

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



**December 9, 2024 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

ANNOUNCEMENTS

1. The meeting schedule for the next month is as follows: Regular Town Commission Meeting on Monday, January 6, 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. The Annual Municipal Election in March 2025 has been cancelled, as there was only one candidate that qualified for the open Town Commissioner seat. Congratulations to Vice Mayor Coz who will serve as Town Commissioner for another three-year term.
3. Town Hall will be closed on Wednesday, December 25th in observance of Christmas, and Wednesday, January 1st, 2025, in observance of the New Year.
4. The Town is hosting a blood drive event with One Blood on Friday, December 13th from 9:00 am – 3 pm and Saturday, December 14th from 10:00 am – 4 pm. The bus will be parked behind the Town Hall. All those who wish to donate blood can sign up through a link posted on the Town's website.
5. 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)

6. Adopt Minutes of the October 21, 2024, Special Town Commission Meeting.
7. Adopt Minutes of the November 4, 2024, Town Commission Regular Meeting.
8. Approval of Requests from Star Bright & the Garden Club to use Town Hall for a Bingo night, a Meditation and Sound Bowl Session, Holiday Wreath Making and an Aging Gracefully workshop.
9. Review of timeline and scope of project for proposed Countywide Transportation Master Plan RFP.
10. October Revenue and Expenditure Report
11. Approval of Clarke Mosquito contract for 2025
12. Emergency Change Order for N Ocean Blvd project

REGULAR AGENDA ITEMS

13. Approval on Second Reading of Ordinance 2024-02: An Ordinance Of The Town Of Ocean Ridge, Florida, Amending The Land Development Code At Chapter 64, “Zoning”, Article III, “Supplemental Regulations”, Section 64-44, “Fences, Walls And Hedges”, To Clarify The Regulations Regarding Hedges And To Clarify The Landscape Requirements For Walls And Fences Facing And Adjacent To The Public Rights-Of-Way; Providing For Codification, Severability, Conflicts, And An Effective Date
14. Approval on First Reading of Ordinances No. 2024-03 and 2024-04: Updates To Chapters 66 And 67 Regarding Flood Damage Prevention And The Technical Codes And Other Construction Standards
15. Consideration of Mitigation of Liens at 23 Coconut Lane
16. Town Hall Closure for Christmas and New Years Eve
17. Consider Vacation allotment change for non-bargained employees
18. Authorize additional funding for N Ocean Blvd Water Main project due to necessary field directives.
19. Discussion of AV requirements for updating Commission Chambers
20. Discussion regarding code enforcement - Commissioner Cassidy
21. Discussion on Cash Reserve balance - Commissioner Aijala

STAFF & COMMITTEE REPORTS

22. Town Manager
23. Town Attorney
24. Police Chief

TOWN COMMISSIONER COMMENTS

ADJOURNMENT

**SPECIAL TOWN COMMISSION MEETING MINUTES
OCTOBER 21, 2024**

CALL TO ORDER

The meeting was called to order by Mayor Pugh at 11:00 a.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	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 moved to approve the agenda; seconded by Commissioner Aijala. Motion carried 5-0. (:53)

PUBLIC COMMENT - (3-minute individual limit)

Mayor Pugh opened the floor for public comment.

The following spoke: Terry Brown

There was a discussion regarding the removal of election signs.

Town Attorney Goddeau mentioned the signs and elections signs code need to be addressed and requested authorization to proceed with the new sign code.

There was a consensus to allow political signs until the election.

Mayor Pugh closed the floor for public comment.

REGULAR AGENDA ITEMS

1. Water Main Project Discussion

Town Engineer Tropepe explained the item and spoke briefly about the drafted copy of the Water Distribution System Map.

There was a discussion regarding the fire hydrant system and pipe conditions.

**SPECIAL TOWN COMMISSION MEETING MINUTES
OCTOBER 21, 2024**

Town Attorney Goddeau clarified that if a project is over \$300, 000 you are required to go out for bid unless it is deemed an emergency.

There was a discussion regarding the condition of the pipes and costs. Further discussion followed regarding negotiating a contract to continue the project along Inlet Cay Drive and fire flow concerns.

Commissioner Cassidy questioned who does the water quality testing and Town Manager Ladner answered her question. She also questioned how the appropriation request factors in the project. More discussion followed.

Vice Mayor Coz moved to authorize staff to negotiate most of the completion of Inlet Cay Drive up to \$300,000 and come back with the results to start preparing the reminder with what was budgeted for the fiscal year water project; seconded by Commissioner Aijala. Motion carried 5-0. (1:01)

There was further discussion on the duration of the project.

Town Attorney Goddeau reiterated that once we go out to bid, we cannot give anyone an unfair advantage.

Terry Brown spoke regarding the procurement process.

Mayor Pugh questioned the generator and Town Engineer Tropepe provided an explanation. More discussion followed regarding the condition of the generator.

ADJOURNMENT

Meeting Adjourned at 12:16 p.m.

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Town Commission on December 9, 2024.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

**REGULAR TOWN COMMISSION MEETING MINUTES
NOVEMBER 4, 2024**

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

Town Manager Ladner requested to add an item as item #19B. Commissioner Cassidy requested Commissioner Comments and comments on the Consent Agenda, and Commissioner Aijala requested comments on item #24.

Vice Mayor Coz moved to approve the agenda as amended; seconded by Commissioner Cassidy. Motion carried 5-0. (1:42)

ANNOUNCEMENTS

1. The meeting schedule for the next month is as follows: Regular Town Commission Meeting on Monday, December 9, 2024, at 6:00 PM; Planning & Zoning Meeting on Tuesday, November 19 at 9:00 am; Board of Adjustment Meeting on Wednesday, November 20 at 9:00 am; All meetings are held in the Commission Chambers at the Town Hall.
2. The 2024 General Election will be held on Tuesday, November 5th from 7:00 am to 7:00 pm in the Community Room at the Ocean Ridge Town Hall.
3. Town Hall will be closed on Monday, November 11, 2024, in observance of the Veterans Day holiday as well as closed Thursday, November 28th & Friday, November 29th in observance of the Thanksgiving holiday.
4. Please join us on Friday, December 6th from 5:00 – 7:00 p.m. for the annual “Light the Lights” Holiday event, which will be held at the Town Hall complex. Please check the Town’s website for more details to come.
5. The Annual Municipal Election will be held on March 11, 2025. There is one Town Commission seat open. Candidate filing dates run from November 4, 2024, at Noon through November 15, 2024, at Noon in the Town Clerk’s Office. Please contact the Town Clerk to schedule a time.
6. 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.

**REGULAR TOWN COMMISSION MEETING MINUTES
NOVEMBER 4, 2024**

Town Clerk Avery read the announcements into the record.

PUBLIC COMMENT

Mayor Pugh opened the floor for public comment.

The following spoke: Stella Kolb, Terry Brown, and Betty Bingham

Mayor Pugh closed the floor for public comment.

APPROVAL OF CONSENT AGENDA

7. Adopt Minutes of the Town Commission Regular Meeting of October 7, 2024.
8. Adopt 2025 Regular Town Commission Meeting dates
9. Adopt Budget Calendar for FY 2025-2026
10. Adopt Town Holiday Calendar for 2025
11. September Revenue and Expenditure Report
12. Adopt Revised Town of Ocean Ridge Personnel Handbook
13. Accept Grant Agreement with Florida Conservation Trust for the Purchase of the Priest property Not to Exceed 70% of the Final Costs or \$1,054,427 and Authorize the Mayor to Sign
14. Accept Proposal from RMPK Funding to Provide Grant Administration Services for FCT Grant
15. Accept Grant Agreement with Department of Environmental Protection for the Purchase of the Eder Property Not to Exceed 50% of the Final Costs up to \$200,000 and Authorize the Mayor to Sign
16. Approve Resolution 2024-16: A Resolution OF The Town Commission Of The Town Of Ocean Ridge, Florida, Supporting The Procurement And Oversight Of Consultants For The Development Of A Countrywide Transportation Plan; Supporting The Formation Of A Technical Advisory Committee For The Same; And Providing For An Effective Date
17. Approve Resolution 2024-17: A Resolution of the Mayor and Town Commission of the Town of Ocean Ridge, Florida, Approving and Adopting the 2024 Revised Palm Beach County Local Mitigation Strategy Plan; Providing for the Pursuit of Funding and Implementation; Providing for Support of the Local Mitigation Strategy Process; Providing for Transmittal to Palm Beach County; and Providing for an Effective Date.

Commissioner Cassidy announced that she will be out of town for the Budget Workshop scheduled for May 5, 2025. The Commission all agreed that the date could be changed for another date. She also made a comment regarding the Ocean Ridge Personnel Handbook and the County Comprehensive Transportation Plan.

