIES GAS & OIL	10,750.00	10,953.27	4,190.87		39,796.73	21.58
001-521.107-505.220	OPERATING SUPPLIES UNIFORM/EMB	24,698.00	3,117.17	121.18		21,580.83	12.62
001-521.107-505.400	SUBSC, MEMBERSHIPS, EDUCATION	18,460.00	10,402.38	2,953.00		8,057.62	56.35
001-521.107-506.400	MACHINERY & EQUIPMENT	34,000.00	30,989.86	0.00		3,010.14	91.15
Total Dept 521.107 - LAW ENFORCEMENT & FIRE CONTROL		5,391,537.54	1,888,576.17	266,616.75		3,502,961.37	35.03
Department: 524.108 INSPECTIONS							
001-524.108-501.200	REGULAR SALARIES AND WAGES	135,175.17	34,830.69	5,439.21		100,344.48	25.77
001-524.108-501.210	ONE TIME LUMP SUM INCREASE	2,500.00	0.00	0.00		2,500.00	0.00
001-524.108-501.400	OVERTIME & VACATION PAY	1,000.00	2,110.36	595.55		(1,110.36)	211.04
001-524.108-502.100	FICA TAXES	10,340.90	2,825.97	461.66		7,514.93	27.33
001-524.108-502.200	RETIREMENT CONTRIBUTIONS	1,351.75	4,673.65	818.92		(3,321.90)	345.75
001-524.108-502.300	LIFE & HEALTH INSURANCE	23,548.00	7,408.48	1,852.12		16,139.52	31.46
001-524.108-502.310	LONG TERM DISABILITY	996.00	101.52	25.38		894.48	10.19
001-524.108-502.400	WORKERS' COMPENSATION	10,500.00	2,548.86	0.00		7,951.14	24.27
001-524.108-503.100	PROFESSIONAL SERVICES	290,907.00	80,958.23	16,395.50		209,948.77	27.83

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 01/31/2024

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GL Number	Description	23-24 Amended Budget	YTD Balance 01/31/2024 (Abnormal)	Activity For 01/31/2024 (Decrease)	Balance Normal	Available 01/31/2024 (Abnormal)	% Bdg Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 524.108 INSPECTIONS							
001-524.108-503.400	OTHER CONTRACTUAL SERVICES	33,500.00	13,500.00	13,500.00		20,000.00	40.30
001-524.108-504.000	TRAVEL & PER DIEM	2,525.00	0.00	0.00		2,525.00	0.00
001-524.108-504.100	COMMUNICATIONS SERV PHONE ETC	1,200.00	511.86	170.62		688.14	42.66
001-524.108-504.200	POSTAGE & FREIGHT	1,760.00	0.00	0.00		1,760.00	0.00
001-524.108-504.400	RENTALS & LEASES	3,985.00	753.45	502.30		3,231.55	18.91
001-524.108-504.500	INSURANCE LIAB, HAZARD, DAMAGE	1,163.72	820.62	0.00		343.10	70.52
001-524.108-504.610	REPAIR & MAINTENANCE	79,890.00	0.00	0.00		79,890.00	0.00
001-524.108-504.620	REPAIR & MAINTENANCE VEHICLE	2,000.00	0.00	0.00		2,000.00	0.00
001-524.108-504.700	PRINTING	500.00	102.74	0.00		391.26	21.75
001-524.108-504.900	OTHER CURRENT CHARGES	7,200.00	522.21	522.21		6,677.79	7.25
001-524.108-505.100	OFFICE SUPPLIES	1,750.00	0.00	0.00		1,750.00	0.00
001-524.108-505.200	OPERATING SUPPLIES	500.00	199.00	0.00		301.00	39.80
001-524.108-505.210	OPERATING SUPPLIES GAS & OIL	3,500.00	59.94	0.00		3,440.06	1.71
001-524.108-505.220	OPERATING SUPPLIES UNIFORM/EMB	300.00	0.00	0.00		300.00	0.00
001-524.108-505.400	SUBSC, MEMBERSHIPS, EDUCATION	4,870.00	83.00	0.00		4,487.00	7.86
001-524.108-506.400	MACHINERY & EQUIPMENT	4,900.00	0.00	0.00		4,900.00	0.00
Total Dept 524.108 - INSPECTIONS		625,862.54	52,316.58	40,283.47		473,545.96	24.34
Department: 534.111 GARBAGE & SOLID WASTE							
001-534.111-503.400	OTHER CONTRACTUAL SERVICES	312,000.00	105,037.52	51,487.20		206,962.48	33.67
Total Dept 534.111 - GARBAGE & SOLID WASTE		312,000.00	105,037.52	51,487.20		206,962.48	33.67
Department: 539.112 OTHER PHYSICAL ENVIRONMENT							
001-539.112-503.100	PROFESSIONAL SERVICES	0.00	5,000.00	5,000.00		(5,000.00)	100.00
001-539.112-503.120	TOWN ENGINEER	118,000.00	13,870.50	5,223.50		104,129.50	11.75
001-539.112-503.400	OTHER CONTRACTUAL SERVICES	249,480.00	65,525.33	11,481.40		283,954.67	18.75
001-539.112-504.610	REPAIR & MAINTENANCE	11,000.00	493.20	0.00		10,506.80	4.48
Total Dept 539.112 - OTHER PHYSICAL ENVIRONMENT		478,480.00	84,889.03	21,704.90		393,590.97	17.74
Department: 541.113 PUBLIC WORKS							
001-541.113-501.200	REGULAR SALARIES AND WAGES	107,140.90	56,734.41	11,496.53		100,406.49	36.10
001-541.113-501.210	ONE TIME LUMP SUM INCREASE	5,000.00	0.00	0.00		5,000.00	0.00
001-541.113-501.400	OVERTIME & VACATION PAY	5,000.00	4,068.59	621.61		1,931.41	67.81
001-541.113-501.410	VACATION PAY	3,399.68	0.00	0.00		3,399.68	0.00
001-541.113-502.100	FICA TAXES	12,021.28	4,651.45	927.04		7,369.83	38.69
001-541.113-502.200	RETIREMENT CONTRIBUTIONS	28,014.29	7,572.45	1,644.43		20,441.84	27.03
001-541.113-502.300	LIFE & HEALTH INSURANCE	36,487.40	7,916.00	1,979.00		28,571.40	21.70
001-541.113-502.310	LONG TERM DISABILITY	675.00	277.44	69.36		397.56	41.10
001-541.113-502.400	WORKERS' COMPENSATION	10,500.00	2,548.86	0.00		7,951.14	24.27
001-541.113-503.100	PROFESSIONAL SERVICES	13,000.00	0.00	0.00		13,000.00	0.00
001-541.113-504.300	UTILITY SERVICE - ELEC & WATER	57,000.00	26,282.43	8,130.00		30,717.57	46.11
001-541.113-504.500	INSURANCE LIAB, HAZARD, DAMAGE	1,163.72	820.62	0.00		343.10	70.52
001-541.113-504.610	REPAIR & MAINTENANCE	59,000.00	1,597.28	29.67		57,402.72	2.71
001-541.113-504.620	REPAIR & MAINTENANCE VEHICLE	6,000.00	285.49	7.99		5,714.51	4.76
001-541.113-505.200	OPERATING SUPPLIES	4,700.00	1,988.87	0.00		2,711.13	42.32
001-541.113-505.210	OPERATING SUPPLIES GAS & OIL	9,000.00	314.69	0.00		8,685.31	3.50
001-541.113-505.220	OPERATING SUPPLIES UNIFORM/EMB	1,200.00	150.00	0.00		1,050.00	12.50
001-541.113-505.230	OPERATING SUPPLIES SMALL TOOLS	3,000.00	0.00	0.00		3,000.00	0.00
001-541.113-505.300	ROAD MATERIALS & SUPPLIES	20,000.00	270.65	217.14		19,729.35	1.35

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 01/31/2024

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 01/31/2024 (Normal (Abnormal))	Activity For 01/31/2024 Increase (Decrease)	Available Balance 01/31/2024 Normal (Abnormal)	% Bdgt Used
Fund: 001 GENERAL FUND						
Account Category: Expenditures						
Department: 541.113 PUBLIC WORKS						
001-541.113-505.400	SUBSC, MEMBERSHIPS, EDUCATION	1,050.00	0.00	0.00	1,050.00	0.00
001-541.113-506.400	MACHINERY & EQUIPMENT	10,000.00	0.00	0.00	10,000.00	0.00
Total Dept 541.113 - PUBLIC WORKS		444,352.27	115,479.23	25,122.77	328,873.04	25.99
Department: 580.114 CONTINGENCY						
001-580.114-509.110	TRANSFER TO CAPITAL PROJECTS	1,172,673.00	0.00	0.00	1,172,673.00	0.00
001-580.114-509.900	CONTINGENCY	150,000.00	5,271.15	0.00	144,728.85	3.51
Total Dept 580.114 - CONTINGENCY		1,322,673.00	5,271.15	0.00	1,317,401.85	0.40
Expenditures		11,003,132.33	3,106,666.47	717,200.85	7,896,465.86	28.23
Fund 001 - GENERAL FUND:						
TOTAL REVENUES		11,241,084.00	7,937,903.18	368,865.07	4,203,180.82	
TOTAL EXPENDITURES		11,003,132.33	3,106,666.47	717,200.85	7,896,465.86	
NET OF REVENUES & EXPENDITURES:		237,951.67	3,931,236.71	(348,335.78)	(3,693,285.04)	
BEG. FUND BALANCE		8,705,544.23	8,705,544.23			
FUND BALANCE ADJUSTMENTS			10,779.84			
END FUND BALANCE		8,943,495.90	12,806,560.78			

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REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 01/31/2024

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 01/31/2024 (Abnormal)	Activity For 01/31/2024 (Decrease)	Balance Normal	Available 01/31/2024 (Abnormal)	% Bdgt Used
Fund: 302 CAPITAL PROJECTS FUND							
Account Category: Revenues							
Department: 380.000 NON - REVENUES							
302-380.000-380.100	FUND BALANCE UNAPPROPRIATED	1,125,833.00	0.00	0.00	1,125,833.00		0.00
302-380.000-381.100	INTERFUND TRANSFER	1,172,673.00	0.00	0.00	1,172,673.00		0.00
Total Dept 380.000 - NON - REVENUES		2,298,506.00	0.00	0.00	2,298,506.00		0.00
Revenues		2,298,506.00	0.00	0.00	2,298,506.00		0.00
Account Category: Expenditures							
Department: 519.106 OTHER GENERAL GOVERNMENT							
302-519.106-503.100	PROFESSIONAL SERVICES	20,000.00	0.00	0.00	20,000.00		0.00
302-519.106-506.400	MACHINERY & EQUIPMENT	33,200.00	18,174.11	0.00	15,065.89		54.62
Total Dept 519.106 - OTHER GENERAL GOVERNMENT		53,200.00	18,174.11	0.00	35,065.89		34.09
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL							
302-521.107-506.400	MACHINERY & EQUIPMENT	204,233.00	55,691.18	55,691.18	148,541.82		27.27
Total Dept 521.107 - LAW ENFORCEMENT & FIRE CONTROL		204,233.00	55,691.18	55,691.18	148,541.82		27.27
Department: 524.108 INSPECTIONS							
302-524.108-506.400	MACHINERY & EQUIPMENT	26,350.00	0.00	0.00	26,350.00		0.00
Total Dept 524.108 - INSPECTIONS		26,350.00	0.00	0.00	26,350.00		0.00
Department: 539.112 OTHER PHYSICAL ENVIRONMENT							
302-539.112-506.300	IMPROVEMENTS NOT BUILDINGS	2,839,923.00	97,336.00	5,144.00	2,742,587.00		3.43
Total Dept 539.112 - OTHER PHYSICAL ENVIRONMENT		2,839,923.00	97,336.00	5,144.00	2,742,587.00		3.43
Department: 541.113 PUBLIC WORKS							
302-541.113-506.400	MACHINERY & EQUIPMENT	24,800.00	0.00	0.00	24,800.00		0.00
Total Dept 541.113 - PUBLIC WORKS		24,800.00	0.00	0.00	24,800.00		0.00
Expenditures		2,148,406.00	171,161.29	60,835.18	2,977,344.71		5.44
Fund 302 - CAPITAL PROJECTS FUND:							
TOTAL REVENUES		2,298,506.00	0.00	0.00	2,298,506.00		
TOTAL EXPENDITURES		3,148,506.00	171,161.29	60,835.18	2,977,344.71		
NET OF REVENUES & EXPENDITURES:		(950,000.00)	(171,161.29)	(60,835.18)	(678,838.71)		
BEG. FUND BALANCE		394,700.03	394,700.03				
END FUND BALANCE		(455,299.97)	223,538.74				
Report Totals:							
TOTAL REVENUES - ALL FUNDS		13,539,590.00	7,037,903.18	368,865.07	6,501,686.82		
TOTAL EXPENDITURES - ALL FUNDS		14,151,638.33	3,277,827.76	778,036.03	10,873,810.57		
NET OF REVENUES & EXPENDITURES:		(612,048.33)	3,760,075.42	(409,170.96)	(4,372,123.75)		

Agenda: Monday, February 3, 2025

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Lynne Ladner, Town Manager

Subject: Approval of the option contract for the purchase of real property located within the town boundaries for the purpose of preservation and conservation.

Town Staff has negotiated an option contract with Spanish Creek, LLC, for the purchase of two (2) vacant and unimproved parcels (Parcel Control Numbers: 46-43-45-22-46-001-0000 and 46-43-45-22-00-005-0040) (jointly referred to as the “Property”) for **\$280,000**. Attached is an aerial showing the Property.

In accordance with Florida Statutes, the Town obtained an appraisal for the Property, which concluded that the Property has a market value of \$283,000. The Town Clerk also posted a public notice of the option contract as required by law.

Similar to when the Town purchased the Priest property in 2022, the Town desires to purchase the Property for the following primary reasons:

1. Boost the Town’s CRS Rating and Lower Flood Insurance Rates for Residents.
2. Directly supports the goals and objectives found in the Town’s Comprehensive Plan’s Conservation Element and Coastal Management Element.
3. Directly supports the Coastal Resilience Partnership Strategies set forth in the multi-jurisdictional 2022/2023 vulnerability assessment.
4. Furthers the desire of the current owner and the Town to change the land use designation and zoning of the Property to Preservation & Conservation to preserve the precious mangrove areas and related marine habitats and resources.

The Town has also received a FRDAP grant for the purchase of the Property, which will provide \$140,000 towards the purchase (i.e., 50% match to the Town’s use of funds).

Suggested Motion: I move to approve the option contract to purchase the Property.

Respectfully,
Lynne Ladner, Town Manager

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Ocean Ridge, Florida, at a Regular Town Commission Meeting to be held on **Monday, February 3, 2025 at 6:00 P.M.** (or as soon thereafter) in the Commission Chambers of the Town Hall, Ocean Ridge, Florida, will have on the agenda for its consideration an option contract for the purchase of the following generally described parcels of vacant real property in the Town of Ocean Ridge:

(1) The North 100 feet of the South 620.17 feet of Government Lot 5, Section 22, Township 45 South, Range 43 East, lying West of the Spanish River as in the records of Palm Beach County, Florida

Subject Parcel 1 is also described as Palm Beach County Property Appraisal Parcel ID Number as: 46-43-45-22-00-005-0040

Source: Palm Beach County Property Appraiser and Special Warranty Deed dated October 1, 2014 as recorded in Palm Beach County Official Records Book 27082, Page 0057.

(2) Tract "A", according to the Plat of Spanish Creek, as recorded in Palm Beach County Plat Book 113, Page 48 of the Palm Beach County Public Records.

Subject Parcel 2 is also described as Palm Beach County Property Appraisal Parcel ID Number as: 46-43-45-22-00-001-0000.

Source: Palm Beach County Property Appraiser and Palm Beach County Public Records.

ALL PERSONS INTERESTED IN PROVIDING PUBLIC COMMENT ON THIS MATTER may appear before the Town Commission at the time and place aforesaid and be heard.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WHO NEED AN ACCOMMODATION IN ORDER TO ATTEND OR PARTICIPATE IN THIS MEETING SHOULD CONTACT THE TOWN CLERK AT 561-732-2635 AT LEAST 3 DAYS PRIOR TO THE REGULAR COMMISSION MEETING IN ORDER TO REQUEST SUCH ASSISTANCE.

Dated: December 27, 2024
Publish: Town Hall, Town website and
PBC website
Publish Date: December 27, 2024

TOWN OF OCEAN RIDGE, FLORIDA

Kelly Avery

Kelly Avery, Town Clerk

THIS NOTICE IS PROVIDED PURSUANT TO SECTION 166.045, FLORIDA STATUTES.

Vacant Land Contract



- 1* **1. Sale and Purchase ("Contract"):** SPANISH CREEK LLC ("Seller")
2* and TOWN OF OCEAN RIDGE ("Buyer")
3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: PCN's 46-43-45-22-00-005-0040 and 46-43-45-22-46-001-0000
6* Legal Description: 22-45-43, N 100 FT OF S 620.17 FT OF GOV LT 5 W OF SPANISH CREEK and SPANISH
7 CREEK TR A K/A FUTURE DEVELOPMENT
8
9
10
11* SEC /TWP / /RNG of County, Florida. Real Property ID No.: 46-43-45-22-00-005-0040
12* including all improvements existing on the Property and the following additional property: 46-43-45-22-46-001-00
13 00
- 14* **2. Purchase Price:** (U.S. currency) \$ 280,000.00
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: Thron Law PLLC
17* Escrow Agent's Contact Person: Phillip Thron
18* Escrow Agent's Address: 1615 Forum Place 4th Floor, WPB 33401
19* Escrow Agent's Phone: 561-310-3265
20* Escrow Agent's Email: pthron@thronlaw.com
- 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
22* ☐ accompanies offer
23* ☐ will be delivered to Escrow Agent within days (3 days if left blank)
24* after Effective Date \$
- 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
26* ☐ within days (10 days if left blank) after Effective Date
27* ☐ within days (3 days if left blank) after expiration of Due Diligence Period \$
- 28* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$
29* (d) Other: \$
- 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds \$ 280,000.00
- 32* (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):
34* prorating areas of less than a full unit. The purchase price will be \$ per unit based on a
35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
37* calculation:
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
39* delivered to all parties on or before November 15, 2024, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
42 has signed or initialed and delivered this offer or the final counter-offer.
- 43* **4. Closing Date:** This transaction will close on on/before Jan 31, 2025 ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items.
- 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer EAR () and Seller AEJ acknowledge receipt of a copy of this page, which is 1 of 8 pages.