Vice Mayor Coz moved to approve the Consent Agenda as amended; seconded by Commission Hutchins. Motion carried 5-0. (15:39)

REGULAR AGENDA ITEMS

**REGULAR TOWN COMMISSION MEETING MINUTES
NOVEMBER 4, 2024**

18. Appointment of Two Alternate Positions with the Planning & Zoning Commission

Town Manager Ladner explained the item and stated that we received two applications for the positions. She recommended that the Commission appoint Polly Joa and Jason Sutherland for the two positions.

Mayor Pugh opened the floor for public comment. Hearing none, he closed the floor for public comment.

Commissioner Hutchins moved to appoint Polly Joa and Jason Sutherland as the two Alternate Planning & Zoning Commissioners; seconded by Commissioner Aijala. Motion carried 5-0. (17:07)

19. Approval on First Reading of Ordinance 2024-02: An Ordinance Of The Town Of Ocean Ridge, Florida, Amending The Land Development Code At Chapter 64, "Zoning," Article III, "Supplemental Regulations," Section 64-44, "Fences, Walls And Hedges", To Clarify The Regulations Regarding Hedges And To Clarify The Landscape Requirements For Walls And Fences Facing And Adjacent To The Public Rights-Of-Way; Providing For Codification, Severability, Conflicts, And An Effective Date

Town Clerk Avery read the resolution into the record by title only.

Town Attorney Goddeau explained the item.

Mayor Pugh opened the floor for public comment.

The following spoke: Terry Brown

Mayor Pugh closed the floor for public comment.

Commissioner Cassidy moved to adopt Ordinance No 2024-02 on first reading; seconded by Vice Mayor Coz. Motion carried 5-0. (22:42)

19B. Tropical generator (Added to Agenda)

Town Manager Ladner explained the item.

There was a discussion regarding who is responsible for the replacement costs for the hood.

Mayor Pugh opened the floor for public comment. Hearing none, he closed the floor for public comment.

Commissioner Aijala moved to authorize the amount not to exceed \$20,000 for the hood if necessary; seconded by Commissioner Cassidy. Motion carried 5-0. (30:18)

**REGULAR TOWN COMMISSION MEETING MINUTES
NOVEMBER 4, 2024**

STAFF & COMMITTEE REPORTS

20. Town Manager

Town Manager Ladner read her report into the record.

21. Town Attorney

Town Attorney Goddeau had no report.

22. Police Chief

Chief McClure said that his report was included in the meeting package. He announced that Officer Debra Boyle is sponsoring our annual Toy Drive, and she is accepting toys until December 6th.

Terry Brown made a comment about dogs on the beach.

TOWN COMMISSIONER COMMENTS

Commissioner Cassidy questioned that the town had not received the letter from the Boynton Beach Fire Department regarding the fire contract and Town Manager Ladner answered her question. She mentioned that she and the Town Manager Ladner met Senator Berman regarding the water project. She also mentioned that the Resilience Florida Grant for Hudson Avenue for the seawall was denied.

Commissioner Aijala stated that he needs more clarity regarding the progression of the surplus and suggested that the item be placed on the next scheduled meeting agenda for discussion.

ADJOURNMENT

Meeting Adjourned at 6:40 p.m.

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Town Commission on December 9, 2024.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

Agenda: Monday, December 9, 2024
Memo: Item #8.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Lynne Ladner, Town Manager

**Subject: Approval of Requests from Star Bright & the Garden Club to use
Town Hall for a Bingo night, a Meditation and Sound Bowl Session,
Holiday Wreath Making and an Aging Gracefully workshop.**

Starbright has submitted three facility use requests to provide 3 community events after the first of the year. Two of the requests will be either charging an admission fee or accepting donations which require that they be approved by the commission.

Staff recommends...approving all 3 facility uses.

Suggested Motion:

Respectfully,
Lynne Ladner, Town Manager



TOWN OF OCEAN RIDGE

6450 North Ocean Boulevard, Ocean Ridge, Florida 33435
(561) 732-2635 Main ♦ (561) 734-7031 Fax
oceanridgeflorida.com ♦ info@oceanridgeflorida.com

Received

OCT 28 2024

Facility Use Application

Town of Ocean Ridge

Organization Name/Contact Person: StarBright Carol Besler

Address: 5906 Old Ocean Blvd. Phone: 609 647 0260
Ocean Ridge

Email Address cab6@comcast.net

Date and Time Requested: Date: Jan. 8 2025 Time: 6-9 pm until _____

Rooms/Areas/Equipment Requested (check all that apply):

- | | |
|--|---|
| ☒ Community Room | ☐ Overhead Monitors |
| ☒ Commission Chambers (includes kitchenette) | ☒ Microphones |
| ☐ Town Hall Foyer | |
| ☐ Library | |
| ☐ Courtyard / Patio and Lawn | |

Purpose of Rental or Title of Event: Bingo

Please provide a detailed description of the event, activities to be held, and equipment you or a vendor will be bringing to the event: (use additional sheet if necessary)

Home night for town residents

Number of people attending function: 20-25

Function open to public ☒ yes ☐ no

Will there be an admission fee or donation ☒ yes ☐ no

Alcohol Present ☒ yes ☐ no

Assistance Requested for Setup/Tear down ☐ yes ☒ no

☐ Setup ☐ Tear Down

Request Parking Control or Police Services ☐ yes ☒ no

Category of permitted use (check only one):

☒ Civic – Town sponsored events and events held by groups that provide a service to the Town and are governed by a Board and Bylaws such as Property Owners Associations, the Garden Club, and similar civic uses.

☐ Sponsored Uses – non-profit events/programs sponsored by a Town resident or other governmental agency as approved by the Town Commission.

☐ Resident Uses – meetings, lectures, discussion groups and other similar informational type events.

☐ Other – uses or events not described above as permitted within the sole discretion of the Town Manager or Town Commission. List here: _____



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Fees & Damage Deposit:

The facility rental fee is \$10 per hour. In addition, the User is required to pay a refundable damage deposit of \$200. The User shall be responsible for the condition of the facility, its furnishings and equipment. The User will assume the cost of cleaning, repairing, or replacing any Town property that is not returned in pre-rental condition. Part or all of the \$200 deposit may be refunded, depending upon the condition of the facility after the event.

The User shall be responsible for setup and breakdown of chairs, tables, equipment, etc. within the reservation period. Should the User require assistance from Town staff for setup and/or breakdown, a flat fee of \$25.00 shall be charged for setup and a separate \$25.00 fee shall be charged for breakdown should the User have notified the Town for the need of Town staff assistants. If such assistance is needed for either setup or breakdown without notice having been provided to the Town, a fee of \$25.00 per hour or any portion thereof shall be charged and must be paid prior to the return of any deposit on hold. Setup and breakdown service by Town staff only includes movement of Town owned tables and chairs, and opening/closing of the wall between the two rooms. The setup and breakdown does not include any moving, removing, or cleaning of the user's materials.

The facility shall be inspected by the facility supervisor both before and after use. If clean-up is necessary it will be done by the User. If the User fails to clean-up the facility, then the User will accept the financial obligation for this action and an additional fee of \$25.00 per hour will be charged, with a minimum charge of one hour.

Parking Control or Police Services may be required for certain events. If you request or are required to obtain Police Services, there will be a three-hour minimum charge at the rate of \$45.00 per hour per Officer on normal days, or \$60.00 per hour per Officer on holidays. The charge for a police vehicle will be \$15.00 per hour. The application to request special duty detail Officers will need to be filled out in addition to this application and can be found on the Town website at www.oceanridgeflorida.com.

Admission fees charged by the user or donations collected by the user will not be permitted unless approved by the Town Commission prior to the event. The sale of goods, services, food or beverage is not permitted unless approved by the Town Commission prior to the event.

Use Conditions:

The facilities are unsuitable for and shall not be provided for major private social events such as weddings, banquets, birthday celebrations, anniversary parties, retirement parties, political fundraising or campaign events, and other similar events.

Use request that requires staff supervision must be submitted at least three (3) weeks prior to the event date to accommodate scheduling.

The Town reserves the right to cancel the Use Agreement in the event of a severe weather watch or warning posted within seven (7) days of the reservation date, or when other acts of God, catastrophe or unforeseen circumstances beyond the Town's control are present.

No kitchen facilities will be made available other than the kitchenette located in the Commission Chambers.

Town chairs and tables may be used at no cost. Town Tables must be covered during their use to prevent staining and/or damage.

No food or drink shall be permitted on the dais in the Commission Chambers due to the existence of electronic equipment.

All garbage generated by the User shall be removed from the premises by the User. Town dumpsters are not available for public use.

No outside equipment is permitted unless approved by the Town prior to the event.

The User shall supervise the event or activity to ensure that there is no abuse of the facility, nor any violation of the laws of the State of Florida and the Charter and Ordinances or other regulations of the Town of Ocean Ridge.



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State and local laws apply with regard to alcohol consumption. Users are permitted to have alcohol on the premises ONLY if indicated on the Use Application, and only if liability insurance has been provided (see below). The sale of alcohol is only permitted upon presentation of proper documentation provided to the Town a minimum of thirty (30) days prior to the event.