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ Buyer will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be returned.

(1) ☐ New Financing: Buyer will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.

(2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan.

(3) ☐ Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer, this Contract will terminate; and Buyer's deposit(s) will be returned.

7. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at

(Check one) ☐ Seller's ☒ Buyer's expense and

(Check one) ☐ within _____ days after Effective Date ☒ at least 15 days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the

Buyer (EJ) and Seller (AS) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, Buyer will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

9. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** Buyer will, at Buyer's expense and within 60 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated, and Buyer's deposit(s) will be returned.

Buyer Elm and Seller AEJ acknowledge receipt of a copy of this page, which is 3 of 8 pages.

VAC-1400x Rev 8/24

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- (2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.
- (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.
- (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

Title Insurance and Closing Costs

- (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.
- (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.
- (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer EA and Seller AE acknowledge receipt of a copy of this page, which is 4 of 8 pages.

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Buyer Ed () and Seller AE acknowledge receipt of a copy of this page, which is 5 of 8 pages.

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

Seller's Sales Associate/License No.

Jennifer Thron 3276233
Buyer's Sales Associate/License No.

Buyer (Eeg) and Seller (ABJ) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
368 signing.

369 **ATTENTION: SELLER AND BUYER**

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property
375 in violation of the Act.

376 At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.
377 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

378
379* Buyer: [Signature] Date: 11/15/24

380* Print name: Lynne Ladner

381* Buyer: _____ Date: _____

382* Print name: _____

383 Buyer's address for purpose of notice:

384* Address: 6450 N Ocean Blvd, Ocean Ridge, FL 33435

385* Phone: 561-732-2635 Fax: _____ Email: lladner@oceanridgeflorida.com

386* Seller: [Signature] Date: 11/15/24

387* Print name: Amanda Eder

388* Seller: [Signature] Date: 11/15/24

389* Print name: Jeffrey C. Eder

390 Seller's address for purpose of notice:

391* Address: 6450 N Ocean Blvd Ocean Ridge, FL 33435

392* Phone: (561) 381-0236 Fax: _____ Email: jedardds@bellsouth.net

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Buyer [Signature] () and Seller [Signature] acknowledge receipt of a copy of this page, which is 8 of 8 pages.

Extension Addendum to Contract



The following date and/or time period(s) of the Contract for Residential Sale and Purchase , Residential Contract for Sale and Purchase, Vacant Land Contract, or Commercial Contract with the Effective date of _____, between _____ **SPANISH CREEK LLC** ("Seller") and _____ **TOWN OF OCEAN RIDGE** ("Buyer") concerning the Property located at _____ **PCN's 46-43-45-22-00-005-0040 and 46-43-45-22-46-001-0000** is hereby extended. (check whichever apply)

☒ **Closing Date.** Seller and Buyer agree to extend the Closing Date until _____ **on or before February 14, 2025**.

☐ **Financing Period.** Seller and Buyer agree to extend the Commitment Period, Loan Approval Date, or Financing Period for an additional _____ days or until _____.

☐ **Inspection Period.** Seller and Buyer agree to extend the Inspection Period for an additional _____ days or until _____.

☐ **Title Cure Period.** Seller and Buyer agree to extend the Curative Period or Cure Period for an additional _____ days or until _____.

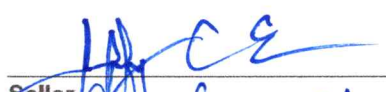
☐ **Short Sale Approval Deadline.** Seller and Buyer agree to extend the Approval Deadline for an additional _____ days or until _____.

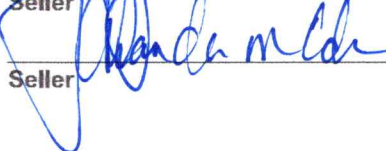
☐ **Sale/Lease of Buyer's Property Deadline.** Seller and Buyer agree to extend the Sale/Lease of Buyer's Property Deadline for an additional _____ days or until _____.

☒ **Due Diligence Period.** Seller and Buyer agree to extend the Due Diligence Period for an additional 30 days or until February 14, 2025.

This extension will be on the same terms and conditions as stated in the original contract except:

All other non-conflicting terms of the contract remain in full force and effect.



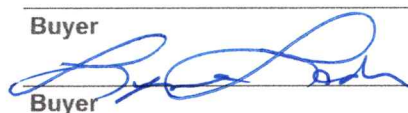
Seller


Seller

1/13/25

Date
1/13/25

Date

Buyer


Buyer

Date
1/13/25

Date

Appraisal Report of
Two Vacant Parcels Located Adjacent North
Of Town Hall of Ocean Ridge and West of Spanish Creek
Ocean Ridge, Florida

For
The Town of Ocean Ridge

Date of Inspection: November 1, 2024
Date of Valuation: November 1, 2024
Date of Report: November 11, 2024

By
M. R. Ford & Associates, Inc.
8259 N. Military Trail, Suite 5
Palm Beach Gardens, Florida 33410

File # 24131

M. R. Ford & Associates, Inc.
Real Estate Appraisers/Consultants
8259 N. Military Trail, Suite 5
Palm Beach Gardens, Florida 33410
(561) 627-6440 Fax: (561) 627-9012

November 11, 2024

Lynne Ladner
Town Manager/Finance Director
Town of Ocean Ridge
6450 North Ocean Boulevard
Ocean Ridge, FL 33435 5251

Dear Ms. Ladner:

At your request, I have prepared a Summary appraisal report of the two vacant sites located adjacent north of Town Hall on the west side of Spanish Creek. The purpose of this appraisal report was to estimate the market value of the fee simple estate in the subject properties on the effective appraisal date. County Property Appraiser records indicate the size of northernmost site at .55 acres, while the southern site located adjacent north of Town Hall contains 1.18 acres per the county Property Appraiser records. The combined total site size per the PA records is 1.73 acres, which is assumed to be accurate in the absence of a boundary survey. The PCN for the north parcel is 46-43-45-22-00-005-0040, while the PCN for the south parcel is 46-43-45-22-46-001-0000.

The appraisal analyses, opinions and conclusions were developed, and this appraisal report has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. This is intended to be a summary report of a complete appraisal.

As a result of my investigation I have formed the opinion that the market value of the fee simple interest in the subject properties as of November 1, 2024, was:

TWO HUNDRED EIGHTY THREE THOUSAND DOLLARS
(\$283,000)

The value estimate reported includes a reasonable exposure time prior to the consummation of a sale, on the effective dates of the appraisal. The exposure time for the subject property is estimated at 12 months or less. The period of time necessary to market and sell the property at or near the fee simple value, after the effective date of appraisal is estimated to be the same, at 12 months or less.

The value estimate reported includes a reasonable exposure time prior to the consummation of a sale, on the effective dates of the appraisal. The exposure time for the subject property is estimated at 12 months or less. The period of time necessary to market and sell the property at or near the fee simple value, after the effective date of appraisal is estimated to be the same, at 12 months or less.

November 11, 2024
Lynne Ladner
Town Manager/Finance Director
Page Two

I am not an expert in determining the presence or absence of hazardous substances defined as all hazardous or toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction, or otherwise present on the property. I assume no responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The value estimate is based on assumption that the subject property is not so affected.

This letter of transmittal precedes the summary appraisal report, further describing the property and containing the reasoning and most pertinent data leading to the final value estimate. Your attention is directed to the General Assumptions, General Limiting Conditions and Certificate of Appraisal, which are included within the text of this report.

Respectfully submitted,

M. R. FORD & ASSOCIATES, INC.



Michael R. Ford, MAI, SRA
Cert Gen RZ 31

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Subject Photos
Zoning and Land Use Map
Land Sale Aerials
Appraiser Qualifications

The undersigned does hereby certify that:

To the best of my knowledge, the statements of fact contained in this appraisal are true and correct and that the analyses, opinions and conclusions are limited only by the general assumptions and limiting conditions included within this report and are my personal, unbiased, professional opinions.

I have no present, prospective, or contemplated future interest in the real estate that is the subject of this appraisal and that I have no personal interest or bias with regard to the parties involved.

I further certify that the compensation for this appraisal is in not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan. I have not previously provided appraisal services regarding these properties prior to being engaged for this assignment.

This appraisal report has been prepared in conformance with and its use is subject to the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, regulations issued by the federal banking regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), and the requirements of the Code of Professional Ethics and Standards of Professional Practice (SPP) of the Appraisal Institute.

This appraisal was also prepared in conformance with the requirements of the State of Florida for State-Certified Appraisers. The signatory to this report is a State-Certified General Real Estate Appraiser. As such, my analyses, opinions or conclusions were developed and this report prepared, in conformity with the current requirements of the State of Florida for state-certified appraisers. State certification requires bi-annual renewal based on a stipulated program of continuing appraisal education. The undersigned appraisers are current on their continuing education requirements.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives and by the State of Florida relating to the Real Estate Appraisal Sub-Committee of the Florida Real Estate Commission.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. As of the date of this report Michael R. Ford, MAI, SRA has completed the requirements under the continuing education program of the Appraisal Institute.

The undersigned certifies that he personally viewed the subject property and every comparable included in this report.

I have formed the opinion that the market value of the fee simple interest in the subject property, "as is", effective November 1, 2024, was: **\$283,000**.

M. R. FORD & ASSOCIATES, INC.



Michael R. Ford, MAI, SRA
Cert Gen RZ 31

Location:	The subject properties are located adjacent north of Ocean Ridge Town Hall on the west side of Spanish Creek in the Town of Ocean Ridge, Florida.
Street Address:	Neither parcel is accessible via cars, only by boat via Spanish Creek, located adjacent east of the two properties.
Type of Property:	The combined size of the two parcels is 1.73 acres. Both are vacant and overgrown with mangroves on their upland areas. Parcel 1, the northern parcel is mostly submerged land, with the western portion of it being low lying mangroves subject to tidal flooding, while Parcel 2 is almost totally low lying mangroves subject to tidal flooding. The north parcel has single family residential zoning, while the south parcel has multi-family residential zoning.
Interest Appraised:	Fee simple
Site Description:	
Shape	Both parcels have reasonably rectangular shapes, except along their Spanish Creek water frontage.
Size	1.73 acres total, with Parcel 1 containing .55 acres, and Parcel 2 containing 1.18 acres.
Frontage	Parcel 1 is almost entirely submerged, with a width of approximately 100 feet, and approximate respective north and south boundaries of 245 and 216 feet. Parcel 2 is approximately 240 feet wide with approximate respective north and south boundaries of 216 and 250 feet. Parcel 2's south boundary of approximately 250 feet is adjacent to the rear portion of the Ocean Ridge Town Hall parcel to its south.
Highest and Best Use:	
As if Vacant	Conservation for both.
As Improved	Not applicable to these vacant conservation parcels.
Value Indications:	Fee Simple Interest
Cost Approach	N/A
Income Approach	N/A
Sales Comparison Approach	\$283,000
Final Value Estimate:	\$283,000
Date of Valuation:	November 1, 2024
Date of Report:	November 11, 2024
Conditions:	This appraisal is subject to the <u>General Assumptions</u> , <u>General Limiting Conditions</u> and <u>Certificate of Appraisal</u> included in the text.

1. The legal descriptions used in this report are assumed to be correct.
2. No survey of the properties has been made by the consultant and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.
3. No responsibility is assumed for matters of legal nature affecting title to the properties nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information and data furnished by others is usually assumed to be true, correct and reliable. When such information and data appears to be dubious and when it is critical to the analysis, a reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the consultant.
5. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. The properties are analyzed as though under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the properties, subsoil, or structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. Full compliance with all applicable federal, state and local environmental regulations and laws is assumed, unless noncompliance is stated, defined and considered in this report.
8. Full compliance with all applicable zoning and use regulations and restrictions is assumed, unless a nonconformity has been stated, defined and considered in this report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. The use of the land and improvements is assumed to be within the boundaries of the properties described and that there is no encroachment or trespass unless noted in this report.
11. I am not an expert in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, wastes, pollutants or contaminants used in construction, or otherwise present on the property. I assume no responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The value estimate is based on the assumption that the subject properties are not so affected see special limiting condition).
12. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue I have not considered possible noncompliance issues, if any, in valuing the subject properties.

1. The consultant will not be required to give testimony or appear in court because of having made this analysis, with reference to the property in question, unless arrangements have been previously made thereof.
2. Possession of the report, or copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the consultant, and in any event only with proper written qualifications and only in its entirety.
3. The distribution of the total valuation in this report between land and improvements, if any, applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
4. No environmental impact studies were either requested or made in conjunction with this analysis, and the consultant hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research or investigation.
5. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the consultant. Nor shall the consultant, firm or professional organization of which the consultant is a member, be identified without written consent of the consultant.
6. Neither my name nor this report may be used in connection with any financing plan which would be classified as a public offering under state or federal securities laws.
7. Acceptance of and/or use of this report constitutes acceptance of the foregoing General Assumptions and General Limiting Conditions.

Definitions

Market Value

The term "Market Value" is defined for this appraisal as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests
- (3) A reasonable time is allowed for exposure in the open market
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Department of the Treasury, Office of Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of Thrift Supervision and National Credit Union Administration under 12 CFR Part 34, Real Estate Appraisal and Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), and the Interagency appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010.

Fee Simple Interest: Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation.²

Highest and Best Use: That reasonably probable and legal use of vacant and or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.¹

Purpose of Appraisal

The purpose of this appraisal report was to estimate the market value of the fee simple interest in the subject property as of the effective date of the appraisal, in "as is" condition in accordance with the Uniform Standards of Professional Appraisal Practice.

Client: Town of Ocean Ridge.

Intended User: The Town of Ocean Ridge, or assigns are the sole intended users for this appraisal.

Intended Use: The Town of Ocean Ridge is considering a purchase of the two properties.

¹ The Dictionary of Real Estate Appraisal - Seventh Edition, Appraisal Institute

Competency of Appraiser

The appraiser's specific qualifications are included in the Addenda section of this report. These qualifications serve as evidence of his competence for the completion of this appraisal assignment in compliance with the *competency provision* contained within the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation. I have previously provided appraisal services for numerous vacant conservation properties like the subject in Palm Beach County.

Scope of Appraisal

The scope of this appraisal report was to estimate the market value of the fee simple interest of the subject properties as of the November 1, 2024 effective date of the appraisal. The two parcels are vacant, undevelopable conservation sites. I have utilized only the sales comparison in estimating the market value of the subject properties. The income approach is not applicable due to the absence of any income producing capability for either parcel. Likewise, the cost approach is not applicable due to the absence of any improvements.

Real estate assessments and taxes, land use plan and zoning were verified with various departments in the Town and Palm Beach County.

In estimating value, I have inspected the subject properties as well as the surrounding economic neighborhood and collected and analyzed pertinent data such as sales of similar properties. In conducting my research and analysis, several sources of data were employed. I consulted with key personnel at the Palm Beach County Property Appraiser's office for comparable sales data and conducted my own research for sales on their on-line sales search data bank. I also consulted with key personnel at the Palm Beach County Environmental Resource Management Department, with the Town of Ocean Ridge Manager and Zoning Director, and referred to data within appraisals others and I have prepared on similar properties recently.

Interest Appraised

Fee simple Interest

Exposure Time and Marketing Period

I have estimated a typical marketing period for the subject of twelve months or less. This estimate is based on analysis of the sales utilized, and conversations with local commercial real estate brokers. There is strong demand for industrial properties similar to the subject. This assumes that the properties will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar type properties. The exposure time is presumed to have occurred prior to the effective valuation date. It was also estimated at twelve months or less.

Aerial Photos of Parcel 1 (Top) and 2 with approximate dimensions measured for each.



Location

The properties are located adjacent north of Ocean Ridge Town Hall on the west side of Spanish Creek in the Town of Ocean Ridge, Florida.

Type of Property

The combined size of the two parcels is 1.73 acres. Both are vacant and overgrown with mangroves on their upland areas. Parcel 1, the northern parcel is mostly submerged land, with the western portion of it being low lying mangroves subject to tidal flooding, while Parcel 2 is almost totally low lying mangroves subject to tidal flooding. The north parcel has single family residential zoning, while the south parcel has multi-family residential zoning.

Legal DescriptionsParcel 1

The North 100 feet of the South 620.17 feet of Government Lot 5, Section 22, Township 45 South, Range 43 East, lying West of the Spanish River as in the records of Palm Beach County, Florida.

Subject Parcel 1 is also described as Palm Beach County Property Appraiser Parcel ID Number 46-43-45-22-00-005-0040.

Source: Special Warranty Deed dated October 1, 2014 as recorded in Palm Beach County Official Records Book 27082, Page 0057.

Parcel 2

Tract "A", according to the Plat of Spanish Creek, as recorded in Palm Beach County Plat Book 113, Page 48 of the Palm Beach County Public Records.

Subject Parcel 2 is also described as Palm Beach County Property Appraiser Parcel ID Number 46-43-45-22-00-001-0000.

Source: Palm Beach County Property Appraiser and Palm Beach County Public Records.

Easements and Deed Restrictions

I was not provided with a survey or a title search for this appraisal. I am not aware of any unusual easements or deed restrictions impacting parcel 1. The majority of Parcel 2 is encumbered by a conservation easement which was recorded at OR Book 11740, Page 54. It was granted to the State of Florida Department of Environmental Protection, and requires that the property owner, its successors or assigns bear all costs and liability relating to the operation and maintenance of the lands in a natural vegetative and hydrologic condition existing at the time of execution (7-1-99). I inquired with Lynne Ladner, Town Manager as to whether taking on this obligation would impact the Town's willingness to buy the property, and she stated that it would be the Town's intent to encumber all of the land they intend to buy with similar conservation easement obligations, so there is no adverse impact from the existing conservation easement.

Property History

According to the Palm Beach County Public Records, both of the Subject Parcels are under the ownership of Spanish Creek LLC. Parcel 1 was purchased on October 1, 2014 from North Broward Hospital District for \$12,500 as indicated by the Special Warranty Deed recorded in Palm Beach County Official Records Book 27082, Page 0057. The purchase of Parcel 1 is considered and further discussed in the following Land Value Analysis. Parcel 2 was purchased in conjunction with the adjacent upland parcels to the east from Capstone Realty, Inc. for \$1,200,000 as indicated by the Special Warranty Deed recorded in Palm Beach County Official Records Book 23589, Page 0664. This property was subsequently platted with a subdivision called Spanish Creek as recorded in Plat Book 113, Page 38 of the Palm Beach County Public Records. Parcel 2, which is Tract "A" of this plat, was reserved for future development by Spanish Creek LLC. However, the majority of Parcel 2 is encumbered by a conservation easement as indicated by the Conservation Easement Deed dated April 25, 2000 as recorded in Palm Beach County Official Records Book 11740, Page 54. This conservation easement requires the owner, its successors or assigns to bear all costs and liability relating to the operation and maintenance of the lands in a natural vegetative and hydrologic condition existing at the time of execution. To my knowledge, the Subject Property was not listed for sale or under contract as of the appraisal date.

Flood Hazard Statement

According to the survey provided for this appraisal, U.S. Department of Housing and Urban Development's Federal Administration Flood Insurance Rate Map, Community Panel Number 125134 0001C, the subject is located in zone A-5, within an area of the 100 year flood, requiring flood insurance.

Zoning and Land Use

Parcel 1 is zoned RSF, Residential Single Family, and Parcel 2 is zoned RMM, Medium Density Multiple Family Residential, at a density not to exceed 5 units per gross acre. Their future land use designations are identical. The zoning of the two parcels is of no consequence, as neither has vehicular access, and neither is buildable. When they are acquired by the Town the zoning and land use designations will be changed to Conservation.

Assessment and Taxes

The subject properties are identified on the tax records as two separate folio numbers summarized in the table which follows.

Parcel #	2024 Assessed Values							2024 Taxes
	Acres	Land	AV/SF	Imps	Bldg Size	AV/SF	Total	
46-43-45-22-00-005-0040	.55	\$18,150	\$.52	\$0	None	\$0	\$18,150	\$312
46-43-45-22-46-001-0000	1.18	\$354	\$.01	\$0	None	\$0	\$354	\$7
Totals	2.73	\$18,504	\$.16	\$0	None	\$0	\$18,504	\$319

The assessed value for both parcels is below what the sales I have found for comparison indicate, and the taxes on both are lower than would be the case with higher estimates of value. When the two parcels are acquired by the Town of Ocean Ridge, the under assessment situation will be of little importance, since neither will be subject to taxation due to public ownership.

Topography

Both parcels are vacant and overgrown with mangroves on their upland areas. Parcel 1, the northern parcel is mostly submerged land, with the western portion of it being low lying mangroves subject to tidal flooding, while Parcel 2 is almost totally low lying mangroves subject to tidal flooding. The USDA Web Soil Survey shows the soil type on both parcels is Wulfert and Durbin muck, tidal, which is typical for mangrove swamp areas. This soil type is not suitable for development.

Utilities

Neither parcel has public utilities extended to it. Water and sewer service to this area is provided by the City of Boynton Beach, with electricity by FP&L, and phone and internet services by a variety of carriers.



Walnut Creek, Berkeley, Davis

[illegible]

Palm Beach County

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Employment and Labor Force

Establishments 2020, preliminary	Palm Beach County	Florida	Establishments % of All Industries, 2020, preliminary	Palm Beach County	Florida
All Industries	71,173	879,838	All Industries	71,173	879,838
Natural Resource & Mining	800	8,788	Natural Resource & Mining	0.8%	0.7%
Construction	6,279	83,713	Construction	8.8%	8.4%
Manufacturing	1,808	28,884	Manufacturing	2.5%	2.0%
Trade, Transportation and Utilities	10,480	181,481	Trade, Transportation and Utilities	14.7%	17.2%
Information	1,480	18,787	Information	2.0%	2.2%
Financial Activities	6,587	88,110	Financial Activities	9.3%	10.8%
Professional & Business Services	18,804	238,884	Professional & Business Services	26.4%	28.8%
Education & Health Services	8,703	138,471	Education & Health Services	12.2%	11.4%
Leisure and Hospitality	4,858	88,582	Leisure and Hospitality	6.8%	7.8%
Other Services	8,880	88,838	Other Services	12.5%	8.8%
Government	288	8,831	Government	0.4%	0.7%
Average Annual Employment % of All Industries, 2020, preliminary	Palm Beach County	Florida	Average Annual Wages 2020, preliminary	Palm Beach County	Florida
All Industries	888,888	8,880,240	All Industries	\$74,800	\$68,400
Natural Resource & Mining	1.0%	0.7%	Natural Resource & Mining	\$48,100	\$48,588
Construction	8.4%	8.8%	Construction	\$72,788	\$68,808
Manufacturing	2.2%	4.2%	Manufacturing	\$68,888	\$78,521
Trade, Transportation and Utilities	11.2%	20.2%	Trade, Transportation and Utilities	\$80,288	\$88,188
Information	1.8%	1.8%	Information	\$108,880	\$112,788
Financial Activities	8.8%	7.8%	Financial Activities	\$180,000	\$180,888
Professional & Business Services	18.4%	18.7%	Professional & Business Services	\$100,788	\$88,578
Education & Health Services	10.7%	18.7%	Education & Health Services	\$88,100	\$88,870
Leisure and Hospitality	14.2%	13.4%	Leisure and Hospitality	\$58,788	\$58,800
Other Services	1.8%	3.8%	Other Services	\$80,788	\$88,587
Government	0.3%	1.2%	Government	\$77,288	\$87,718
Industries reported with 0 total services and hospitality are considered					
Labor Force as Percent of Population Aged 18 and Older	Palm Beach County	Florida	Unemployment Rate	Palm Beach County	Florida
2000	80.4%	83.7%	2000	4.2%	3.7%
2010	80.4%	81.8%	2010	10.4%	10.4%
2020	80.4%	88.8%	2020	8.0%	8.1%
2021	80.4%	88.1%	2021	4.7%	4.7%
2022	81.8%	88.8%	2022	3.0%	3.0%
2023	82.8%	88.8%	2023	3.0%	3.0%
Income and Financial Health					
Personal Income (\$000s)	Palm Beach County	Florida	Per Capita Personal Income	Palm Beach County	Florida
2000	\$81,888,871	\$871,888,082	2000	\$48,308	\$38,587
2010	\$70,887,870	\$738,888,148	2010	\$84,880	\$88,778
% change 2000-2010	-11.1%	-18.8%	% change 2000-2010	71.1%	32.0%
2020	\$137,788,788	\$1,231,121,888	2020	\$80,200	\$88,881
% change 2010-2020	88.8%	87.1%	% change 2010-2020	88.1%	88.0%
2021	\$188,274,811	\$1,378,878,880	2021	\$100,288	\$88,578
% change 2020-2021	12.7%	12.8%	% change 2020-2021	12.0%	11.8%
2022	\$188,888,171	\$1,441,888,818	2022	\$108,288	\$88,808
% change 2021-2022	4.8%	4.7%	% change 2021-2022	8.8%	2.7%
Rankings by Place of Work (\$000s)	Palm Beach County	Florida	Median Income	Palm Beach County	Florida
2000	\$28,284,408	\$28,781,787	Median Household Income	\$78,288	\$87,817
2010	\$33,500,280	\$38,288,583	Median Family Income	\$80,201	\$81,814
% change 2000-2010	18.1%	43.2%	Percent in Poverty, 2020		
2020	\$87,888,880	\$88,888,287	All ages in poverty	11.1%	12.7%
% change 2010-2020	72.7%	88.7%	Under age 18 in poverty	17.2%	17.2%
2021	\$88,428,881	\$78,288,882	Related children age 0-17 in families in poverty	14.8%	18.1%
% change 2020-2021	13.8%	12.4%			
2022	\$70,888,288	\$84,288,878			
% change 2021-2022	-13.2%	8.8%			
Workers Aged 18 and Over	Palm Beach County	Florida	Personal Bankruptcy Filing Rate (per 1,000 population)	Palm Beach County	Florida
Place of Work in Florida			12-Month Period Ending September 30, 2020	0.8%	1.1%
Worked outside county of residence	8.8%	17.2%	12-Month Period Ending September 30, 2021	0.8%	1.1%
Travel Time to Work			Risk Rank	20	18
Mean travel time to work (minutes)	28.8	27.8	Risk Rank (Super 14, Super 18)		

Palm Beach County

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Reported County Government Revenues and Expenditures

Revenue 2020-21 Total - All Revenue Account Codes (\$000s)	Palm Beach County	Florida ¹	Expenditures 2020-21 Total - All Expenditure Account Codes (\$000s)	Palm Beach County	Florida ²
Per Capita \$	\$2,479.60	\$2,882.48	Per Capita \$	\$2,413.04	\$2,880.44
% of Total	100.0%	100.0%	% of Total	100.0%	100.0%
Taxes (\$000s)	\$1,814,500.2	\$28,700,000.0	General Government Services**	\$603,609.88	\$30,800,327.83
Per Capita \$	\$1,007.68	\$1,274.40	Per Capita \$	\$451.67	\$1,481.18
% of Total	72.8%	99.2%	% of Total	24.7%	60.1%
Fees, Fines, and Special Assessments (\$000s)	\$148,142.8	\$2,079,791.7	Public Safety	\$1,318,211.68	\$15,840,881.58
Per Capita \$	\$87.27	\$187.68	Per Capita \$	\$877.38	\$880.23
% of Total	5.9%	8.0%	% of Total	54.4%	57.7%
Intergovernmental Revenues (\$000s)	\$848,025.1	\$6,184,760.1	Physical Enhancement	\$608,000.02	\$8,288,024.82
Per Capita \$	\$423.68	\$403.68	Per Capita \$	\$358.18	\$282.18
% of Total	34.1%	21.2%	% of Total	25.2%	8.8%
Charges for Services (\$000s)	\$1,080,076.8	\$25,760,013.4	Transportation	\$218,820.83	\$8,880,088.87
Per Capita \$	\$728.71	\$1,107.82	Per Capita \$	\$213.87	\$278.81
% of Total	43.4%	88.4%	% of Total	8.9%	7.5%
Judgments, Fines, and Penalties (\$000s)	\$8,738.8	\$38,718.4	Economic Development	\$10,114.48	\$1,075,238.18
Per Capita \$	\$4.68	\$19.22	Per Capita \$	\$79.28	\$89.88
% of Total	0.3%	0.1%	% of Total	0.4%	0.8%
Miscellaneous Revenues (\$000s)	\$88,881.8	\$4,487,074.1	Human Services	\$115,228.13	\$4,884,388.07
Per Capita \$	\$45.68	\$213.82	Per Capita \$	\$79.38	\$224.88
% of Total	3.6%	8.8%	% of Total	4.7%	8.1%
Other Sources (\$000s)	\$821,815.8	\$12,881,841.8	Culture / Recreation	\$337,518.28	\$1,784,823.73
Per Capita \$	\$427.18	\$871.73	Per Capita \$	\$261.38	\$88.88
% of Total	33.2%	54.7%	% of Total	13.8%	2.5%
			Other Users and Non-Operating (\$000s)	\$840,768.37	\$10,100,703.21
			Per Capita \$	\$283.37	\$483.84
			% of Total	34.7%	35.1%
			County Related Expenditures (\$000s)	\$75,888.08	\$3,358,783.87
			Per Capita \$	\$48.18	\$144.88
			% of Total	3.1%	3.8%

¹ All County Governments Except Duval / The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

² (Not Court Related)

Quality of Life

	County	Florida
Crime rate, 2020 (Index crimes per 100,000 population)	2,288.4	2,084.0
Admissions to prison FY 2022-23	1,020	27,208
Admissions to prison per 100,000 population FY 2022-23	68.7	150.2

State Infrastructure

	County	Florida
Transportation		
State Highway		
Construction Miles	478.7	12,123.4
Lane Miles	2,594.8	48,327.8
State Bridges		
Number	284	7,079
Water Facilities		
Buildings/Facilities (min. 500 Square Feet)		
Number	148	8,428
Square Footage	1,884,181	88,838,184
Conservation Land (land areas only)		
State Owned (includes partially owned)	282,864	8,886,323
% of Total Conservation Land (CL)	80.4%	84.8%
% of Total Area Land	23.2%	18.8%
% of Florida State Owned CL	8.1%	

Other County Profiles
Criminal Justice County Profiles
School District Profiles

Health Insurance Status

	County	Florida
Percent Insured by Age Group		
Under 18 years	83.7%	88.1%
Under 18 years	81.1%	82.7%
18 to 64 years	81.1%	83.8%

State and Local Taxation

2023	Palm Beach County	Not County/State ³
County	6,8168	
State	8,4870	
Municipal		3,0000
Special Districts	1,4268	1,0884

Not included in the County/State/County category

Education

	Palm Beach County	Florida
Public Education Schools		
Traditional (K-12)	208	3,7187
Total (state total includes special districts)		
Elementary	158	1,6377
Middle	37	588
Senior High	48	728
Continuation	38	818
Education attainment		
Persons aged 25 and older		
% HS graduate or higher	88.0%	88.0%
% bachelor's degree or higher	38.8%	33.0%

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Report for 2023



The relationship of the Subject Property with surrounding properties forms the basis of neighborhood analysis. The Appraisal of Real Estate, 14th Edition on page 165 states: "The boundaries of market areas, neighborhoods, and districts identify the areas that influence a subject property's value. These boundaries may coincide with observable changes in land use or demographic characteristics. Physical features such as structure types, street patterns, terrain, vegetation, and lot sizes help to identify land use districts. Transportation arteries (highways, major streets, and railroads), bodies of water (rivers, lakes, and streams), and changing elevation (hills, mountains, cliffs, and valleys) can also be significant boundaries." The Subject Property is located in the southern coastal portion of Palm Beach County on the barrier island known as the Town of Ocean Ridge. The Subject neighborhood is considered to be bounded on the north by the Boynton Beach Inlet, the south by Woolbright Road Boulevard, the east by the Atlantic Ocean, and on the west by the Intracoastal Waterway. The neighborhood includes the most of the northern portion of the Town of Ocean Ridge.

Access to and through the neighborhood is good. The primary north/south traffic artery through the Subject neighborhood is State Road A-1-A also known as North Ocean Boulevard. State Road A1A extends the length of Florida's East Coast and provides the neighborhood access to the Town of Palm Beach to the north and the City of Fort Lauderdale to the south. Access to the mainland is provided by East Ocean Avenue and East Woolbright Road. East Ocean Avenue provides the neighborhood with access over the Intracoastal Waterway to the City of Boynton Beach and US Highway 1 (Federal Highway). Access to Interstate 95 is provided by NE 2nd Avenue, which is two blocks north of East Ocean Avenue in the City of Boynton Beach. NE 2nd Avenue also known as Boynton Beach Boulevard, provides also provides access to Florida's Turnpike. East Woolbright Road, the southern boundary of the neighborhood, also provides access to the mainland over the Intracoastal Waterway to US Highway 1, Interstate 95 and western areas of the City of Boynton Beach.

The Subject neighborhood has been almost fully developed for many years with a wide variety of residential dwelling units. These range from small rental units to multimillion dollar single-family homes. The upper ends of the range are properties with Intracoastal Waterway or Atlantic Ocean frontage. There is no commercial development in the Subject Neighborhood. The City of Boynton Beach, located across the Intracoastal Waterway to the west, provides all shopping, healthcare services and schools.

It should be noted that many of the Intracoastal Waterway fronting properties in the Subject neighborhood involved mangrove properties that were cleared, bulk headed and filled for residential development many years ago prior to the implementation of the current development restrictions regarding mangroves. There are two remaining such mangrove areas along the Intracoastal Waterway to the north and south of East Ocean Avenue. Most of these mangrove areas are now owned by either Palm Beach County or the Town of Ocean Ridge. Several portions, including the Subject Parcels, are still under private ownership. Due to the stringent development and use restrictions governed by the Department of Environmental Protection (State) and the Army Corps of Engineers (Federal), we do not expect any of these properties to be developed in the future.

Conclusion

The Subject neighborhood is an established residential area. It consists of the barrier island known as the Town of Ocean Ridge bounded by the Atlantic Ocean on the east and the Intracoastal Waterway on the west. The only significant remaining undeveloped areas are mangrove properties located along the Intracoastal Waterway. These areas are not expected to be developed and the character of the neighborhood is not expected to change in the foreseeable future.

In order to estimate the highest and best use of the subject properties, I have considered those uses which are legally permissible, physically possible, and economically feasible and which would result in the highest return to the land. Consideration must be given to the site characteristics such as size, shape, location, access to roadways, availability of utilities and public services and surrounding land uses.

An analysis of the highest and best use of any property involves two separate studies: (1) an analysis of the site "as if vacant" and (2) an analysis of the subject property, "as improved."

I have considered the criteria for highest and best use and have concluded in the opinion that the highest best use for the subject properties "as if vacant" is for conservation use. The highest and best use of the subject as improved is not applicable due to the absence of improvements.

My estimate of the highest and best use of the subject site was based on the following legal, physical and economic considerations.