The User assumes all liability for serving and consumption of alcohol to and by guests. The Town assumes NO responsibility for any inappropriate behavior resulting from consumption of alcoholic beverages by the guests of any event at the Town Facility. No alcohol use shall be approved if any attendees are under twenty-one (21) years of age. It is the User's responsibility to police the age restriction. If it is determined that any attendees at a function including the use of alcohol are under the age of 21 years, the Town retains the right to terminate the use immediately.

Users who have alcohol present, or whose activities are determined by the Town to be of a high risk nature, or who utilize vendors for their event, shall be required to list the Town as an "additional insured" in a policy providing \$500,000 single limit bodily injury and property damage liability coverage. This should be provided a minimum of seven (7) days prior to event. Failure to comply with this section may result in the cancellation of your facility use.

Events expected to exceed 100 (118 maximum) persons in attendance shall require Town Manager approval. Events involving children aged 17 and under will require adult supervision at a ratio of 1 adult per 10 children.

User understands that there is no smoking allowed at the Town Hall facility.

Indemnification:

To the fullest extent permitted by laws and regulations, User agrees to indemnify, defend, save and hold harmless the Town and its respective officers, agents and employees, from all claims, damages, liabilities, losses, causes of action, liens or judgments of any kind or nature whatsoever which may arise out of, in connection with, or because of the use, maintenance, or operation of the facilities. User shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to reasonable attorney's fees and costs to defend all claims or suits, in the name of the Town when applicable. Such indemnification shall not be limited to the amount of insurance available from any source. Nothing contained herein is intended nor shall be construed to waive the Town's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time. The provisions of this Paragraph shall survive the execution, delivery and performance of this Agreement.

Use begins at the time the User takes possession of the facilities and use ends when all participants and vendors have vacated the premises.

The Applicant, by endorsement, certifies that the information provided is true and correct and that he/she has read and understands the regulations governing the use of the Town facility and agrees to comply with such regulations. Failure to comply with the rental conditions may prohibit future facility rentals.

Carolann Besler
Signature of Applicant

10/28/24
Date

Requested Use Approved

Town Manager or Designee

Date



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Received

OCT 28 2024

Facility Use Application

Town of Ocean Ridge

Organization Name/Contact Person: StarBright Carol Besler

Address: 5906 Old Ocean Blvd. Phone: 609 647 0260
Ocean Ridge

Email Address cabb6@comcast.net

Date and Time Requested: Date: Feb. 12, 2025 Time: 6pm until 8pm

Rooms/Areas/Equipment Requested (check all that apply):

- | | |
|--|--|
| ☐ Community Room | ☐ Overhead Monitors |
| ☒ Commission Chambers (includes kitchenette) | ☐ Microphones |
| ☐ Town Hall Foyer | |
| ☐ Library | |
| ☐ Courtyard / Patio and Lawn | |

Purpose of Rental or Title of Event: Meditation and Sound Bowl Session

Please provide a detailed description of the event, activities to be held, and equipment you or a vendor will be bringing to the event: (use additional sheet if necessary)

musical meditation and talk

Number of people attending function: 20-25

Function open to public ☒ yes ☐ no

~~Will there~~ be an admission fee or donation ☒ yes ☐ no

Alcohol Present ☐ yes ☒ no

Assistance Requested for Setup/Tear down ☐ yes ☒ no

☐ Setup ☐ Tear Down

Request Parking Control or Police Services ☐ yes ☒ no

Category of permitted use (check only one):

☒ Civic – Town sponsored events and events held by groups that provide a service to the Town and are governed by a Board and Bylaws such as Property Owners Associations, the Garden Club, and similar civic uses.

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☐ Resident Uses – meetings, lectures, discussion groups and other similar informational type events.

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The facility shall be inspected by the facility supervisor both before and after use. If clean-up is necessary it will be done by the User. If the User fails to clean-up the facility, then the User will accept the financial obligation for this action and an additional fee of \$25.00 per hour will be charged, with a minimum charge of one hour.

Parking Control or Police Services may be required for certain events. If you request or are required to obtain Police Services, there will be a three-hour minimum charge at the rate of \$45.00 per hour per Officer on normal days, or \$60.00 per hour per Officer on holidays. The charge for a police vehicle will be \$15.00 per hour. The application to request special duty detail Officers will need to be filled out in addition to this application and can be found on the Town website at www.oceanridgeflorida.com.

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Use request that requires staff supervision must be submitted at least three (3) weeks prior to the event date to accommodate scheduling.

The Town reserves the right to cancel the Use Agreement in the event of a severe weather watch or warning posted within seven (7) days of the reservation date, or when other acts of God, catastrophe or unforeseen circumstances beyond the Town's control are present.

No kitchen facilities will be made available other than the kitchenette located in the Commission Chambers.

Town chairs and tables may be used at no cost. Town Tables must be covered during their use to prevent staining and/or damage.

No food or drink shall be permitted on the dais in the Commission Chambers due to the existence of electronic equipment.

All garbage generated by the User shall be removed from the premises by the User. Town dumpsters are not available for public use.

No outside equipment is permitted unless approved by the Town prior to the event.

The User shall supervise the event or activity to ensure that there is no abuse of the facility, nor any violation of the laws of the State of Florida and the Charter and Ordinances or other regulations of the Town of Ocean Ridge.



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The User assumes all liability for serving and consumption of alcohol to and by guests. The Town assumes NO responsibility for any inappropriate behavior resulting from consumption of alcoholic beverages by the guests of any event at the Town Facility. No alcohol use shall be approved if any attendees are under twenty-one (21) years of age. It is the User's responsibility to police the age restriction. If it is determined that any attendees at a function including the use of alcohol are under the age of 21 years, the Town retains the right to terminate the use immediately.

Users who have alcohol present, or whose activities are determined by the Town to be of a high risk nature, or who utilize vendors for their event, shall be required to list the Town as an "additional insured" in a policy providing \$500,000 single limit bodily injury and property damage liability coverage. This should be provided a minimum of seven (7) days prior to event. Failure to comply with this section may result in the cancellation of your facility use.

Events expected to exceed 100 (118 maximum) persons in attendance shall require Town Manager approval. Events involving children aged 17 and under will require adult supervision at a ratio of 1 adult per 10 children.

User understands that there is no smoking allowed at the Town Hall facility.

Indemnification:

To the fullest extent permitted by laws and regulations, User agrees to indemnify, defend, save and hold harmless the Town and its respective officers, agents and employees, from all claims, damages, liabilities, losses, causes of action, liens or judgments of any kind or nature whatsoever which may arise out of, in connection with, or because of the use, maintenance, or operation of the facilities. User shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to reasonable attorney's fees and costs to defend all claims or suits, in the name of the Town when applicable. Such indemnification shall not be limited to the amount of insurance available from any source. Nothing contained herein is intended nor shall be construed to waive the Town's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time. The provisions of this Paragraph shall survive the execution, delivery and performance of this Agreement.

Use begins at the time the User takes possession of the facilities and use ends when all participants and vendors have vacated the premises.

The Applicant, by endorsement, certifies that the information provided is true and correct and that he/she has read and understands the regulations governing the use of the Town facility and agrees to comply with such regulations. Failure to comply with the rental conditions may prohibit future facility rentals.

Carol Ann Bealer
Signature of Applicant

10/28/24
Date

Requested Use Approved

Town Manager or Designee

Date



TOWN OF OCEAN RIDGE

6450 North Ocean Boulevard, Ocean Ridge, Florida 33435
(561) 732-2635 Main ♦ (561) 734-7031 Fax
oceanridgeflorida.com ♦ info@oceanridgeflorida.com

Received
OCT 28 2024
Town of Ocean Ridge

Facility Use Application

Organization Name/Contact Person: StarBright Carol Bester

Address: 5906 Old Ocean Blvd. Phone: 609 647 0260
Ocean Ridge

Email Address cab6@comcast.net

Date and Time Requested: Date: Mar. 15 2025 Time: 11 - 1³⁰ until

Rooms/Areas/Equipment Requested (check all that apply):

- | | |
|--|---|
| ☒ Community Room | ☒ Overhead Monitors |
| ☒ Commission Chambers (includes kitchenette) | ☒ Microphones |
| ☐ Town Hall Foyer | |
| ☐ Library | |
| ☐ Courtyard / Patio and Lawn | |

Purpose of Rental or Title of Event: Aging Gracefully workshop, speaker
Estate Planning

Please provide a detailed description of the event, activities to be held, and equipment you or a vendor will be bringing to the event: (use additional sheet if necessary)

Number of people attending function: 20-25

- | | |
|--|---|
| Function open to public | ☒ yes ☐ no |
| Will there be an admission fee or donation | ☐ yes ☒ no |
| Alcohol Present | ☐ yes ☒ no |
| Assistance Requested for Setup/Tear down | ☐ yes ☒ no |
| | ☐ Setup ☐ Tear Down |
| Request Parking Control or Police Services | ☐ yes ☒ no |

Category of permitted use (check only one):

- ☒ Civic – Town sponsored events and events held by groups that provide a service to the Town and are governed by a Board and Bylaws such as Property Owners Associations, the Garden Club, and similar civic uses.
- ☐ Sponsored Uses – non-profit events/programs sponsored by a Town resident or other governmental agency as approved by the Town Commission.
- ☐ Resident Uses – meetings, lectures, discussion groups and other similar informational type events.
- ☐ Other – uses or events not described above as permitted within the sole discretion of the Town Manager or Town Commission. List here: _____



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Fees & Damage Deposit:

The facility rental fee is \$10 per hour. In addition, the User is required to pay a refundable damage deposit of \$200. The User shall be responsible for the condition of the facility, its furnishings and equipment. The User will assume the cost of cleaning, repairing, or replacing any Town property that is not returned in pre-rental condition. Part or all of the \$200 deposit may be refunded, depending upon the condition of the facility after the event.