"AS IF VACANT"

Legal

While the properties have residential use zoning, neither could be developed due to the following physical problems with both. Both properties are covered with mangrove swamps subject to tidal flooding on their upland areas, and could not be developed by virtue of their submerged land and mangroves which are subject to serious environmental preservation regulations which would preclude development for residential use. A substantial portion of Parcel 2 has a conservation easement encumbering it, which would also preclude development.

Physical

Size, Access, Configuration and Topography

The combined site contains 1.73 acres, and both properties are covered with mangrove swamps subject to tidal flooding on their upland areas, and are not physically accessible via any roads. Neither property has utilities extended to it.

Economic Feasibility

The subject sites have good exposure for residential use by virtue of their Spanish Creek frontage. However, environmental regulations and the conservation easement and the significant amount of submerged land would preclude any possibility of the economic feasibility of development.

Conclusion

The highest and best use for both parcels is for conservation purposes.

Since there are no improvements on either parcel, highest and best use as improved is not applicable.

There are three traditional approaches normally used by appraisers in the estimation of market value. These three approaches provide data from three market perspectives. These three techniques are the cost approach, the sales comparison approach and the income approach.

The Cost Approach is the sum of the land value and the cost new of the improvements less accrued depreciation. The cost approach is based on the premise that an informed, rational investor/purchaser would pay no more for an existing property than it would cost him to reproduce a substitute property with the same utility without undue delay.

The Income Approach is based on the premise that a prudent investor would pay no more for the subject property than he would for another investment with similar risk and return characteristics. Since the value of an investment can be considered equal to the present worth of anticipated future benefits in the form of dollar income or amenities, this approach estimates the present value of the net income that the property is capable of producing. This amount is capitalized at a rate which should reflect risk to the investor and the amount of income necessary to support debt service or the mortgage requirement.

The Sales Comparison Approach is the process for comparing prices paid for properties having a satisfactory degree of similarity to the subject property adjusted for differences such as time, location and physical characteristics. This approach is based upon the principle of substitution, which implies that a prudent purchaser will not pay more to buy a property than it would cost him to buy a comparable substitute property in a similar location.

Both the Cost and Income Approaches are not applicable to this appraisal due to the absence of any improvements.

I have utilized only the Sales Comparison Approach in estimating the market value of the subject property. The Sales Comparison Approach presentation begins on the next page.

Introduction

In estimating the Market Value of the Fee simple Title, the Sales Comparison Approach has been considered. In all, nine land sales occurring between March, 2011 and April, 2022 were analyzed. Comparisons were made between the sales and the subject, utilizing qualitative analysis in comparing the sales to the subject for various items of dissimilarity.

After making all the applicable comparisons, the respective value indications from each comparable were then evaluated in terms of overall comparability, and were correlated into a single comparative unit value conclusion. In this case, price per square foot land area is deemed the most appropriate unit of comparison. Aerial photos for each of the sales are in the addenda section of this report.

Below is an outline of the remainder of this section of the report:

- 1) Location Map, summary and comparison chart for land sales, followed by a discussion of the comparisons of the price per square foot indications.
- 2) Conclusion via the Sales Comparison Approach.



24131 LAND SALES COMPARISON CHART									
Sale No.	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6	Sale 7	Sale 8	Sale 9
Grantor	Woolbright Riverwalk	N Broward Hospital	Flato & Fenimore	POM Development	Chris & Bill Holdings	FBBB, LLC	Anuska V Demille	Ronald Kerrigan	Priest et al Trust
Grantee	Isram Riverwalk Land	Spanish Creek, LLC	Waterfront ICW Prop's	Granvita I, LLC	Granvita I, LLC	Isram Riverwalk Land	Mission Farms Everglades, LLC	Franklin De Hoet and Daniela De Hoet	Town of Ocean Ridge
OR BK/PG	24435/127	27082/57	27865/1766	28898/1853	28914/1721	28957/1641	32300/1285	32493/191	33523/74
Municipality	Boynton Beach	Ocean Ridge	Ocean Ridge	Boynton Beach	Boynton Beach	Boynton Beach	Ocean Ridge	Ocean Ridge	Ocean Ridge
Location	600' S of Woolbright Rd, 200' E of US-1, and 400' W of the Intracoastal Waterway.	Subject Parcel 1	Located 300' N of Subject Parcel 1 on Spanish Creek	820 NE7th Street on the Intracoastal Waterway	850 NE7th Street on the Intracoastal Waterway	600' S of Woolbright Rd, along W side of Intracoastal Waterway, and 400' E of US-1.	2 Whitney Way	4 Whitney Way	Located 220' NW of Subject Parcel 1 on the Intracoastal Waterway.
Sale Date	March 3, 2011	October 1, 2014	October 14, 2015	January 31, 2017	February 14, 2017	March 13, 2017	March 10, 2021	May 7, 2021	April 25, 2022
Sale Price	\$25,000	\$12,500	\$25,000	\$150,000	\$100,000	\$750,000	\$620,000	\$510,000	\$1,500,000
Size (Acres)	3.1900	0.55	3.21	1.71	0.6300	5.89	1.69	3.2300	9.13
Size (Sq.Ft.)	139,167	23,958	139,697	74,400	27,639	256568	73,560	140,651	397703
Price/Sq.Ft.	\$3.59	\$0.52	\$0.18	\$2.02	\$3.62	\$2.92	\$8.43	\$3.63	\$3.77
PCN	08-43-45-33-00-000-1460 & 1520	46-43-25-22-00-005-0040	46-43-25-22-00-005-0020	08-43-45-21-32-007-0180	08-43-45-21-32-007-0160 & 0170	08-43-45-33-00-000-1390 & 34-01-000-0030&0040	46-43-45-27-70-000-0010	46-43-45-27-70-000-0020	46-43-25-22-00-000-7010
Zoning	C3, Commercial	RSF, SF Res.	RSF, SF Res.	R3 MFRes.	R1-A, SF Res.	R3 MFRes.	RSF, SF Res.	RSF, SF Res.	RSF, SF Res.
Comments	Mangrove swamp located east of developed commercial properties and west of ICWW fronting submerged mangrove swamp. Bought for future mitigation.	Bought by adjacent owner for protection of his other properties. It is mostly submerged land with a small amount of mangrove swamp on its west end.	Bought by a land speculator hoping to fill the submerged land of Spanish Creek and extend a bridge to the site to access N Ocean Drive. Approvals were denied before closing, but he bought it anyhow. It is mostly submerged land with a small amount of mangrove swamp on its west end.	The same buyer bought the adjoining property north in February, 2017. See Sale 5. Mostly mangrove swamp with a small amount of submerged land to the east along the ICWW.	The same buyer bought the adjoining property south in January, 2017. See Sale 4. Mostly mangrove swamp with a small amount of submerged land to the east along the ICWW.	The same buyer bought the adjoining property west in March, 2011. See Sale 1. Mostly mangrove swamp with a small amount of submerged land to the east along the ICWW.	The site had some upland area, with most being wetlands. The owner got approval to build a home on a small part of the site and built Whitney Way on a portion of it. This sale is adjacent south of sale 8.	This site is mainly wetlands with access via newly built Whitney Way. The adjoining owner south obtained approval to build a home on that site.	Mostly mangrove swamp with a small amount of submerged land to the west along the ICWW. Access to the property only by boat. Bought by the town for conservation purposes.
QUALITATIVE ANALYSIS									
Interest Conveyed	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Conditions of Sale	Similar	Inferior	Inferior	Inferior	Similar	Similar	Similar	Similar	Similar
Market Conditions	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
General Location	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Size/Shape	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Access/Exposure	Similar	Similar	Similar	Similar	Similar	Similar	Superior	Similar	Similar
Zoning & Approvals	Similar	Similar	Similar	Similar	Similar	Similar	Superior	Similar	Similar
Overall	Similar @ \$3.59 per SF	Inferior @ \$0.52 per SF	Inferior @ \$0.18 per SF	Inferior @ \$2.82 per SF	Similar @ \$3.62 per SF	Similar @ \$2.92 per SF	Superior @ \$8.43 per SF	Similar @ \$3.63 per SF	Similar @ \$3.77 per SF

The nine sales considered most directly comparable to the subject are summarized on the previous page along with a table containing the analysis of the comparability of various elements of each property to the subject property. A discussion of each element of comparison considered follows.

Property Rights Conveyed

The purpose of this appraisal is to estimate the Market Value of the Fee simple Estate. Each of the sales were also sold in fee simple and were rated similar for this feature, as was the contract.

Financing

All were sold with financing typical of the market with no unusual terms or conditions that would necessitate adjustments.

Conditions of Sale

Sales 2, 3 & 4 had unusual conditions of sale which rendered them inferior to the subject and the other sales. They were rated inferior for conditions of sale by comparing them to other nearby parcels bought in or around the same time periods. For sales 2 & 3 the comparison was to sale 9, which had a much higher sale price per square foot indication. For sale, it was by comparison to sale 5, which also had a much higher sale price per square foot indication.

Market Conditions:

The sales closed in a time frame of March, 2011 to April, 2022. Comparison of the various older sales, such as the 2011 dated sale 1 to the adjacent 2017 dated sale 6 was indicative of a drop in price per SF over time, while sale 9, the most recent sale of any was higher than most. No clear indication of a value change over time was evident, so all were rated similar for market conditions relative to the November 1, 2024 date of this appraisal report.

General Location

The general location features of the sales were considered to have little consequence, since the highest and best use of nearly all of them was for conservation.

Size and Shape

Generally, smaller, more rectangular shaped industrial sites sell for higher prices relative to larger, more irregular shaped ones. The size and shape features of the sales were considered to have little consequence, since the highest and best use of nearly all of them was for conservation.

Access and Exposure

The subject sites are both accessible only via boats, and they both front on Spanish Creek. The site's extensive C-17 Canal frontage would be beneficial for multi-family development. The access and exposure features of the sales were considered to have little consequence, since the highest and best use of nearly all of them was for conservation. The one exception was sale 7 which was bought and partially developed with a residence. The buyer built the road in front of the upland part of the lot, providing it with suitable access for development. Sale 7 was rated superior to the subject for access and exposure features. The other sales were all rated similar to the subject parcels.

Zoning and Approvals

The subject sites carry residential zoning and land use designations, which are of no consequence given their absence of any residential development potential. All of the sales had either residential or commercial zoning at their dates of sale, which, in all but one case had no significance for the same reason. The exception was sale 7 which was developed with a single family residence. Sale 7 was rated superior for zoning and approvals.

Fee simple Land Value Conclusion As Is

After all of the comparisons, sales 2, 3 & 4 were rated inferior overall relative to the subject, and sold for prices ranging from \$0.18 to \$2.02 per square foot. Sale 7 was the only sale bought for practical development, and was rated superior. Five of the sales were rated similar, and ranged from \$2.92 to \$3.77 per SF. The value conclusion for the subject should be within the range from the similar rated sales. The highest priced similar rated sale is located in the closest proximity to the subject sites, and is the most recent sale of any. Considering each of the indications and their relative comparability, I have concluded at a fee simple market value of \$3.75 per square foot of land area. $\$3.75/\text{SF} \times 43,560 \text{ SF per acre} \times 1.73 \text{ acres} = \$282,596$, or \$283,000 (rounded).

In estimating the subject's fee simple value as is, I have considered three different but interrelated approaches to value: The Cost Approach, Sales Comparison Approach and the Income Approach.

The purpose of the Reconciliation Section is to evaluate the alternative value conclusions presented herein, and to ultimately arrive at a final value estimate. Below is a summary of the value estimates from each approach. Then, an assessment of each is undertaken, followed by the subject's final value estimate.

COST APPROACH	N/A
SALES COMPARISON APPROACH	\$283,000
INCOME APPROACH	N/A
CONCLUSION	\$283,000

The Cost Approach

The cost approach is not applicable in this appraisal because the subject parcels are both vacant with no improvements.

The Sales Comparison Approach

This value estimate is based on the analysis of nine land sales located in relatively close proximity to the subject strengthened the reliability of the Sales Comparison Approach. The value indication from the land sales at \$283,000 was well supported from the sales.

The Income Approach

This approach would be given no credence by potential buyers of the property because the subject parcels are both vacant with no improvements.

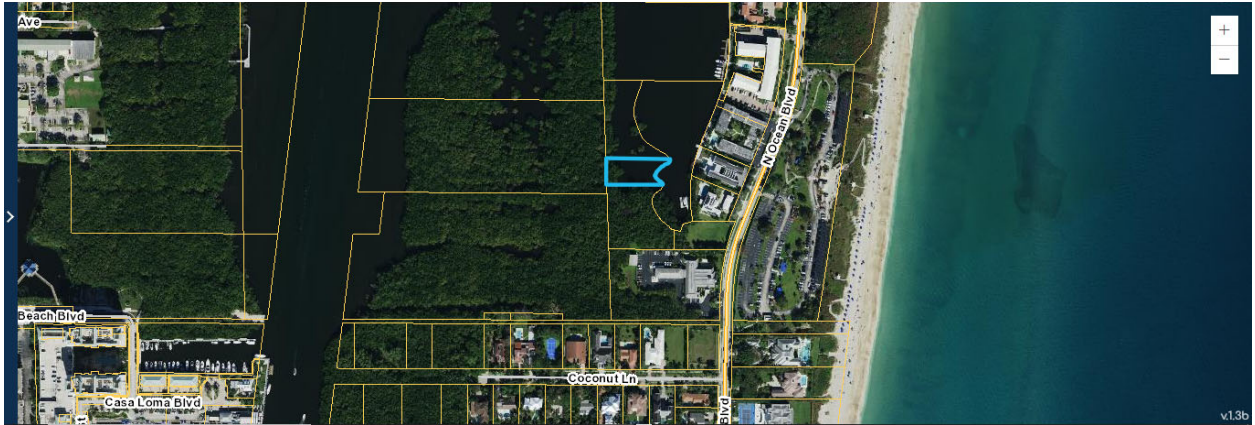
Final Fee simple Value Estimate

After considering all of the facts, data and analysis contained in this report I have given total weight to the value indication by the sales comparison approach to value and have estimated the Market Value of the Fee simple Estate, subject to the basic assumptions and limiting conditions contained herein, to be:

TWO HUNDRED EIGHTY THREE THOUSAND DOLLARS
(\$283,000)

ADDENDA

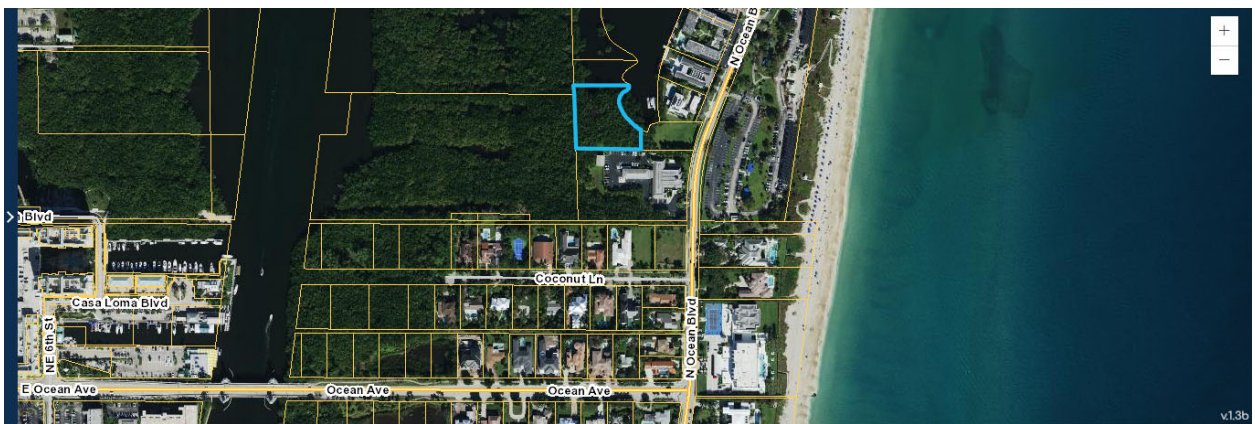
Subject Photos
Zoning and Land Use Map
Land Sale Aerials
Appraiser Qualifications