The User shall be responsible for setup and breakdown of chairs, tables, equipment, etc. within the reservation period. Should the User require assistance from Town staff for setup and/or breakdown, a flat fee of \$25.00 shall be charged for setup and a separate \$25.00 fee shall be charged for breakdown should the User have notified the Town for the need of Town staff assistants. If such assistance is needed for either setup or breakdown without notice having been provided to the Town, a fee of \$25.00 per hour or any portion thereof shall be charged and must be paid prior to the return of any deposit on hold. Setup and breakdown service by Town staff only includes movement of Town owned tables and chairs, and opening/closing of the wall between the two rooms. The setup and breakdown does not include any moving, removing, or cleaning of the user's materials.

The facility shall be inspected by the facility supervisor both before and after use. If clean-up is necessary it will be done by the User. If the User fails to clean-up the facility, then the User will accept the financial obligation for this action and an additional fee of \$25.00 per hour will be charged, with a minimum charge of one hour.

Parking Control or Police Services may be required for certain events. If you request or are required to obtain Police Services, there will be a three-hour minimum charge at the rate of \$45.00 per hour per Officer on normal days, or \$60.00 per hour per Officer on holidays. The charge for a police vehicle will be \$15.00 per hour. The application to request special duty detail Officers will need to be filled out in addition to this application and can be found on the Town website at www.oceanridgeflorida.com.

Admission fees charged by the user or donations collected by the user will not be permitted unless approved by the Town Commission prior to the event. The sale of goods, services, food or beverage is not permitted unless approved by the Town Commission prior to the event.

Use Conditions:

The facilities are unsuitable for and shall not be provided for major private social events such as weddings, banquets, birthday celebrations, anniversary parties, retirement parties, political fundraising or campaign events, and other similar events.

Use request that requires staff supervision must be submitted at least three (3) weeks prior to the event date to accommodate scheduling.

The Town reserves the right to cancel the Use Agreement in the event of a severe weather watch or warning posted within seven (7) days of the reservation date, or when other acts of God, catastrophe or unforeseen circumstances beyond the Town's control are present.

No kitchen facilities will be made available other than the kitchenette located in the Commission Chambers.

Town chairs and tables may be used at no cost. Town Tables must be covered during their use to prevent staining and/or damage.

No food or drink shall be permitted on the dais in the Commission Chambers due to the existence of electronic equipment.

All garbage generated by the User shall be removed from the premises by the User. Town dumpsters are not available for public use.

No outside equipment is permitted unless approved by the Town prior to the event.

The User shall supervise the event or activity to ensure that there is no abuse of the facility, nor any violation of the laws of the State of Florida and the Charter and Ordinances or other regulations of the Town of Ocean Ridge.



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The User assumes all liability for serving and consumption of alcohol to and by guests. The Town assumes NO responsibility for any inappropriate behavior resulting from consumption of alcoholic beverages by the guests of any event at the Town Facility. No alcohol use shall be approved if any attendees are under twenty-one (21) years of age. It is the User's responsibility to police the age restriction. If it is determined that any attendees at a function including the use of alcohol are under the age of 21 years, the Town retains the right to terminate the use immediately.

Users who have alcohol present, or whose activities are determined by the Town to be of a high risk nature, or who utilize vendors for their event, shall be required to list the Town as an "additional insured" in a policy providing \$500,000 single limit bodily injury and property damage liability coverage. This should be provided a minimum of seven (7) days prior to event. Failure to comply with this section may result in the cancellation of your facility use.

Events expected to exceed 100 (118 maximum) persons in attendance shall require Town Manager approval. Events involving children aged 17 and under will require adult supervision at a ratio of 1 adult per 10 children.

User understands that there is no smoking allowed at the Town Hall facility.

Indemnification:

To the fullest extent permitted by laws and regulations, User agrees to indemnify, defend, save and hold harmless the Town and its respective officers, agents and employees, from all claims, damages, liabilities, losses, causes of action, liens or judgments of any kind or nature whatsoever which may arise out of, in connection with, or because of the use, maintenance, or operation of the facilities. User shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to reasonable attorney's fees and costs to defend all claims or suits, in the name of the Town when applicable. Such indemnification shall not be limited to the amount of insurance available from any source. Nothing contained herein is intended nor shall be construed to waive the Town's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time. The provisions of this Paragraph shall survive the execution, delivery and performance of this Agreement.

Use begins at the time the User takes possession of the facilities and use ends when all participants and vendors have vacated the premises.

The Applicant, by endorsement, certifies that the information provided is true and correct and that he/she has read and understands the regulations governing the use of the Town facility and agrees to comply with such regulations. Failure to comply with the rental conditions may prohibit future facility rentals.

Carolann Bealer
Signature of Applicant

10/30/24
Date

Requested Use Approved

Town Manager or Designee

Date



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Facility Use Application

Organization Name/Contact Person:

OR Garden Club / Sallie Howell

Address:

27 Harbor Dr S

Phone:

203-233-1738

Email Address:

Sallie Howell@sbcglobal.net

Date and Time Requested: Date:

12/10

Time:

2:30 until 5:30

Rooms/Areas/Equipment Requested (check all that apply):

☒ Community Room

☒ Commission Chambers (includes kitchenette)

☐ Town Hall Foyer

☐ Library

☐ Courtyard/Patio and Lawn

☐ Overhead Monitors

☐ Microphones

Purpose of Rental or Title of Event:

ORGC civic event of holiday wreath

Please provide a detailed description of the event, activities to be held, and equipment you or a vendor will be bringing to the event: (use additional sheet if necessary)

24 participant max table set up in chambers

and two in back for supplies

We will bring table covering & extension cords

Number of people attending function:

24

Function open to public:

Registration Required

☒ yes ☐ no

Will there be an admission fee or donation:

☒ yes ☐ no

Alcohol Present:

☒ yes ☐ no

Assistance Requested for Setup/Tear down:

☒ yes ☐ no

☒ Setup ☒ Tear Down

Request Parking Control or Police Services:

☐ yes ☒ no

Category of permitted use (check only one):

☒ Civic – Town sponsored events and events held by groups that provide a service to the Town and are governed by a Board and Bylaws such as Property Owners Associations, the Garden Club, and similar civic uses.

☐ Sponsored Uses – non-profit events/programs sponsored by a Town resident or other governmental agency as approved by the Town Commission.

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Signature of Applicant

Dec 2 2024
Date

Requested Use Approved

Town Manager or Designee

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers 10148 Riverside Drive Toluca Lake, CA 91602		CONTACT NAME: Joseph Guerrero PHONE (A/C No. Ext): (800) 364-2433 E-MAIL ADDRESS: support@rvnuccio.com FAX (A/C No): (818) 980-1595	
INSURED Ocean Ridge Garden Club Corp 27 Harbour Dr S Ocean Ridge, FL 33435		INSURER(S) AFFORDING COVERAGE INSURER A: Fireman's Fund Insurance Company INSURER B: Axis Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 21873 37273	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	☒		UST021822230 NAA000043171	10/9/2024	10/9/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 1,000,000 MEDICAL EXPENSE \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured Wording: Start Date: 10/24/2024 End Date: 10/24/2024 Event Description: Garden Club business meeting

CERTIFICATE HOLDER

Ocean Ridge Town Hall
6450 North Ocean Blvd
Ocean Ridge, FL 33435

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Guerrero

© 1988-2010 ACORD CORPORATION. All rights reserved.

CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

6450 North Ocean Blvd

Ocean Ridge ,FL 33435

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A: In the performance of your ongoing operations; or

B. In connection with your premises owned by, or rented to you.

Agenda: Monday, December 9, 2024
Memo: Item #9.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Lynne Ladner, Town Manager

**Subject: Review of timeline and scope of project for proposed Countywide
Transportation Master Plan RFP.**

The commission previously passed a resolution in support of the county's efforts to develop a transportation master plan. A summary of the RFP proposal, the timeline, and the draft RFP are presented for the commission's review.