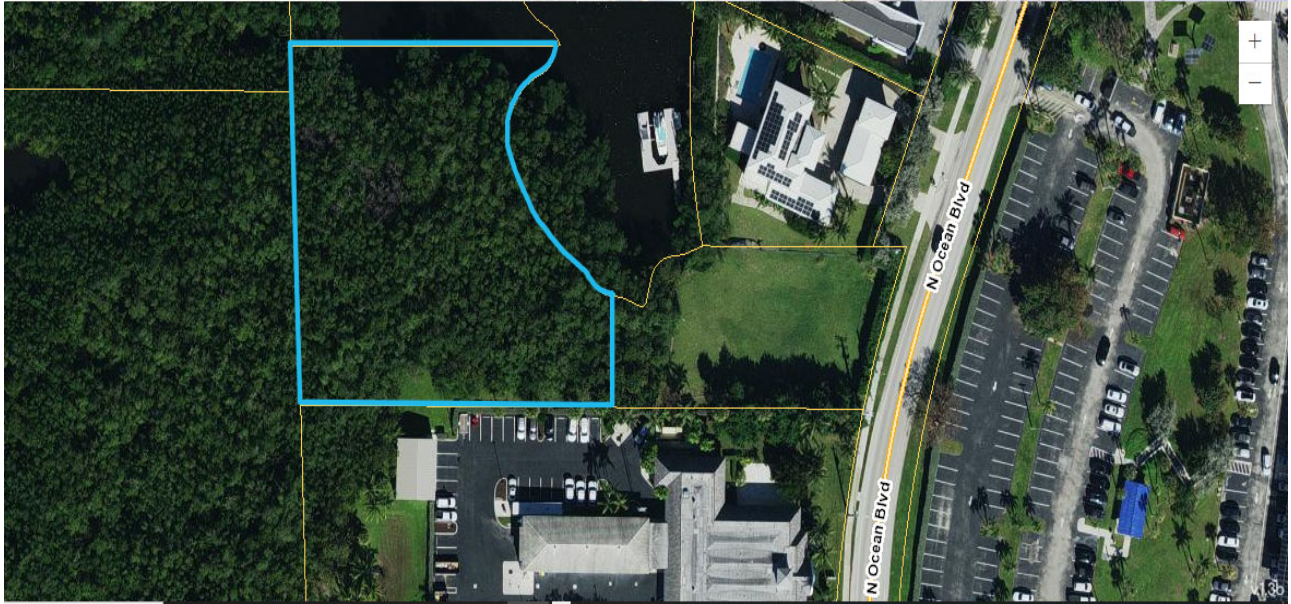
PARCEL 1 DISTANT AERIAL PHOTO OUTLINED IN BLUE



PARCEL 1 CLOSEUP AERIAL PHOTO OUTLINED IN BLUE



PARCEL 2 DISTANT AERIAL PHOTO OUTLINED IN BLUE



PARCEL 2 CLOSEUP AERIAL PHOTO OUTLINED IN BLUE



FACING NW ACROSS SPANISH CREEK TOWARD PARCEL 1



FACING SW ACROSS SPANISH CREEK TOWARD PARCEL 2'S SOUTH PORTION



FACING WEST ACROSS SPANISH CREEK FROM EDERS' DOCK TOWARD PARCEL 2'S NORTH PORTION



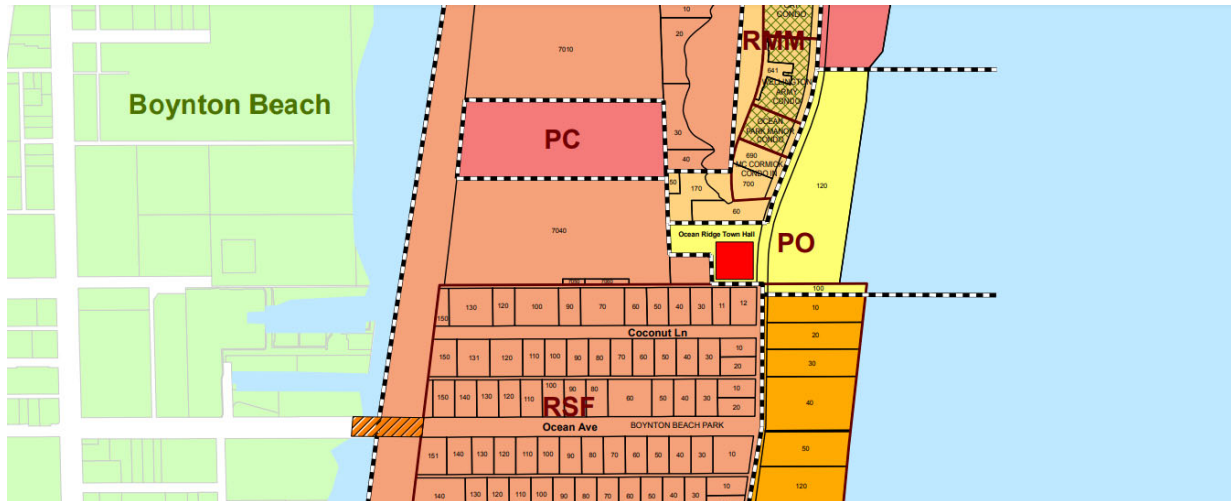
FACING NORTH OVER SPANISH CREEK FROM EDERS' DOCK



TOWN HALL VIEWED FROM OCEAN BOULEVARD



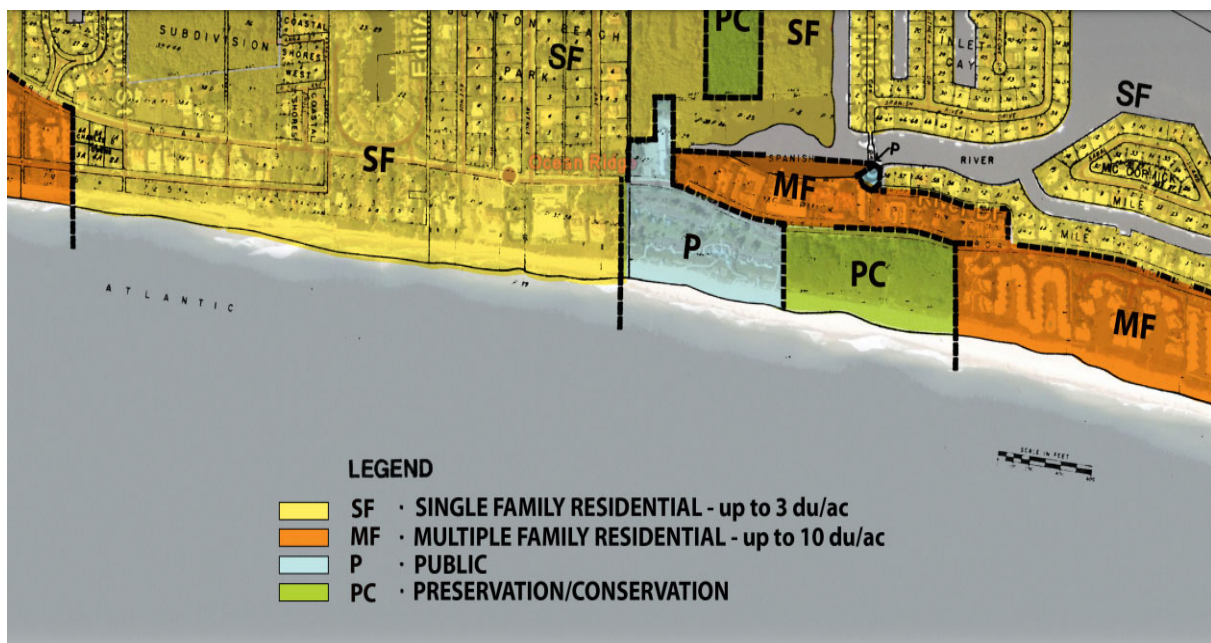
FACING NORTH FROM REAR OF TOWN HALL PROPERTY TOWARD SOUTH END OF PARCEL 2



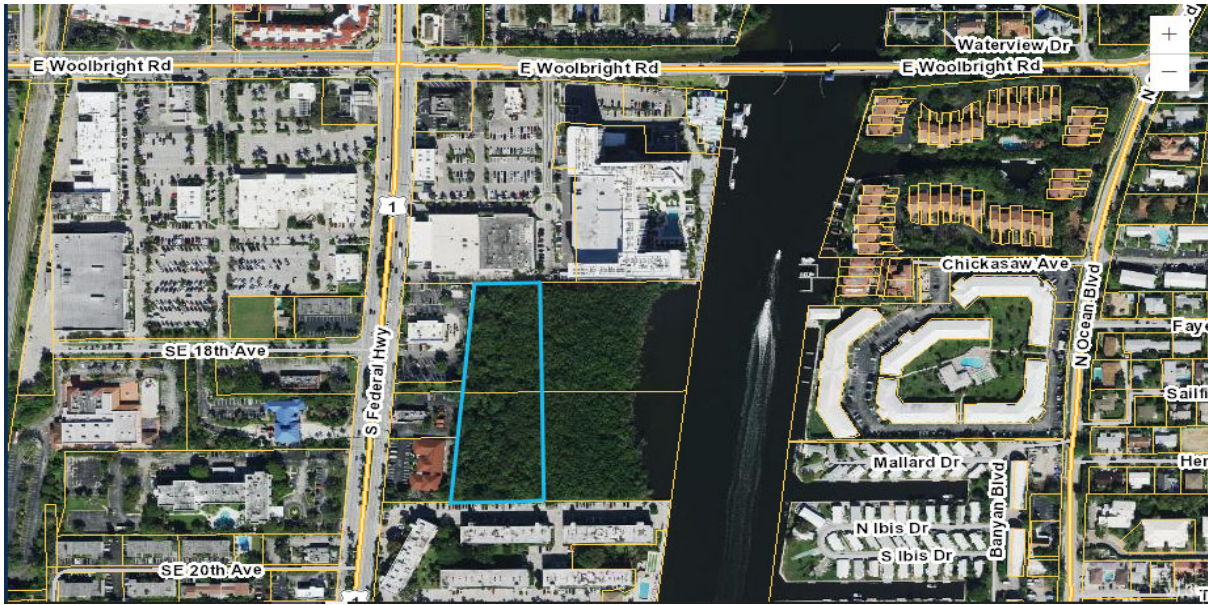
OCEAN RIDGE ZONING MAP ABOVE

The two subject parcels are adjacent north of Town Hall above, with Parcel 2 having RMM zoning, and Parcel 1 having RSF zoning.

OCEAN RIDGE PLANNING MAP BELOW



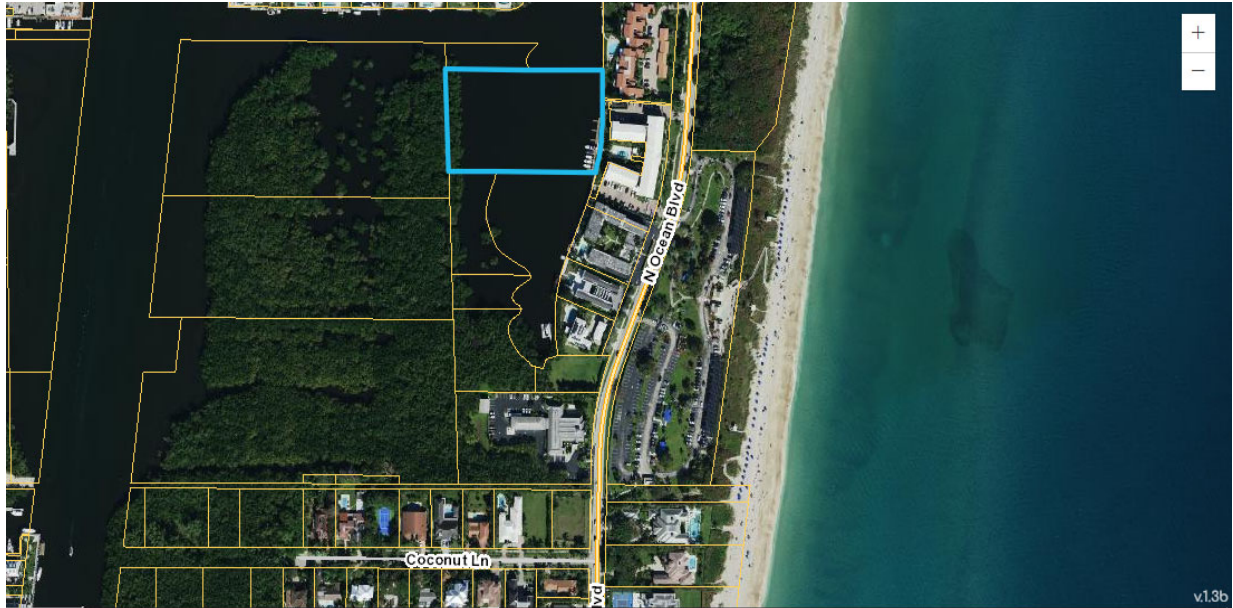
Both parcels are located adjacent north of the Blue Public designated property on the 2029 Future Land Use Map above, and both are designated SF Single Family Residential.