Suggested Motion:

Respectfully,
Lynne Ladner, Town Manager



SUMMARY OF SCOPE OF SERVICES

Countywide Transportation Master Plan (CTMP)

The goal of the Countywide Transportation Master Plan (CTMP) is to establish a multijurisdictional process and planning framework that provides for a countywide vision for transportation and mobility that safely connects people to places. The plan incorporates an intergovernmental coordination approach as may be necessary to create an effective, convenient, and regionally connected multimodal system. The CTMP will identify multimodal transportation needs, and establish a method for on-going intergovernmental coordination of land use and transportation projects. The document will be used as a foundation for Palm Beach County and municipalities within the County to separately adopt and/or update their own specific plan of improvements. Each jurisdiction will be able to select appropriate recommendations that fit the needs of each unique community while coordinating regionally significant transportation corridors through the recommended framework. Ultimately, each plan of improvement adopted by each individual jurisdiction may lead to a plan-based improvement methodology as set forth and specifically referenced in Florida State Statutes.

The following five components are associated with the Scope of Work for the Project. Each component will consist of multiple tasks that must be completed with input from technical stakeholders. The Consultant shall present the information to the stakeholders at key project milestones for additional input as needed.

1. **Project Initiation**
2. **Initial Public Engagement and Data Collection**
3. **Analysis**
4. **Preparation of Master Plan**
5. **Presentation of Draft Master Plan and Recommendations**

Additional Services

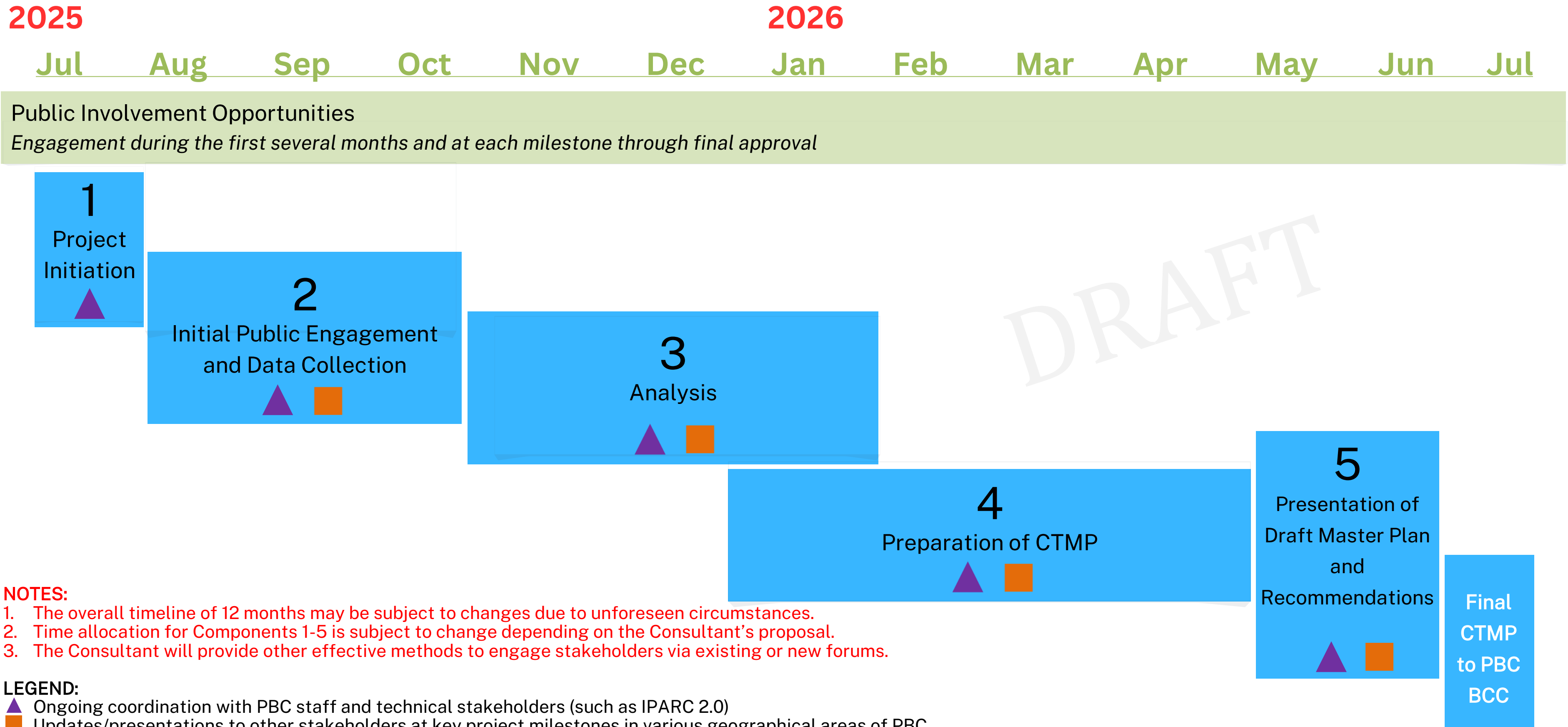
The Consultant may be asked to provide additional related services. The cost may be negotiated and contracted on an hourly rate or lump sum basis.

Proposed Timeline for RFP release and recommended Award (the following dates are estimated and may be subject to change):

1. Release of RFP, December 2024
2. RFP submittal date, February 2025
3. RFP Evaluation period (Cone of Silence), February 2025 through April 2025
4. RFP recommendation for Award, BCC June 2025

Countywide Transportation Master Plan (CTMP) Estimated Timeline

(Post RFP/Consultant Selection – DRAFT)



Countywide Transportation Master Plan RFP Estimated Timeline

(DRAFT)

August 30, 2024	September 2024	Early October 2024	Mid-October 18, 2024	November 2024	December 2024
PBCCMA Meeting - Consensus to form Core Technical Team (CTT) to develop Scope of Work (SOW) and review process with MICFEC and PBCCMA Task Force	9/9, 9/13, 9/19, 9/26 CTT meetings to develop Draft SOW	10/3 CTT finalized SOW Distribute draft SOW or summary and timeline to PBC Administration and Purchasing for review	OBEO Goal Setting Committee Issues Forum 10/31 Meeting	11/1 PBCCMA Task Force Meeting to review draft SOW and Timelines 11/25 MICFEC to review RFP Summary and Timelines	BCC update RFP Release
January 2025	Late February 2025	March 2025	April 2025	May 2025	June 2025
Pre-submission Meeting	RFP Submission Deadline PBC Purchasing Evaluation Period – Cone of Silence	PBC Purchasing Evaluation Period	PBC Purchasing Evaluation Period	Contract Negotiation Period	PBC BCC Contract Award (TBD)

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 11/30/2024

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

GL Number	Description	24-25 Amended Budget	YTD Balance 11/30/2024 (Abnormal)	Activity For 11/30/2024 (Decrease)	Balance 11/30/2024 Normal (Abnormal)	% Bdg Used
Fund: 001 GENERAL FUND						
Account Category: Revenues						
Department: 310.000 TAXES						
001-310.000-311.000	AD VALOREM TAXES (NET)	9,085,029.00	294,807.92	294,807.92	8,790,221.08	3.24
001-310.000-312.410	LOCAL OPTION 6 CENT GAS TAX	37,000.00	0.00	0.00	37,000.00	0.00
001-310.000-312.420	SECOND LOCAL OPTION FUEL TAX	17,500.00	0.00	0.00	17,500.00	0.00
001-310.000-313.100	ELECTRIC FRANCHISE TAX	225,000.00	21,550.07	21,550.07	203,449.93	9.58
001-310.000-314.100	UTILITY SERVICE TAX ELECTRIC	290,000.00	30,294.66	30,294.66	259,705.34	10.45
001-310.000-314.800	UTILITY SERVICE TAX PROPANE	55,000.00	1,767.43	1,767.43	53,232.57	3.21
001-310.000-314.900	UTILITY SERVICE TAX WATER	100,000.00	0.00	0.00	100,000.00	0.00
001-310.000-315.000	COMMUNICATION SERVICES TAX	41,000.00	3,090.84	3,090.84	37,909.16	7.54
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	0.00	0.00	150,000.00	0.00
Total Dept 310.000 - TAXES		10,002,029.00	351,510.92	351,510.92	9,650,518.08	3.51
Department: 320.000 LICENSES & PERMITS						
001-320.000-321.100	PROF & OCCUPATIONAL LICENSES	1,300.00	0.00	0.00	1,300.00	0.00
001-320.000-322.100	BUILDING PERMITS	700,000.00	101,405.00	55,657.99	598,595.00	14.49
001-320.000-329.100	SIGN PERMITS	300.00	30.00	15.00	270.00	10.00
001-320.000-329.200	ALARM USER PERMITS	2,000.00	0.00	0.00	2,000.00	0.00
001-320.000-329.600	RENTAL REGISTRATIONS	2,000.00	70.00	35.00	1,930.00	3.50
Total Dept 320.000 - LICENSES & PERMITS		705,600.00	101,505.00	55,707.99	604,095.00	14.39
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	52,000.00	9,750.84	4,875.42	42,249.16	18.75
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	0.00	0.00	165,000.00	0.00
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	15,198.00	0.00	0.00	15,198.00	0.00
001-330.000-338.000	PB COUNTY & CTY WIDE OCC LIC	7,000.00	256.87	256.87	6,743.13	3.67
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	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 330.000 - INTERGOVERNMENTAL REVENUE		251,488.00	10,007.71	5,132.29	241,480.29	3.98
Department: 340.000 CHARGES FOR SERVICES						
001-340.000-341.200	ZONING FEES	30,000.00	7,500.00	0.00	22,500.00	25.00
001-340.000-341.400	CERT COPYING RECORD SEARCH ETC	5,000.00	300.00	240.00	4,700.00	6.00
001-340.000-341.900	OTHER GEN GOVT CHARGES & FEES	11,000.00	1,962.67	673.10	9,037.33	17.84
001-340.000-342.100	LAW ENFORCEMENT/FIRE SERVICE	221,700.00	0.00	0.00	221,700.00	0.00
001-340.000-342.300	ALARM MONITORING	40,000.00	0.00	0.00	40,000.00	0.00
001-340.000-342.800	SPECIAL DETAIL SERVICES	45,000.00	1,040.00	1,040.00	43,960.00	2.31
001-340.000-342.900	OTHER PUB SAFETY CHARGES &FEES	1,500.00	47.88	1.00	1,452.12	3.19
001-340.000-343.400	GARBAGE AND TRASH REVENUE	340,000.00	560.00	200.00	339,440.00	0.16
Total Dept 340.000 - CHARGES FOR SERVICES		694,200.00	11,410.55	2,154.10	682,789.45	1.64
Department: 350.000 FINES & FORFEITURES						
001-350.000-351.100	COURT FINES - COURT CASES	1,850.00	(191.45)	0.00	2,041.45	(10.35)
001-350.000-351.300	POLICE EDUCATION \$2.00	400.00	10.94	0.00	389.06	2.74
001-350.000-354.000	VIOLATIONS OF LOCAL ORDINANCES	25,000.00	3,755.00	1,275.00	21,245.00	15.02