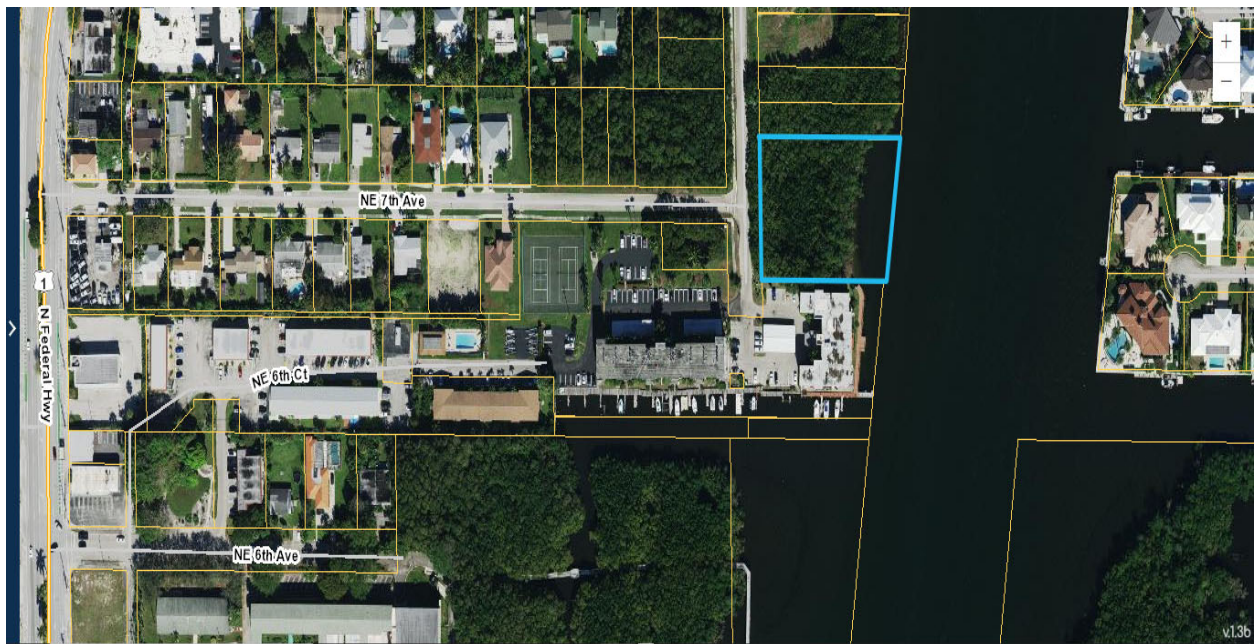
LAND SALE 1



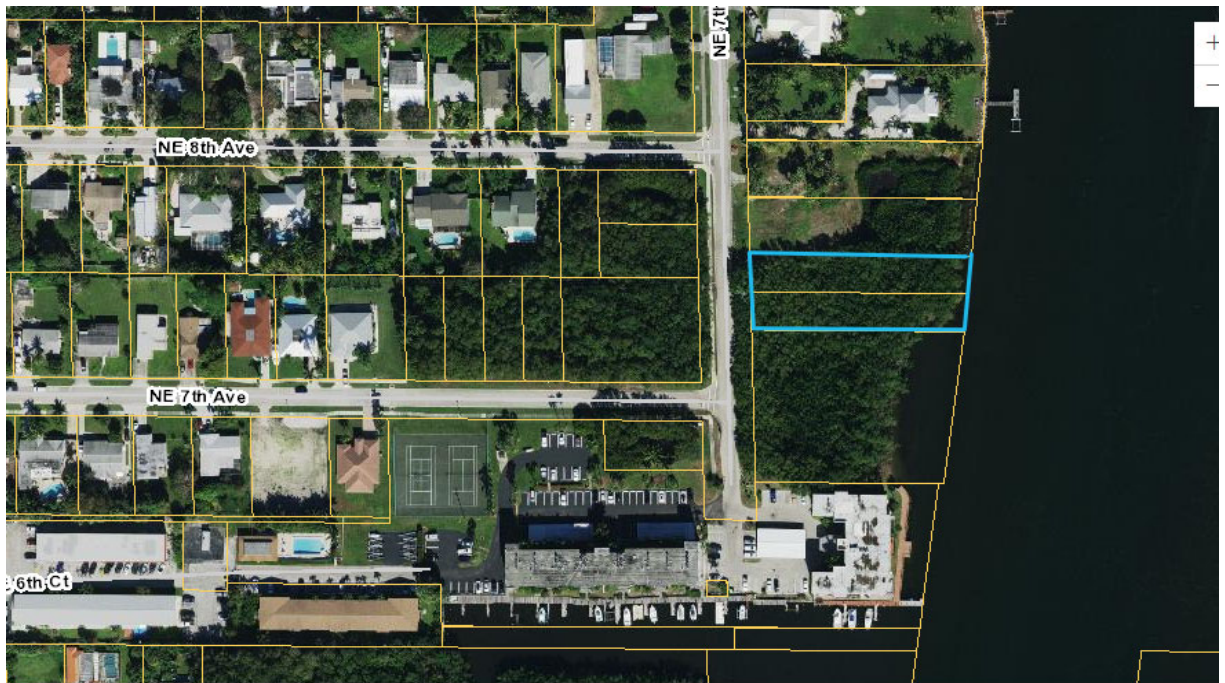
LAND SALE 2



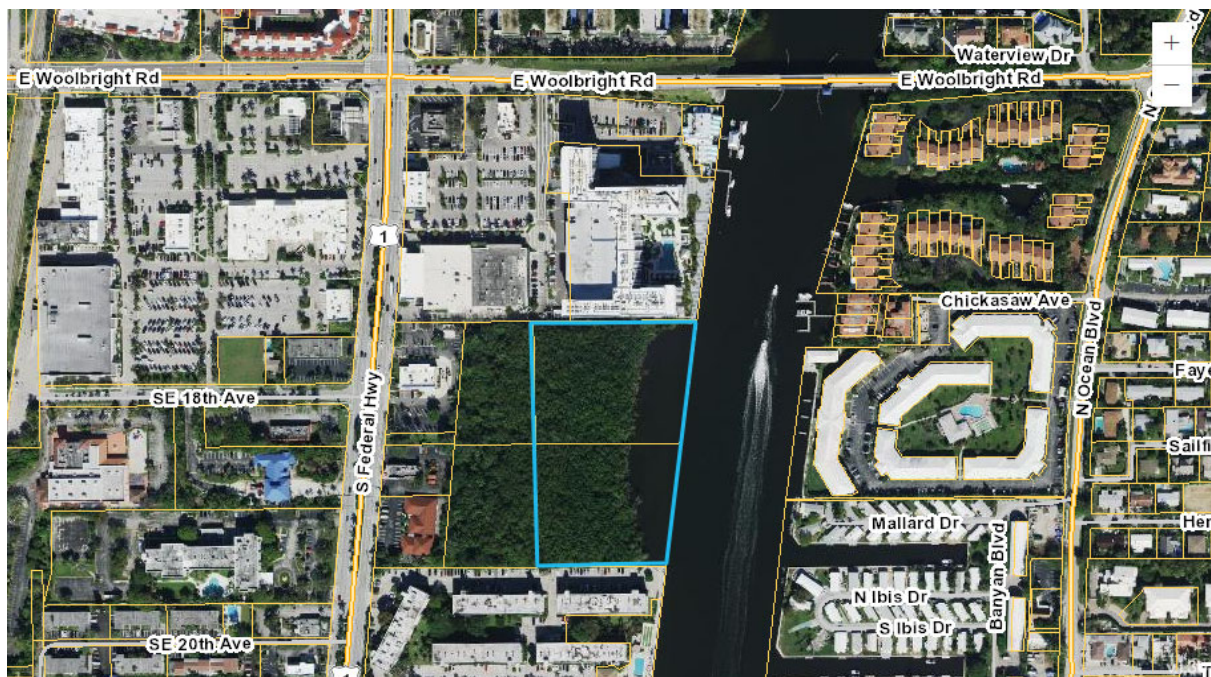
LAND SALE 3



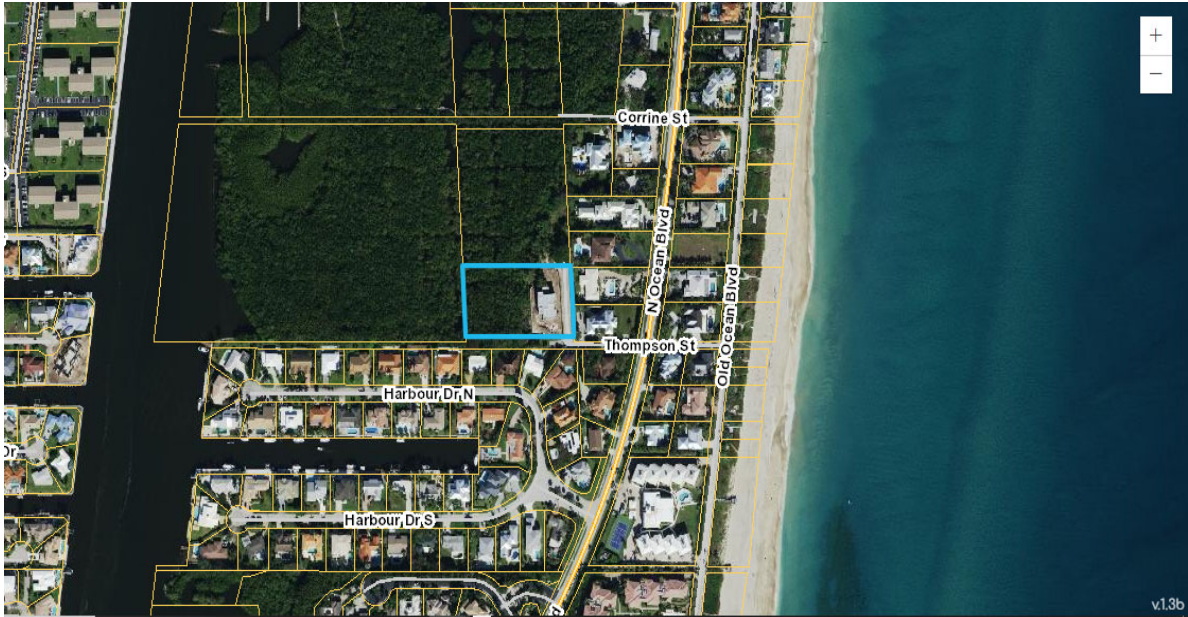
LAND SALE 4



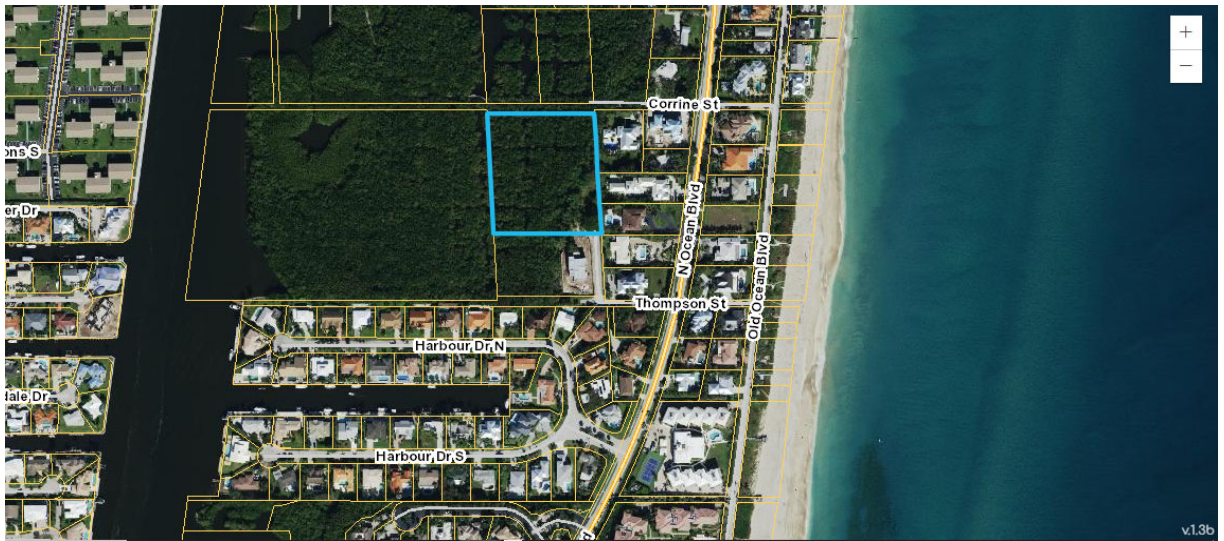
LAND SALE 5



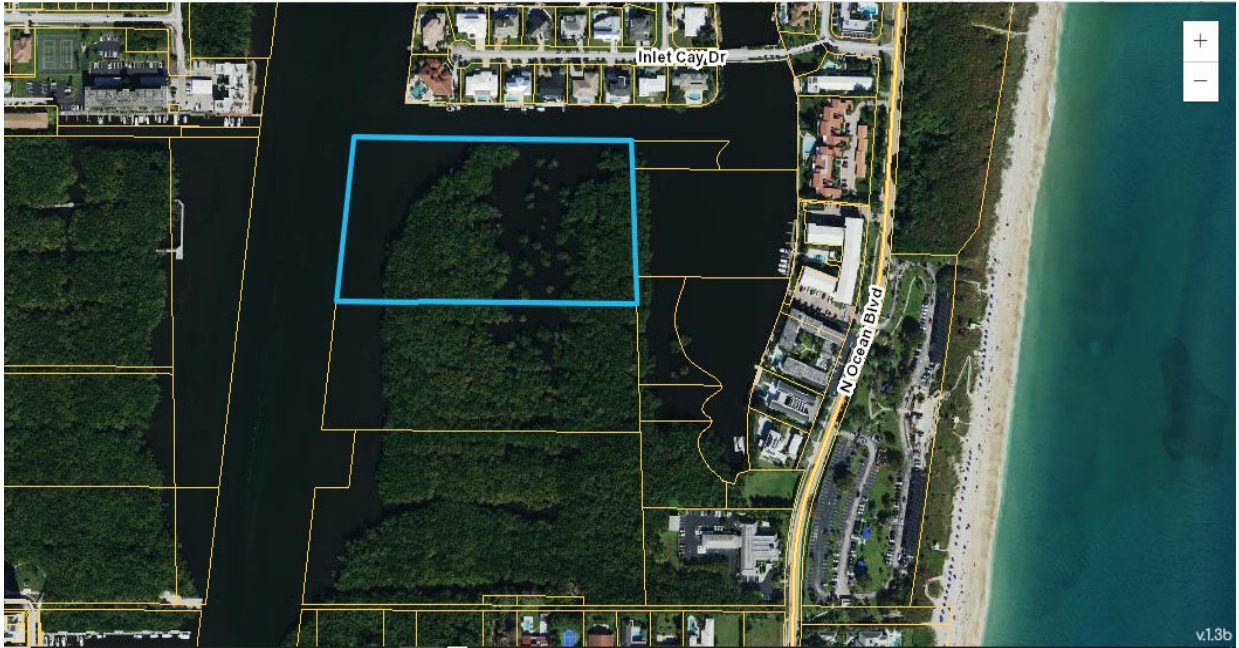
LAND SALE 6



LAND SALE 7



LAND SALE 8



LAND SALE 9

QUALIFICATIONS - MICHAEL R. FORD, MAI, SRA

State-certified general appraiser # 31

Licensed Real Estate Broker BK27818

PROFESSIONAL DESIGNATIONS

Member, Appraisal Institute, MAI, Designation #6640, 1983

Senior Residential Appraiser, SRA, awarded by Appraisal Institute, 1983

COLLEGE

Bachelor of Science Degree from Florida State University with major course work in history, and psychology. Elective courses in accounting, economics, and statistics.

REAL AND APPRAISAL ESTATE EDUCATION

Real Estate Sales and Brokerage Courses prior to obtaining broker's license in 1974.

Numerous appraisal courses required to obtain professional designations in 1983, and continuing education requirements for the State of Florida and the Appraisal Institute for brokerage and appraisal licenses since then.

EXPERIENCE

Florida State Department of Transportation:

Right of Way Agent Trainee, 1971

Staff Appraiser, 1971-1974

Fee Appraiser, Daytona Beach, Florida, 1974 to July, 1977.

Commercial Appraiser, First Federal Savings and Loan, Delray Bch., FL, 1977 to 1979

Fee Appraiser, Callaway and Price, Inc. from July, 1979 to June, 1983.

Fee Appraiser, M. R. Ford and Associates, Inc., since June, 1983.

COURT QUALIFICATION

Qualified as an expert witness in counties of Broward, Wakulla, Leon, Calhoun, Martin and Palm Beach. Served multiple years as Special Magistrate for Value Adjustment Board in Tax Appeal Hearings

PROFESSIONAL OFFICES SERVED

Society of Real Estate Appraisers Chapter #200 - Admissions Chairman, Professional Practice Committee Chairman, Program Chairman, Director, Secretary, Treasurer, Vice-President, President.

American Institute of Real Estate Appraisers Chapter #24 - Admissions Chairman, Director, Secretary, First Vice-President.

South Florida and Caribbean Chapter of the Appraisal Institute - President

QUALIFICATIONS - MICHAEL R. FORD, MAI, SRA - Continued

TYPES OF PROPERTY APPRAISED

*Appraisals made on the following types of property throughout the State of Florida for individuals, attorneys, insurance companies, banks, corporations, government agencies, major oil companies, and mortgage companies. **Specialties are highlighted below:***

Apartment Buildings

Automobile Dealerships

Banks

Boat Yards

Churches, Schools

Commercial Buildings

Condemnation Projects

Condominium Projects

Convalescent Facilities

Convents

Duplexes

Easements

Fast Food Restaurants

Golf Courses

Hotels

Horse Farms

Industrial Buildings

Industrial Subdivisions

Insurance Appraisals

Landmark Properties

Marinas

Medical Buildings

Mixed Use Projects

Mobile Home Parks

Motels

Nursing Homes

Office Buildings

Packing Houses

Ranches

Recreation Leases

Recreational Vehicle Parks

Residences

Restaurants

Rights of Way

Service Stations

Self- Storage Warehouses

Shopping Centers

Special Purpose

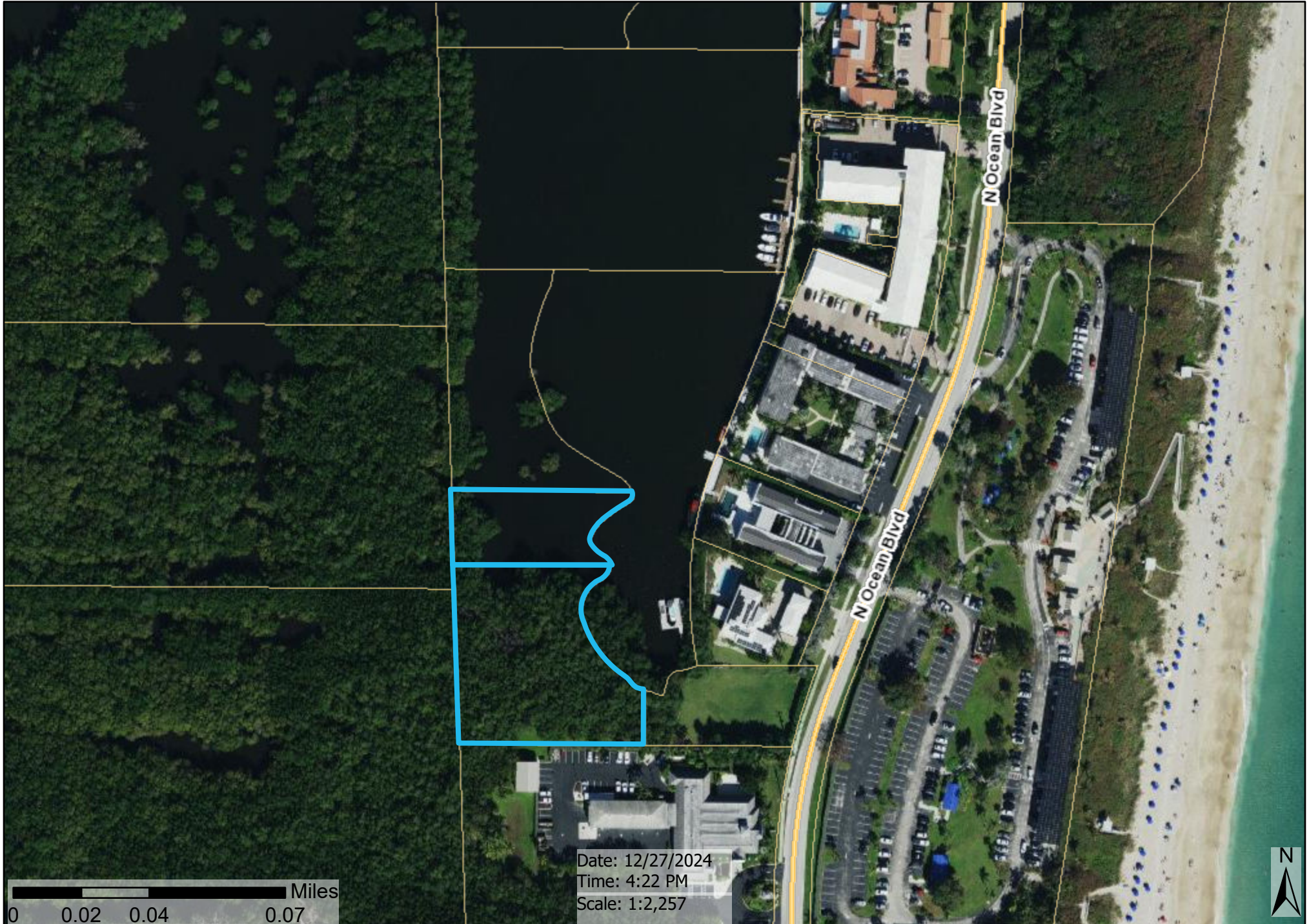
Subdivisions

Store Buildings

Timeshare Resorts

Vacant Land

Warehouses



Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Lynne Ladner, Town Manager

Subject: Night Shift Premium for Dispatchers

At the January commission meeting I was asked to research the budgeting discussion and decision related to whether or not an increase in the night shift premium for permanently assigned dispatchers. The request was made and brought to the commission during the July 1 special meeting/budget workshop. The discussion took place from 1 hour 14 minutes and 10 seconds into the meeting and wraps up at 1 hour 17 minutes and 04 seconds where the discussion was deferred to a future meeting.

I then listened to the special meetings/budget workshops on July 25th and September 9th, on neither of these occasions was the subject brought up and therefore no decision was made. This aligned with what I took out of the budget process. I provided to the Dispatch employees a memo after the July 1st meeting that outlined what the commission had approved and that the night shift premium was still under consideration. I then listened to the special commission meetings on July 25th and September 9th and I did not hear the issue discussed again. For the discussion on July 1st, I have had Katina do a transcription from the 1:09:40 point to 1:17:17 which was the duration of the discussion on the topic. This is included in the packet.

When the police department budget was initially submitted for presentation to the commission the funds for the night shift premium to increase from \$1 to \$2 was called out in the footnotes. That portion of the budget did not change and the funds remained in the approved budget.

Budgeted in account 001-512.107-501.200 is a total of \$8,736 designated in the footnotes to cover the night shift premium at \$2/hr for permanently assigned dispatchers. The permanently assigned night shift dispatchers are estimated to have worked a total of 1477 hours (through Feb. 3, 2025) and have received compensation at a \$1 to 1 hour rate.

Suggested Motion: I move to approve/deny payment of \$2/hr night shift premium for permanently assigned night shift dispatchers beginning on February 3rd.

Alternative motion: I move move to...approve/deny payment of \$2/hr night shift premium

for permanently assigned night shift dispatchers beginning on February 3rd and to authorize a one time pay adjustment for Dispatcher Moore not to exceed \$708 and Dispatcher Wood not to exceed \$769

Respectfully,
Lynne Ladner, Town Manager

SPECIAL TOWN COMMISSION MEETING MINUTES

JULY 1, 2024

Timestamp: 1:09:40 to 1:17:17

Discussion on Night Shift Premium - Dispatchers

Chief McClure: stated that two of dispatchers that have been here more than sixteen (16) years are at their top out and currently receive a 2% COLA and they are requesting a 3.5% with a passing evaluation will go up a 1.5% COLA.

Vice Mayor Coz: fine by me.

Town Manager Ladner: said the problem is if you do that for them are you raising that same for all employees that max out that are not collectively bargain.

Vice Mayor Coz: how many employees is that?

Town Manager Ladner: right now, and Chief McClure said it is five (5) employees are represented by this but only affect two (2) currently that are at the top the others are new employees would take them several years to get to that point.

Commissioner Cassidy: how many employees do we have in all that are here that long?

Chief McClure: in dispatch.

Commissioner Cassidy: no, I am just saying.

Town Manager Ladner: in general Jean is relatively close, Billy is pushing, he has gotten over fifteen (15) years so he could potentially be pushing the top of his range.

Chief McClure: they are not being represented by the comp study, and they are not being represented by the union.

Commissioner Aijala: they are asking for a one-time 3.5%.

Town Manager Ladner: currently for any employee that is at the maximum of their salary range the most they can get at following their performance evaluation is 2% as opposed to the 5% other employees are eligible, they are asking for a change this year. I presume they are asking for that to be permanent change.

Chief McClure: right because it is not a yearly thing if a new employee would not receive this till ten (10) to fifteen (15) years down the road, we currently have two (2) of our long-term employees' retention.

Commissioner Aijala: but they are asking for it annually.

Town Manager Ladner: would it make more sense to consider the overall salary range for those positions and raise the top of the salary range rather than changing?

SPECIAL TOWN COMMISSION MEETING MINUTES

JULY 1, 2024

Timestamp: 1:09:40 to 1:17:17

Chief McClure: then in two years you would be topped out again.

Town Manager Ladner: depending upon how much you raise the top of the salary range.

Vice Mayor Coz: but that is going to cause you negotiation problems when somebody wants a job, the salary range is going to be way up. He said what we are talking about Fifteen Hundred Dollars (\$1,500.00) it is probably you know One Hundred Thousand (\$100,000.00) salary and they want 1.5%.

Chief McClure: a 1.5% increase for a top-down employee.

Commissioner Aijala: how about if we made it 3.5% limited to actual cost of living is the cost of living actually drops to where it is 1%. I don't know why we would give 3.5%.

Town Manager Ladner: because it is not technically a cost of living that is the maximum performance increase that they can get.

Commissioner Aijala: they are at the top range which means they are already paid the most they should get paid, and I can understand an argument around cost is living period. If we need to change the range, we should change the range.

Mayor Pugh: asked we are just talking about the top out folks, why not just change the level of the range, because you know how hard it is to get dispatchers?

Vice Mayor Coz: we are talking Fifteen Hundred Dollars (\$1,500.00).

Mayor Pugh: in Ocean Ridge everything goes if this guy gets it, and this person needs to get it and that is how it always works. So, which would you rather do?

Vice Mayor Coz: if you increase their top then they automatically go to 5%.

Mayor Pugh: well, how about we do this the next meeting come back and give us kind of like an idea of which one is going to work out to the betterment of the town.

Town Manager Ladner: okay!

Chief McClure: then was another besides the COLA for the top town employees, the night shift differential of a line item not counted to their base salary was at One Dollar (\$1.00) an hour they are asking for two people at nights at Two Dollar (\$2.00) an hour, 80-hour week is times two is \$160.00.

Town Manager Ladner: they just got the \$1.00 an hour night shift premium last year.

Chief McClure: right, \$1.00 they are asking for one more that is what they are asking for.

SPECIAL TOWN COMMISSION MEETING MINUTES

JULY 1, 2024

Timestamp: 1:09:40 to 1:17:17

Town Manager Ladner: won't they join a union and collectively bargain if they are going to ask for things above and beyond what anybody else gets.

Chief McClure: they are not represented by the union.

Town Manager Ladner: I said why don't they join.

Chief McClure: it is what they are asking for two items is what they are asking for.

Town Manager Ladner: So, they are asking for essentially another \$2184 times two another almost \$5,000 a piece in salary just in for the privilege of working on night shift or for the challenge of working on night shift.

Chief McClure: they have a small unit, there is not a lot of room to move around, and it is a six-person unit. It is a 12-hour night shift, and someone can get stuck in that position for a long time.

Mayor Pugh: go head and add that to the mini study so we can review it at the next budget meeting because we got to make a decision on that pretty quick the union thing no way.

Vice Mayor Coz: I think we are talking like \$2,080.

Town Manager Ladner: no, you are at \$2 you are talking each of them.

Vice Mayor Coz: no, they already get a buck, so we are only talking \$1.00.

Town Manager Ladner: but if there are two of them it is still \$5,000.

Vice Mayor Coz: yeah, you might be right it is \$4,100.

Town Manager Ladner: every time the police ask for something whether it is dispatch or the officers the governing body says give it to them. When other staff ask for stuff, the governing body says oh no wait we cannot afford it which is why we are doing the comp class study, and I understand Scott that you are representing them.

Chief McClure: I asked if they wanted to hear their wants because they are not represented by the comp study, they are not represented by the union we are in a budget meeting I did not know if they wanted to hear it.

Commissioner Cassidy: that is what we are doing we are talking about it; it is not helpful to get combative.

Town Manager Ladner: I do not appreciate Scott blindsided me in this meeting with those wants because this is the first time I heard anything.

SPECIAL TOWN COMMISSION MEETING MINUTES

JULY 1, 2024

Timestamp: 1:09:40 to 1:17:17

Mayor Pugh: duly noted, duly noted, so let's figure out at the next meeting we can make a decision. Anything else on the PD? Now there is one thing I just remembered too that PD is 40 how much 45, 42% of the budget 43% of the budget that just goes to show how important PD is to the town

Prepared by Deputy Town Clerk Pinder

MEMO



To: Chief McClure and DM Simpson

From: Lynne Ladner CC:

Date: 08/06/2024

Re: Pay changes for dispatch FY25

COMMENTS:

Effective on Oct. 1, 2024, the following changes are being made to the pay ranges for Dispatcher/Clerk and Dispatch Manager.

Dispatcher Clerk – Current pay range \$55,000 - \$85,000
New Pay Range - \$57,137 – 74,279.33 – 9142.72
Employees below \$57,137 will be increased to this level on 10/1
All other employees will receive a 3% COLA on 10/1

Dispatch Manager – Current pay range \$68,000 - \$102,000
New Pay Range - \$81,051.27 - \$105,366.66 - \$129,682.04
Dispatch Manager salary to increase to \$108,500 on 10/
Dispatch manager will receive a 3% COLA on 10/1

All employees will be eligible for up to 3% Merit on the anniversary of the hire date. I am also still working with the commission on the request to increase the night shift premium.

Lynne

EMPLOYEE HOURS WORKED REPORT FOR TOWN OF OCEAN RIDGE
For the Dates 10/01/2024 to 01/22/2025

Employee Code	Name	Regular Hours	OT Hours	Comp Hrs Wrked	Supp Hours	Leave Hours	Leave Buyout	LWOP Hours
00575	MORETTI, KRISTEN R.	0.00	0.00	0.00	648.00	0.00	0.00	0.00
00588	WOOD, SCHEBANIA	0.00	0.00	0.00	673.00	0.00	0.00	0.00
Report Total:		0.00	0.00	0.00	1,321.00	0.00	0.00	0.00

BUDGET FOOTNOTES REPORT FOR TOWN OF OCEAN RIDGE

GL Number Notes	Description	24-25 COMMISSION 1	24-25 COMMISSION 2	24-25 APPROVED
Calculation Notes				
Fund: 001 GENERAL FUND				
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL				
001-521.107-501.200	REGULAR SALARIES AND WAGES			
NIGHT SHIFT PREMIUM - DISPATCHERS		8,736.00	8,736.00	8,736.00
\$2/HR 2 DISPATCHES 2184 HRS/YEAR				
REGULAR WAGES - DISPATCH & OFFICERS		2,090,521.00	2,090,521.00	2,090,521.00
Totals For 001-521.107-501.200		2,099,257.00	2,099,257.00	2,099,257.00
001-521.107-501.210	ONE TIME LUMP SUM INCREASE			
LONGEVITY - SIMPSON, GALLUSCIO, PILON, SASOV, & ERMERI		6,500.00	6,500.00	6,500.00
Totals For 001-521.107-501.210		6,500.00	6,500.00	6,500.00
001-521.107-501.400	OVERTIME & VACATION PAY			
OVERTIME DUE TO VACANCIES, CALL-OUTS, EMERGENCIES,		125,000.00	125,000.00	125,000.00
& COVERAGE FOR TRAINING, COURT, ETC.		0.00	0.00	0.00
Totals For 001-521.107-501.400		125,000.00	125,000.00	125,000.00
001-521.107-501.410	VACATION PAY			
		15,000.00	15,000.00	15,000.00
Totals For 001-521.107-501.410		15,000.00	15,000.00	15,000.00
001-521.107-501.500	SPECIAL PAY INCENTIVE			
STATE INCENTIVE PAY		18,000.00	18,000.00	18,000.00
Totals For 001-521.107-501.500		18,000.00	18,000.00	18,000.00
001-521.107-501.510	SPECIAL DETAIL PAY			
		40,000.00	40,000.00	40,000.00
Totals For 001-521.107-501.510		40,000.00	40,000.00	40,000.00
001-521.107-502.400	WORKERS' COMPENSATION			
PGIT - WORK COMP 6 CL 18 PD		50,186.00	50,186.00	50,186.00
Totals For 001-521.107-502.400		50,186.00	50,186.00	50,186.00
001-521.107-503.100	PROFESSIONAL SERVICES			
PRE-EMPLOYMENT PHYSICIANS EXAMS (5 X \$700)		3,500.00	3,500.00	3,500.00
PRE-EMPLOYMENT PSYCHOLOGIST (4 X \$300)		1,200.00	1,200.00	1,200.00
PRE-EMPLOYMENT CREDIT CHECKS (5 X \$50)		250.00	250.00	250.00
ENS COMPUTER CONSULT (67% OF CONTRACT \$50,000 PLUS EMERG. CALLS)		55,000.00	55,000.00	55,000.00
EMAIL - OFFICE 365 (\$15 PER USER PER MONTH)		10,000.00	10,000.00	10,000.00
LOG DNA (CJIS COMPLIANCE) - SEIM		1,500.00	1,500.00	1,500.00
NETWORK MONITORING SERVICES (CJIS CONSOLIDATED EVENT LOG MANG)		5,250.00	5,250.00	5,250.00
MULTI FACTOR AUTHENTICATION SOFTWARE (CJIS COMPLIANCE)		1,600.00	1,600.00	1,600.00
CROSSMATCH LIVSCAN DEVICE MAINTENANCE (FINGERPRINTING)		850.00	850.00	850.00
AXON BODY CAMERA MAINTENANCE AGREEMENT		0.00	0.00	0.00
ADOBE PRO LICENSES		1,200.00	1,200.00	1,200.00
PROMOTIONAL EXAMS		2,000.00	2,000.00	2,000.00
Totals For 001-521.107-503.100		82,350.00	82,350.00	82,350.00
001-521.107-503.400	OTHER CONTRACTUAL SERVICES			
CITY OF BOYNTON BEACH FIRE/EMS CONTRACT		1,508,890.00	1,508,890.00	1,508,890.00
Totals For 001-521.107-503.400		1,508,890.00	1,508,890.00	1,508,890.00

BUDGET FOOTNOTES REPORT FOR TOWN OF OCEAN RIDGE

GL Number Notes	Description	24-25 COMMISSION 1	24-25 COMMISSION 2	24-25 APPROVED
Calculation Notes				
Fund: 001 GENERAL FUND				
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL				
001-521.107-504.000	TRAVEL & PER DIEM			
IACP CONFERENCE		3,500.00	3,500.00	3,500.00
FLORIDA POLICE CHIEF'S ASSOCIATION		3,500.00	3,500.00	3,500.00
MISCELLANEOUS SCHOOLS FOR SWORN OFFICERS		6,000.00	6,000.00	6,000.00
MISCELLANEOUS SCHOOLS FOR DISPATCHERS		1,500.00	1,500.00	1,500.00
FL STATE 911 TELECOMMUNICATOR CERT & RENEWALS		550.00	550.00	550.00
VOICE-STRESS ANALYSIS RE-CERTIFICATION (CVSA BI-ANNUAL)		2,500.00	2,500.00	2,500.00
CJIS TRAINING SEMINAR (REIMBURSED BY PBC 911)		1,000.00	1,000.00	1,000.00
APCO ANNUAL CONFERENCE FOR DISPATCH		1,000.00	1,000.00	1,000.00
TAKE HOME CAR ALLOWANCE - 17 OFFICERS		91,800.00	91,800.00	91,800.00
Totals For 001-521.107-504.000		111,350.00	111,350.00	111,350.00
001-521.107-504.100	COMMUNICATIONS SERV PHONE ETC			
AT&T/IPFONE - DATA BUNDLE, LONG DIST, TH COMPLEX ALARMS (50%)		9,500.00	9,500.00	9,500.00
CELLULAR PHONE SERVICE (6 @ \$50 PER MONTH) AT&T		3,000.00	3,000.00	3,000.00
INTERNET ACCESS - COMCAST		3,500.00	3,500.00	3,500.00
VPN CLIENT ACCESS (9)		1,200.00	1,200.00	1,200.00
COMPUTER AIR CARDS (15) AT&T		8,600.00	8,600.00	8,600.00
Totals For 001-521.107-504.100		25,800.00	25,800.00	25,800.00
001-521.107-504.200	POSTAGE & FREIGHT			
NORMAL POSTAGE & FREIGHT		1,500.00	1,500.00	1,500.00
Totals For 001-521.107-504.200		1,500.00	1,500.00	1,500.00
001-521.107-504.300	UTILITY SERVICE - ELEC & WATER			
FPL ELECTRIC SERVICE		10,500.00	10,500.00	10,500.00
BOYNTON BEACH WATER SERVICE		2,500.00	2,500.00	2,500.00
Totals For 001-521.107-504.300		13,000.00	13,000.00	13,000.00
001-521.107-504.400	RENTALS & LEASES			
TOSHIBA COPIER MODEL 3525AC (\$211.27 PER MONTH)		2,540.00	2,540.00	2,540.00
Totals For 001-521.107-504.400		2,540.00	2,540.00	2,540.00
001-521.107-504.500	INSURANCE LIAB, HAZARD, DAMAGE			
MILTON - GENERAL LIABILITY		54,322.00	54,322.00	54,322.00
PLASTRIDGE - FIREARMS		850.00	850.00	850.00
Totals For 001-521.107-504.500		55,172.00	55,172.00	55,172.00
001-521.107-504.610	REPAIR & MAINTENANCE			
TELEPHONE EQUIPMENT		1,500.00	1,500.00	1,500.00
COMPUTER HARDWARE & SOFTWARE		7,500.00	7,500.00	7,500.00
CAD/RMS SOFTWARE		15,000.00	15,000.00	15,000.00
RADAR CERTIFICATION & REPAIR		1,800.00	1,800.00	1,800.00
GENERATOR MAINTENANCE		1,000.00	1,000.00	1,000.00
INSPECT/REPLACE FIRE EXTINGUISHERS IN POLICE VEHICLES		1,000.00	1,000.00	1,000.00
RANGE CLEANING & MAINTENANCE		5,000.00	5,000.00	5,000.00

BUDGET FOOTNOTES REPORT FOR TOWN OF OCEAN RIDGE

GL Number Notes	Description	24-25 COMMISSION 1	24-25 COMMISSION 2	24-25 APPROVED
Calculation Notes				
Fund: 001 GENERAL FUND				
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL				
	SECURITY DOOR/ SECURITY CAMERAS MAINTENANCE	2,500.00	2,500.00	2,500.00
	ALTARO NETWORK BACKUP ANNUAL MAINTENANCE CONTRACT	750.00	750.00	750.00
	SIS ALARM SOFTWARE ANNUAL MAINTENANCE CONTRACT	1,550.00	1,550.00	1,550.00
	TREND MICRO COMPUTER NETWORK ANTI-VIRUS	750.00	750.00	750.00
	SONIC WALL FIREWALL MAINTENANCE	4,500.00	4,500.00	4,500.00
	ALPR CLOUD ACOCNT AND BOF	35,000.00	35,000.00	35,000.00
	FINDER SOFTWARE SOLUTIONS	2,800.00	2,800.00	2,800.00
	REVCORD DISPATCH RECORDER MAINTENANCE CONTRACT	5,100.00	5,100.00	5,100.00
	OFFICE FLOORING/INTERIOR OFFICE PAINTING	0.00	0.00	0.00
	UPS (BATTERY BACKUP) ENTIRE BUILDING - ANNUAL MAINTENANCE	1,600.00	1,600.00	1,600.00
	Totals For 001-521.107-504.610	87,350.00	87,350.00	87,350.00
001-521.107-504.620	REPAIR & MAINTENANCE VEHICLE			
	LABOR & SERVICE FOR POLICE VEHICLES	13,000.00	13,000.00	13,000.00
	TIRES, RIMS & SENSORS	8,000.00	8,000.00	8,000.00
	LABOR, SERVICE & PARTS FOR ATV	2,500.00	2,500.00	2,500.00
	Totals For 001-521.107-504.620	23,500.00	23,500.00	23,500.00
001-521.107-504.630	REPAIR & MAINTENANCE DISPATCH			
	CONTRACT SERVICES	1,200.00	1,200.00	1,200.00
	CELL PHONES	300.00	300.00	300.00
	PBC RADIO USER FEE	15,500.00	15,500.00	15,500.00
	RADIO REPLACEMENT & MISC PARTS (PENDING COMPLETE REPLACEMENT APPROVAL OF UNITS FY 24/25)	5,000.00	5,000.00	5,000.00
	Totals For 001-521.107-504.630	22,000.00	22,000.00	22,000.00
001-521.107-504.700	PRINTING			
	FORMS & BUSINESS CARDS	1,000.00	1,000.00	1,000.00
	ID CARD SUPPLIES & NEW PRINTER	3,000.00	3,000.00	3,000.00
	Totals For 001-521.107-504.700	4,000.00	4,000.00	4,000.00
001-521.107-504.900	OTHER CURRENT CHARGES			
	PRISONER FOOD, ADVERTISEMENTS, INVESTIGATIVE FUNDS, EVENTS, ETC.	3,500.00	3,500.00	3,500.00
	Totals For 001-521.107-504.900	3,500.00	3,500.00	3,500.00
001-521.107-505.100	OFFICE SUPPLIES			
	COPIES, INK, PAPER, PENS, ENEVELOPES, DISCS, TAPES, ETC.	5,000.00	5,000.00	5,000.00
	Totals For 001-521.107-505.100	5,000.00	5,000.00	5,000.00
001-521.107-505.200	OPERATING SUPPLIES			
	SPARE WEAPON PARTS (FIREARMS & ECW)	1,500.00	1,500.00	1,500.00
	PHOTO PROCESSING & SUPPLIES	200.00	200.00	200.00
	RECHARGE FIRE EXTINGUISHERS	350.00	350.00	350.00
	AED BATTERIES & PADS, 6 UNITS (PARTIALLY REIMBURSED BY PGIT)	500.00	500.00	500.00
	GENERAL USE BATTERIES	300.00	300.00	300.00
	DRUG TEST KITS	500.00	500.00	500.00