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 11/30/2024

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

GL Number	Description	24-25 Amended Budget	YTD Balance 11/30/2024 Normal (Abnormal)	Activity For 11/30/2024 Increase (Decrease)	Available Balance 11/30/2024 Normal (Abnormal)	% Bdgt Used
Fund: 001 GENERAL FUND						
Account Category: Revenues						
Department: 350.000 FINES & FORFEITURES						
Total Dept 350.000 - FINES & FORFEITURES		27,250.00	3,574.49	1,275.00	23,675.51	13.12
Department: 360.000 MISCELLANEOUS REVENUES						
001-360.000-361.100	INTEREST EARNED (SAV, INV, ETC.)	500,000.00	39,791.41	0.00	460,208.59	7.96
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	134.93	134.93	1,365.07	9.00
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	5.00	5.00	495.00	1.00
Total Dept 360.000 - MISCELLANEOUS REVENUES		507,500.00	39,931.34	139.93	467,568.66	7.87
Department: 380.000 NON - REVENUES						
001-380.000-380.100	FUND BALANCE UNAPPROPRIATED	58,913.00	0.00	0.00	58,913.00	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		63,913.00	0.00	0.00	63,913.00	0.00
Revenues		12,251,980.00	517,940.01	415,920.23	11,734,039.99	4.23

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 11/30/2024

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

GL Number	Description	24-25 Amended Budget	YTD Balance 11/30/2024 (Abnormal)	Activity For 11/30/2024 (Decrease)	Balance Normal	Available 11/30/2024 (Abnormal)	% Bdgt Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 511.101 TOWN COMMISSION							
001-511.101-501.100	EXECUTIVE SALARIES	6,000.00	1,000.00	500.00		5,000.00	16.67
001-511.101-502.100	FICA TAXES	459.00	76.50	38.25		382.50	16.67
001-511.101-502.200	RETIREMENT CONTRIBUTIONS	825.00	0.00	0.00		825.00	0.00
001-511.101-502.400	WORKERS' COMPENSATION	50.00	12.50	0.00		37.50	25.00
001-511.101-504.000	TRAVEL & PER DIEM	5,000.00	567.07	0.00		4,432.93	11.34
001-511.101-504.100	COMMUNICATIONS SERV PHONE ETC	3,000.00	503.40	251.70		2,496.60	16.78
001-511.101-504.500	INSURANCE LIAB, HAZARD, DAMAGE	26,764.00	1,146.21	0.00		25,617.79	4.28
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	2,800.00	0.00	0.00		2,800.00	0.00
Total Dept 511.101 - TOWN COMMISSION		45,398.00	3,305.68	789.95		42,092.32	7.28
Department: 512.102 TOWN MANAGER							
001-512.102-501.100	EXECUTIVE SALARIES	156,040.00	30,047.30	18,082.33		125,992.70	19.26
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	3,500.00	0.00	0.00		3,500.00	0.00
001-512.102-502.100	FICA TAXES	11,494.00	2,298.61	1,383.29		9,195.39	20.00
001-512.102-502.200	RETIREMENT CONTRIBUTIONS	56,373.00	0.00	0.00		56,373.00	0.00
001-512.102-502.300	LIFE & HEALTH INSURANCE	13,278.00	2,214.92	1,107.46		11,063.08	16.68
001-512.102-502.310	LONG TERM DISABILITY	660.00	0.00	0.00		660.00	0.00
001-512.102-502.400	WORKERS' COMPENSATION	100.00	25.00	0.00		75.00	25.00
001-512.102-504.000	TRAVEL & PER DIEM	4,950.00	3,251.77	0.00		1,698.23	65.69
001-512.102-504.100	COMMUNICATIONS SERV PHONE ETC	600.00	135.67	50.34		464.33	22.61
001-512.102-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,263.00	1,146.21	0.00		1,116.79	50.65
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	4,774.00	0.00	0.00		4,774.00	0.00
Total Dept 512.102 - TOWN MANAGER		263,432.00	39,119.48	20,623.42		224,312.52	14.85
Department: 513.103 TOWN CLERK/FINANCE							
001-513.103-501.100	EXECUTIVE SALARIES	94,153.00	17,900.87	10,809.79		76,252.13	19.01
001-513.103-501.200	REGULAR SALARIES AND WAGES	159,024.00	29,922.64	18,069.37		129,101.36	18.82
001-513.103-501.210	ONE TIME LUMP SUM INCREASE	2,000.00	0.00	0.00		2,000.00	0.00
001-513.103-501.400	OVERTIME & VACATION PAY	2,000.00	188.10	88.72		1,811.90	9.41
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	18,796.00	3,672.89	2,216.04		15,123.11	19.54
001-513.103-502.200	RETIREMENT CONTRIBUTIONS	40,101.00	0.00	0.00		40,101.00	0.00
001-513.103-502.300	LIFE & HEALTH INSURANCE	62,162.80	7,510.52	3,755.26		54,652.28	12.08
001-513.103-502.310	LONG TERM DISABILITY	2,122.00	0.00	0.00		2,122.00	0.00
001-513.103-502.400	WORKERS' COMPENSATION	271.00	67.75	0.00		203.25	25.00
001-513.103-503.200	ACCOUNTING & AUDITING	43,500.00	0.00	0.00		43,500.00	0.00
001-513.103-503.400	OTHER CONTRACTUAL SERVICES	18,806.00	17,868.55	0.00		937.45	95.02
001-513.103-504.000	TRAVEL & PER DIEM	2,650.00	(425.00)	0.00		3,075.00	(16.04)
001-513.103-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,263.00	1,146.21	0.00		1,116.79	50.65
001-513.103-504.610	REPAIR & MAINTENANCE	1,000.00	0.00	0.00		1,000.00	0.00
001-513.103-504.900	OTHER CURRENT CHARGES	4,500.00	5,150.00	0.00		(650.00)	114.44
001-513.103-505.400	SUBSC, MEMBERSHIPS, EDUCATION	2,250.00	70.00	(35.00)		2,180.00	3.11
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		461,773.59	83,072.53	34,904.18		378,701.06	17.99