BUDGET FOOTNOTES REPORT FOR TOWN OF OCEAN RIDGE

GL Number Notes	Description	24-25 COMMISSION 1	24-25 COMMISSION 2	24-25 APPROVED
Calculation Notes				
Fund: 001 GENERAL FUND				
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL				
CRIME SCENE/EVIDENCE SUPPLIES		1,000.00	1,000.00	1,000.00
FIRST AID SUPPLIES		1,000.00	1,000.00	1,000.00
FLASHLIGHTS		250.00	250.00	250.00
GUN CLEANING SUPPLIES		250.00	250.00	250.00
TRAINING/SERVICE AMMO		5,500.00	5,500.00	5,500.00
RANGE SAFETY EQUIPMENT		300.00	300.00	300.00
SOLAR PANEL BATTERIES & CHARGER FOR SPEED SIGNS		2,500.00	2,500.00	2,500.00
EMT PROGRAM/MEDICAL SUPPLIES		10,000.00	10,000.00	10,000.00
Totals For 001-521.107-505.200		24,150.00	24,150.00	24,150.00
001-521.107-505.210	OPERATING SUPPLIES GAS & OIL GAS/OIL - POLICE (14,500 GALLONS AT 3.50 PER GALLON)	51,000.00	51,000.00	51,000.00
Totals For 001-521.107-505.210		51,000.00	51,000.00	51,000.00
001-521.107-505.220	OPERATING SUPPLIES UNIFORM/EMB DISPATCH SHIRTS (4 SHIRTS X 6 DISPATCHERS)	1,150.00	1,150.00	1,150.00
DISPATCH PANTS (2 PANTS X 6 DISPATCHERS)		1,000.00	1,000.00	1,000.00
DISPATCH JACKETS		200.00	200.00	200.00
OFFICERS SHIRTS (4 SHIRTS X 21 SWORN - SS OR LS)		4,500.00	4,500.00	4,500.00
OFFICERS BDU PANTS (4 PANTS X SWORN OFFICERS)		5,000.00	5,000.00	5,000.00
OFFICERS SHOES (1 PAIR X 21 SWORN @ \$130)		2,730.00	2,730.00	2,730.00
OFFICERS BODY ARMOR 50% REIMBURSED BY DOJ		7,000.00	7,000.00	7,000.00
REPLACEMENT DUTY GEAR		500.00	500.00	500.00
CIVILIAN ATTIRE		600.00	600.00	600.00
LEO JACKETS		300.00	300.00	300.00
RAIN GEAR		300.00	300.00	300.00
DUTY GEAR FOR NEW HIRES		3,000.00	3,000.00	3,000.00
Totals For 001-521.107-505.220		26,280.00	26,280.00	26,280.00
001-521.107-505.400	SUBSC, MEMBERSHIPS, EDUCATION IACP & IACPNET	1,500.00	1,500.00	1,500.00
FPCA & PBACOP (CHIEF & LIEUTENANT'S)		1,500.00	1,500.00	1,500.00
NRA		100.00	100.00	100.00
NABI		100.00	100.00	100.00
APCO (REIMBURSED BY PBC 911)		340.00	340.00	340.00
PLI COMPUTER TRAINING (21 OFFICERS @ \$148)		3,110.00	3,110.00	3,110.00
TLO INVEST (MONTHLY)		600.00	600.00	600.00
NOTARY ENROLLMENT & RENEWALS		300.00	300.00	300.00
FLA-PAC		150.00	150.00	150.00
FIU		100.00	100.00	100.00
DISPATCHER CERTIFICATIONS & REGISTRATION		500.00	500.00	500.00
LEADS INVESTIGATIVE RESEARCH SYSTEM		2,465.00	2,465.00	2,465.00

BUDGET FOOTNOTES REPORT FOR TOWN OF OCEAN RIDGE

GL Number Notes	Description	24-25 COMMISSION 1	24-25 COMMISSION 2	24-25 APPROVED
Calculation Notes				
Fund: 001 GENERAL FUND				
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL				
	POWER DMS SUBSCRIPTION FOR PD POLICIES & TRAINING	5,000.00	5,000.00	5,000.00
	CIVIC PLUS - RECORDS REQUEST SYSTEM (SPLIT WITH TOWN HALL)	3,744.00	3,744.00	3,744.00
	Totals For 001-521.107-505.400	19,509.00	19,509.00	19,509.00
	001-521.107-506.200 BUILDINGS (CAPITAL OUTLAY)			
	OFFICE FLOORING/INTERIOR OFFICE PAINTING	15,000.00	15,000.00	15,000.00
	Totals For 001-521.107-506.200	15,000.00	15,000.00	15,000.00
	001-521.107-506.400 MACHINERY & EQUIPMENT			
	DESKTOP COMPUTERS	3,000.00	3,000.00	3,000.00
	LAPTOP COMPUTERS	6,000.00	6,000.00	6,000.00
	FURNITURE/CHAIR REPLACEMENT/CHAIRS FOR DISPATCHERS	5,000.00	5,000.00	5,000.00
	REPLACE SPEED RADAR DEVICES IN PATROL CARS (2 @ \$3,250)	6,500.00	6,500.00	6,500.00
	MOBILE SPEED MEASURING DEVICES - RADAR (2 @ \$3,000 EACH)	3,000.00	3,000.00	3,000.00
	REPLACE AED'S IN BUILDING OF TH/PD (5)	7,000.00	7,000.00	7,000.00
	SURVEILLANCE SYSTEM REPAIRS (HARD DRIVES, CAMERAS, ETC)	2,000.00	2,000.00	2,000.00
	Totals For 001-521.107-506.400	32,500.00	32,500.00	32,500.00
	Total Department 521.107:	4,468,334.00	4,468,334.00	4,468,334.00
	Total Fund 001:	4,468,334.00	4,468,334.00	4,468,334.00

BUDGET FOOTNOTES REPORT FOR TOWN OF OCEAN RIDGE

GL Number Notes	Description	24-25 COMMISSION 1	24-25 COMMISSION 2	24-25 APPROVED
Calculation Notes				
Fund: 302 CAPITAL PROJECTS FUND				
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL				
302-521.107-506.400 MACHINERY & EQUIPMENT				
BODY WORN CAMERA, TASER, EVIDENC.COM				
YR 1 \$10K YRS 2-5 \$35K				
FULLY EQUIPED POLICE VEHICLES				
ALL TERRAIN VEHICLE				
MOTOROLA RADIOS				
CAN BE FINANCED OVER MULTIPLE YEARS				
Totals For 302-521.107-506.400				
Total Department 521.107:				
Total Fund 302:				

Agenda: Monday, February 3, 2025
Memo: Item #14.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Lynne Ladner, Town Manager

Subject: Town Manager

Welcome back to Ocean Ridge, our winter population have arrived and seem to have brought winter weather with them. January was a colder than normal month for South Florida and we hope that this has passed.

The permitting software is up and all the onsite training has been completed. Staff is happy with the software and are noticing a reduction in turnaroud times and an increase in efficieny. We offered training during January for contractors and their permitting employees to be trained in the process of inputing permit applications in the system and the process for requesting an inspection.

Commissioner Cassidy, Town Engineer Tropepe and I have been working diligently with the staff from TSE Consulting to prepare our legislative appropriation request. Commissioner Cassidy will be representing the town in Tallahassee to advocate for our project with our Lobbyiest during the legislative session this spring.

We have wrapped up the N Ocean Blvd water main project and appreciate the patience of the residents as the project ran into some challenges with pipe breaks. The commission plans to bid another portion of the Water CIP for completion in 2025. The goal is to complete a replacement and upgrade project to the system every year for the next 5-10 years. The current draft plan shows 9 phases (our second phase has been broken into to projects due the size of the area) and we will be looking for ways to obtain funding assistance moving forward.

We will be working with our grant writer from FY 24 to complete the necessary paperwork to obtain the funding reimbursement for the Priest Property and the new mangrove properties that we recieved funding assistance for the purchase.

Starting in February keep an eye out on Old Ocean Blvd Friday mornings. I will be setting up at table and offering coffee, stop by and chat or ask me questions. Hopefully I will get nice weather and it doesn't rain on me while I am out.

Suggested Motion:

Respectfully,
Lynne Ladner, Town Manager



Ocean Ridge Police Department

6450 N. Ocean Blvd., Ocean Ridge, FL 33435

Phone (561) 732-8331 • Fax (561) 732-8676

www.oceanridgeflorida.com

Scott McClure
Chief of Police

December 2024 Monthly Activity Report

Subjects;

1. Monthly Law Enforcement Activity Report
(Please see attached detailed reports)
2. Monthly Boynton Beach Fire/EMS Activity Report
(Please see attached detailed reports)

<u>ORPD Other Activity:</u>		December 2024			
Type	Total	Days-Sgt Roy	Days-Sgt. Parkerson	Nights- Sgt. Ramirez	Nights-Sgt. Stang
<u>Traffic</u>					
Citations	52	1	16	22	13
Written Warnings	177	23	43	81	30
Parking Tickets/Municipal Warnings	17	2	13	2	0
Traffic Stops	236	27	61	109	39
<u>Arrests:</u>					
S19 Felony	0	0	0	0	0
S18 Misdemeanor	3	2	3	0	0
<u>Telephone Calls Handled by Dispatch:</u>					
<u>NOVEMBER 2024</u>	<u>Year to Date</u>				
9-1-1	45	612			
Incoming/Non-Emergency	380	5198			
Outgoing/Non-Emergency	126	1699			
Total:	551	7509			
<u>Walk-Ins Handled by Dispatch:</u>			<u>Year to Date</u>		
All	256	2135			
After Business Hours	113	1163			
Alarm Sign Issuance-	1	2			
Alarm Technician-	30	149			
AOD/Range Use-	3	35			
Burn Permit-	0	2			
Fingerprints-	1	33			
Keys-	0	12			
Pet Tag/Vehicle Decal-	7	33			
Report/Record Request-	7	74			
Vendors-	25	392			
Visitor for Chief-	2	50			
Visitor for Lt or Investigator-	3	40			
Visitor/Info-	153	1472			
Gift/Food donation-	18	39			
Pick up Property/Evidence-	3	25			
Pill Drop-	3	98			

BRINY BREEZES December 2024

Description	Signal	Count
ON FOOT W/PORTABLE	10108	36
TRAFFIC STOP	1050	4
BEACH PATROL	BCHK	29
DISTRICT CHECK	DC	242
STOLEN VEHICLE	S10	1 *Stolen Golf Cart
SUSPICIOUS VEHICLE	S13V	1 *Unfounded
SPECIAL DETAIL	S15	1 *Detail for Meeting
OPEN DOOR	S48	1 *Open Car Door, accidental
POLICE SERVICE CALL	S68	1 *Missing Person/Located at Residence
MEDICAL CALL	S73	3
ACCIDENTAL 911	S79	3
WELFARE CHECK	S84	15
ILLEGAL PARKING	S90	7

Total Calls for Service	102
District Checks	242
Total Calls w/ DC's	344

OTHER ACTIVITY

Traffic

Citations	1
Written Warnings	3
Parking Tickets	1

ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 12/01/2024 00:00 Through 12/31/2024 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
10108	ON FOOT W/PORTABLE	84
10109	VEHICLE MAINTENANCE	168
1040	MEAL BREAK	6
1050	TRAFFIC STOP	231
1058	AT STATION	26
1060	ASSIST TO MOTORIST	1
805	VTC SOLICIT W/O PERMIT (DOOR TO DOOR)	2
806	VTC WORKING WHEN NOT PERMITTED	3
807	VTC TRASH/GARBAGE	1
812	VTC TRUCKS/COMMERCIAL VEHICLES	1
820	VTC ANIMALS ON BEACH	1
821	VTC DOGS AT LARGE	2
823	VTC CONSTRUCTION SITE	1
824	VTC ALL OTHER	2
829	VTC TREES IN WIRES	1
BCHK	BEACH PATROL	287
BIKE	BIKE PATROL	4
DC	DISTRICT CHECK	1433
HCKH	HOUSE CHECK HAND	159
HCKV	HOUSE CHECK VISUAL	75
S03	HIT AND RUN ACCIDENT	2
S04	AUTO ACCIDENT	3
S12	RECKLESS DRIVER	3
S13P	SUSPICIOUS PERSON	5
S13V	SUSPICIOUS VEHICLE	5
S14	INFORMATION	2
S15	SPECIAL DETAIL	39
S21C	BURGLARY CONVEYANCE	1
S22	DISTURBANCE	3
S25	FIRE/FD ASSIST	2
S30	THEFT	2
S38	DOMESTIC	1
S39	NEIGHBOR TROUBLE	1

ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 12/01/2024 00:00 Through 12/31/2024 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
S48	OPEN DOOR	1
S48G	OPEN GARAGE DOOR	2
S49	ALARM	30
S49F	FIRE ALARM	3
S53	EMBEZZLEMENT/FRAUD	2
S68	POLICE SERVICE CALL	18
S72	LOST/FOUND PROPERTY	2
S73	MEDICAL CALL	14
S76	ASSIST OTHER DEPARTMENT	6
S79	911 PRANK/FALSE/ACCID CALL	3
S84	WELFARE CHECK	4
S86	LOUD NOISE/MUSIC	4
S90	ILLEGAL PARKING	24
TC	TRAFFIC CONTROL	2
WD	WIRES DOWN	1
TOTAL ACTIVITY:		2673

DECEMBER 2024 BOYNTON BEACH FIRE RESCUE REPORT

IncidentNumber	Date	Full Incident Address	Incident City	Station	Shift	Incident Type Description	Total Response Time (Exposure 0)
2416147	12/4/2024	Ocean Ave Ocean Ridge	Ocean Ridge	Station 1	D	Public service assistance, other	4.2
2416330	12/7/2024	Spanish River Dr Ocean Ridge	Ocean Ridge	Station 1	C	EMS call, excluding vehicle accident with injury	5.7
2416444	12/10/2024	5500 BLKN Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	A	Public service	7
2416478	12/10/2024	Anna St Ocean Ridge	Ocean Ridge	Station 1	B	Public service assistance, other	8.7
2416481	12/10/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	B	EMS call, excluding vehicle accident with injury	9
2416539	12/11/2024	River Dr Ocean Ridge	Ocean Ridge	Station 1	C	CO detector activation due to malfunction	7
2416721	12/15/2024	6500 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	C	Municipal alarm system, malicious false alarm	4.9
2416730	12/16/2024	N Heron Dr Briny Breezes	Briny Breezes	Station 3	C	EMS call, excluding vehicle accident with injury	6.1
2416737	12/16/2024	Sabal Island Dr Ocean Ridge	Ocean Ridge	Station 1	D	Public service assistance, other	12.2
2416846	12/18/2024	5500 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	B	EMS call, excluding vehicle accident with injury	7.4
2416890	12/19/2024	Spanish River Dr Ocean Ridge	Ocean Ridge	Station 1	C	Alarm system sounded due to malfunction	8.1
2416913	12/19/2024	6300 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	C	Motor vehicle accident with injuries	4.9
2416946	12/20/2024	6600 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	D	EMS call, excluding vehicle accident with injury	5.1
2416948	12/20/2024	6600 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	D	EMS call, excluding vehicle accident with injury	8
2416974	12/21/2024	Sailfish Ln Ocean Ridge	Ocean Ridge	Station 4	A	Public service assistance, other	18.3
2417107	12/24/2024	5700 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	C	Emergency medical service incident, other	5.3
2417123	12/24/2024	Beachway N Ocean Ridge	Ocean Ridge	Station 4	D	Alarm system activation, no fire - unintentional	5.3
2417273	12/28/2024	Ocean Ave Ocean Ridge	Ocean Ridge	Station 1	C	EMS call, excluding vehicle accident with injury	5.3
2417327	12/29/2024	6800 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	A	EMS call, excluding vehicle accident with injury	5.7
2417352	12/29/2024	6700 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	A	Smoke detector activation, no fire - unintentional	7.8
2417355	12/29/2024	Juniper Dr Briny Breezes	Briny Breezes	Station 4	A	Public service assistance, other	5.3
2417397	12/30/2024	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	B	EMS call, excluding vehicle accident with injury	4.4
2417401	12/30/2024	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	B	EMS call, excluding vehicle accident with injury	6.9
2417476	12/31/2024	Juniper Dr Briny Breezes	Briny Breezes	Station 4	C	Emergency medical service incident, other	5.3

Ocean Ridge Summary		Briny Breezes Summary	
Medical Calls	9	Medical Calls	3
Fire/Other Calls	11	Fire/Other Calls	1
Total	20	Total	4

EMS Calls exceeding 10 minutes consist of; (0)