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 11/30/2024

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

GL Number	Description	24-25 Amended Budget	YTD Balance 11/30/2024 (Abnormal)	Activity For 11/30/2024 (Decrease)	Balance Normal	Available 11/30/2024 (Abnormal)	% Bdg Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 514.104 LEGAL							
001-514.104-503.100	PROFESSIONAL SERVICES	172,500.00	10,860.85	0.00	161,639.15		6.30
001-514.104-503.110	LEGAL SPECIAL COUNSEL	100,000.00	215.00	0.00	99,785.00		0.22
001-514.104-504.700	PRINTING	5,000.00	3,941.56	0.00	1,058.44		78.83
Total Dept 514.104 - LEGAL		277,500.00	15,017.41	0.00	262,482.59		5.41
Department: 515.105 APPOINTED BOARDS							
001-515.105-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,264.00	0.00	0.00	2,264.00		0.00
001-515.105-504.900	OTHER CURRENT CHARGES	750.00	0.00	0.00	750.00		0.00
Total Dept 515.105 - APPOINTED BOARDS		3,014.00	0.00	0.00	3,014.00		0.00
Department: 519.106 OTHER GENERAL GOVERNMENT							
001-519.106-503.100	PROFESSIONAL SERVICES	49,000.00	4,837.91	3,231.60	44,162.09		9.87
001-519.106-503.400	OTHER CONTRACTUAL SERVICES	61,885.00	0.00	0.00	61,885.00		0.00
001-519.106-504.100	COMMUNICATIONS SERV PHONE ETC	15,550.00	2,864.98	1,439.15	12,685.02		18.42
001-519.106-504.200	POSTAGE & FREIGHT	3,240.00	0.00	0.00	3,240.00		0.00
001-519.106-504.300	UTILITY SERVICE - ELEC & WATER	10,000.00	1,537.32	738.81	8,462.68		15.37
001-519.106-504.400	RENTALS & LEASES	2,000.00	455.96	158.89	1,544.04		22.80
001-519.106-504.500	INSURANCE LIAB, HAZARD, DAMAGE	165,340.00	81,380.91	0.00	83,959.09		49.22
001-519.106-504.610	REPAIR & MAINTENANCE	110,650.00	19,126.35	5,193.10	91,523.65		17.29
001-519.106-504.700	PRINTING	3,000.00	0.00	0.00	3,000.00		0.00
001-519.106-504.900	OTHER CURRENT CHARGES	12,075.00	1,160.00	1,160.00	10,915.00		9.61
001-519.106-504.910	ELECTION EXPENSES	16,450.00	0.00	0.00	16,450.00		0.00
001-519.106-505.100	OFFICE SUPPLIES	8,000.00	693.41	436.79	7,306.59		8.67
001-519.106-505.200	OPERATING SUPPLIES	4,500.00	138.94	0.00	4,361.06		3.09
001-519.106-505.400	SUBSC, MEMBERSHIPS, EDUCATION	23,070.00	0.00	0.00	23,070.00		0.00
001-519.106-506.400	MACHINERY & EQUIPMENT	8,000.00	0.00	0.00	8,000.00		0.00
001-519.106-507.000	COVENANT FROM DRAINAGE LOAN	400,000.00	0.00	0.00	400,000.00		0.00
001-519.106-507.010	COVENANTS FROM TH LOAN	225,000.00	0.00	0.00	225,000.00		0.00
001-519.106-507.200	DEBT SERVICE - INTEREST	158,000.00	0.00	0.00	158,000.00		0.00
Total Dept 519.106 - OTHER GENERAL GOVERNMENT		1,275,760.00	112,195.78	12,358.34	1,163,564.22		8.79
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL							
001-521.107-501.100	EXECUTIVE SALARIES	141,050.00	26,504.00	16,153.84	114,546.00		18.79
001-521.107-501.200	REGULAR SALARIES AND WAGES	2,099,257.00	318,714.00	194,088.00	1,780,543.00		15.18
001-521.107-501.210	ONE TIME LUMP SUM INCREASE	6,500.00	0.00	0.00	6,500.00		0.00
001-521.107-501.400	OVERTIME & VACATION PAY	125,000.00	19,400.06	11,260.78	105,599.94		15.52
001-521.107-501.410	VACATION PAY	15,000.00	2,918.09	829.73	12,081.91		19.45
001-521.107-501.500	SPECIAL PAY INCENTIVE	18,000.00	2,260.00	1,130.00	15,740.00		12.56
001-521.107-501.510	SPECIAL DETAIL PAY	40,000.00	2,970.00	1,760.00	37,030.00		7.43
001-521.107-501.600	HOLIDAY PAY	103,038.61	17,587.22	13,002.82	85,451.39		17.07
001-521.107-502.100	FICA TAXES	148,063.17	29,862.08	18,224.22	118,201.09		20.17
001-521.107-502.200	RETIREMENT CONTRIBUTIONS	673,137.00	0.00	0.00	673,137.00		0.00
001-521.107-502.300	LIFE & HEALTH INSURANCE	312,058.00	44,933.52	22,422.73	267,124.48		14.40
001-521.107-502.310	LONG TERM DISABILITY	9,792.00	0.00	0.00	9,792.00		0.00
001-521.107-502.400	WORKERS' COMPENSATION	50,186.00	11,141.32	0.00	39,044.68		22.20
001-521.107-503.100	PROFESSIONAL SERVICES	82,350.00	7,451.29	3,311.00	74,898.71		9.05
001-521.107-503.400	OTHER CONTRACTUAL SERVICES	1,508,890.00	0.00	0.00	1,508,890.00		0.00
001-521.107-504.000	TRAVEL & PER DIEM	111,350.00	0.00	0.00	111,350.00		0.00
001-521.107-504.100	COMMUNICATIONS SERV PHONE ETC	25,800.00	4,306.72	2,178.68	21,493.28		16.69

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 11/30/2024

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GL Number	Description	24-25 Amended Budget	YTD Balance 11/30/2024 (Abnormal)	Activity For 11/30/2024 (Decrease)	Balance Normal	Available 11/30/2024 (Abnormal)	% Bdg Used
Fund: 001 GENERAL FUND							
Account Category: Expenditures							
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL							
001-521.107-504.200	POSTAGE & FREIGHT	1,500.00	19.99	0.00		1,480.01	1.33
001-521.107-504.300	UTILITY SERVICE - ELEC & WATER	13,000.00	1,537.33	738.82		11,462.67	11.83
001-521.107-504.400	RENTALS & LEASES	2,540.00	422.54	211.27		2,117.46	16.64
001-521.107-504.500	INSURANCE LIAB, HAZARD, DAMAGE	55,172.00	29,367.04	1,858.00		25,804.96	53.23
001-521.107-504.610	REPAIR & MAINTENANCE	87,350.00	28.33	0.00		87,321.67	0.03
001-521.107-504.620	REPAIR & MAINTENANCE VEHICLE	23,500.00	874.10	52.94		22,625.90	3.72
001-521.107-504.630	REPAIR & MAINTENANCE DISPATCH	22,000.00	0.00	0.00		22,000.00	0.00
001-521.107-504.700	PRINTING	4,000.00	0.00	0.00		4,000.00	0.00
001-521.107-504.900	OTHER CURRENT CHARGES	3,500.00	603.38	0.00		2,896.62	17.24
001-521.107-505.100	OFFICE SUPPLIES	5,000.00	292.29	269.98		4,707.71	5.85
001-521.107-505.200	OPERATING SUPPLIES	24,150.00	124.40	0.00		24,025.60	0.52
001-521.107-505.210	OPERATING SUPPLIES GAS & OIL	51,000.00	5,189.33	4,187.22		45,810.67	10.18
001-521.107-505.220	OPERATING SUPPLIES UNIFORM/EMB	26,280.00	207.63	0.00		26,072.37	0.79
001-521.107-505.400	SUBSC, MEMBERSHIPS, EDUCATION	19,509.00	10,341.60	0.00		9,167.40	53.01
001-521.107-506.200	BUILDINGS (CAPITAL OUTLAY)	15,000.00	0.00	0.00		15,000.00	0.00
001-521.107-506.400	MACHINERY & EQUIPMENT	32,500.00	(24,550.00)	0.00		57,050.00	(75.54)
Total Dept 521.107 - LAW ENFORCEMENT & FIRE CONTROL		5,855,472.78	512,506.26	291,680.03		5,342,966.52	8.75
Department: 524.108 INSPECTIONS							
001-524.108-501.200	REGULAR SALARIES AND WAGES	59,424.00	11,717.30	6,551.40		47,706.70	19.72
001-524.108-501.400	OVERTIME & VACATION PAY	1,000.00	39.75	0.00		960.25	3.98
001-524.108-501.410	VACATION PAY	1,247.00	0.00	0.00		1,247.00	0.00
001-524.108-502.100	FICA TAXES	6,188.00	899.41	501.17		5,288.59	14.53
001-524.108-502.200	RETIREMENT CONTRIBUTIONS	12,922.00	0.00	0.00		12,922.00	0.00
001-524.108-502.300	LIFE & HEALTH INSURANCE	38,284.00	4,068.10	2,034.05		34,215.90	10.63
001-524.108-502.310	LONG TERM DISABILITY	1,002.00	0.00	0.00		1,002.00	0.00
001-524.108-502.400	WORKERS' COMPENSATION	2,049.00	434.07	0.00		1,614.93	21.18
001-524.108-503.100	PROFESSIONAL SERVICES	291,907.00	37,093.13	0.00		254,813.87	12.71
001-524.108-503.400	OTHER CONTRACTUAL SERVICES	134,775.00	0.00	0.00		134,775.00	0.00
001-524.108-504.000	TRAVEL & PER DIEM	1,850.00	0.00	0.00		1,850.00	0.00
001-524.108-504.200	POSTAGE & FREIGHT	1,800.00	0.00	0.00		1,800.00	0.00
001-524.108-504.400	RENTALS & LEASES	7,025.00	502.30	0.00		6,522.70	7.15
001-524.108-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,264.00	1,146.21	0.00		1,117.79	50.63
001-524.108-504.610	REPAIR & MAINTENANCE	1,000.00	0.00	0.00		1,000.00	0.00
001-524.108-504.620	REPAIR & MAINTENANCE VEHICLE	1,000.00	0.00	0.00		1,000.00	0.00
001-524.108-504.700	PRINTING	500.00	0.00	0.00		500.00	0.00
001-524.108-504.900	OTHER CURRENT CHARGES	5,200.00	0.00	0.00		5,200.00	0.00
001-524.108-505.100	OFFICE SUPPLIES	1,750.00	74.13	0.00		1,675.87	4.24
001-524.108-505.200	OPERATING SUPPLIES	500.00	183.92	0.00		316.08	36.78
001-524.108-505.210	OPERATING SUPPLIES GAS & OIL	3,500.00	0.00	0.00		3,500.00	0.00
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	3,720.00	0.00	0.00		3,720.00	0.00
001-524.108-506.400	MACHINERY & EQUIPMENT	6,600.00	0.00	0.00		6,600.00	0.00
Total Dept 524.108 - INSPECTIONS		585,807.00	56,158.32	9,086.62		529,648.68	9.59
Department: 534.111 GARBAGE & SOLID WASTE							
001-534.111-503.400	OTHER CONTRACTUAL SERVICES	327,340.00	0.00	0.00		327,340.00	0.00
Total Dept 534.111 - GARBAGE & SOLID WASTE		327,340.00	0.00	0.00		327,340.00	0.00

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 11/30/2024

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

GL Number	Description	24-25 Amended Budget	YTD Balance 11/30/2024 (Abnormal)	Activity For 11/30/2024 (Decrease)	Available Balance 11/30/2024 Normal (Abnormal)	% Bdgt Used
Fund: 001 GENERAL FUND						
Account Category: Expenditures						
Department: 539.112 OTHER PHYSICAL ENVIRONMENT						
001-539.112-503.100	PROFESSIONAL SERVICES	75,000.00	570.00	0.00	74,430.00	0.76
001-539.112-503.120	TOWN ENGINEER	118,000.00	16,913.75	0.00	101,086.25	14.33
001-539.112-503.400	OTHER CONTRACTUAL SERVICES	340,720.00	24,818.83	11,783.18	315,901.17	7.28
001-539.112-504.610	REPAIR & MAINTENANCE	193,500.00	4,983.75	4,983.75	188,516.25	2.58
Total Dept 539.112 - OTHER PHYSICAL ENVIRONMENT		727,220.00	47,286.33	16,766.93	679,933.67	6.50
Department: 541.113 PUBLIC WORKS						
001-541.113-501.200	REGULAR SALARIES AND WAGES	148,751.00	27,279.11	16,989.81	121,471.89	18.34
001-541.113-501.210	ONE TIME LUMP SUM INCREASE	1,500.00	0.00	0.00	1,500.00	0.00
001-541.113-501.400	OVERTIME & VACATION PAY	6,000.00	6,108.54	2,031.68	(108.54)	101.81
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	2,554.16	1,455.14	9,467.12	21.25
001-541.113-502.200	RETIREMENT CONTRIBUTIONS	28,014.29	0.00	0.00	28,014.29	0.00
001-541.113-502.300	LIFE & HEALTH INSURANCE	23,200.00	4,342.34	2,171.17	18,857.66	18.72
001-541.113-502.310	LONG TERM DISABILITY	1,283.00	0.00	0.00	1,283.00	0.00
001-541.113-502.400	WORKERS' COMPENSATION	13,950.00	2,893.86	0.00	11,056.14	20.74
001-541.113-503.100	PROFESSIONAL SERVICES	38,000.00	0.00	0.00	38,000.00	0.00
001-541.113-504.300	UTILITY SERVICE - ELEC & WATER	61,500.00	13,151.91	4,090.27	48,348.09	21.39
001-541.113-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,263.00	1,146.21	0.00	1,116.79	50.65
001-541.113-504.610	REPAIR & MAINTENANCE	59,500.00	1,062.50	1,062.50	58,437.50	1.79
001-541.113-504.620	REPAIR & MAINTENANCE VEHICLE	6,000.00	0.00	0.00	6,000.00	0.00
001-541.113-505.200	OPERATING SUPPLIES	4,700.00	0.00	0.00	4,700.00	0.00
001-541.113-505.210	OPERATING SUPPLIES GAS & OIL	9,000.00	0.00	0.00	9,000.00	0.00
001-541.113-505.220	OPERATING SUPPLIES UNIFORM/EMB	1,200.00	0.00	0.00	1,200.00	0.00
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	0.00	0.00	20,000.00	0.00
001-541.113-505.400	SUBSC, MEMBERSHIPS, EDUCATION	1,100.00	0.00	0.00	1,100.00	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		454,382.25	58,538.63	27,800.57	395,843.62	12.88
Department: 580.114 CONTINGENCY						
001-580.114-509.900	CONTINGENCY	500,000.00	1,686.63	0.00	498,313.37	0.34
Total Dept 580.114 - CONTINGENCY		500,000.00	1,686.63	0.00	498,313.37	0.34
Department: 590.100 TRANSFER TO CAPITAL PROJECTS						
001-590.100-509.110	TRANSFER TO CAPITAL PROJECTS	2,729,309.00	0.00	0.00	2,729,309.00	0.00
Total Dept 590.100 - TRANSFER TO CAPITAL PROJECTS		2,729,309.00	0.00	0.00	2,729,309.00	0.00
Expenditures		13,506,408.62	928,887.05	414,010.04	12,577,521.57	6.88
Fund 001 - GENERAL FUND:						
TOTAL REVENUES		12,251,980.00	517,940.01	415,920.23	11,734,039.99	
TOTAL EXPENDITURES		13,506,408.62	928,887.05	414,010.04	12,577,521.57	
NET OF REVENUES & EXPENDITURES:		(1,254,428.62)	(410,947.04)	1,910.19	(843,481.58)	
BEG. FUND BALANCE		8,876,324.07	8,876,324.07			
FUND BALANCE ADJUSTMENTS			59,511.45			
END FUND BALANCE		7,621,895.45	8,524,888.48			

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 11/30/2024

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

GL Number	Description	24-25	YTD Balance	Activity For	Available	% Bdgt Used
		Amended Budget	Normal (Abnormal)	11/30/2024 Increase (Decrease)	Balance 11/30/2024 Normal (Abnormal)	
Fund: 302 CAPITAL PROJECTS FUND						
Account Category: Revenues						
Department: 380.000 NON - REVENUES						
302-380.000-381.100	INTERFUND TRANSFER	2,729,309.00	0.00	0.00	2,729,309.00	0.00
Total Dept 380.000 - NON - REVENUES		2,729,309.00	0.00	0.00	2,729,309.00	0.00
Revenues		2,729,309.00	0.00	0.00	2,729,309.00	0.00

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 11/30/2024

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

GL Number	Description	24-25 Amended Budget	YTD Balance 11/30/2024 (Normal (Abnormal))	Activity For 11/30/2024 Increase (Decrease)	Available Balance 11/30/2024 Normal (Abnormal)	% Bdgt Used
Fund: 302 CAPITAL PROJECTS FUND						
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	52,500.00	0.00	0.00	52,500.00	0.00
Total Dept 519.106 - OTHER GENERAL GOVERNMENT		72,500.00	0.00	0.00	72,500.00	0.00
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL						
302-521.107-506.400	MACHINERY & EQUIPMENT	349,352.00	0.00	0.00	349,352.00	0.00
Total Dept 521.107 - LAW ENFORCEMENT & FIRE CONTROL		349,352.00	0.00	0.00	349,352.00	0.00
Department: 524.108 INSPECTIONS						
302-524.108-506.400	MACHINERY & EQUIPMENT	7,797.00	0.00	0.00	7,797.00	0.00
Total Dept 524.108 - INSPECTIONS		7,797.00	0.00	0.00	7,797.00	0.00
Department: 539.112 OTHER PHYSICAL ENVIRONMENT						
302-539.112-506.300	IMPROVEMENTS NOT BUILDINGS	2,274,860.00	939,734.33	392,344.24	1,335,125.67	41.31
Total Dept 539.112 - OTHER PHYSICAL ENVIRONMENT		2,274,860.00	939,734.33	392,344.24	1,335,125.67	41.31
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		2,729,309.00	939,734.33	392,344.24	1,789,574.67	34.43
Fund 302 - CAPITAL PROJECTS FUND:						
TOTAL REVENUES		2,729,309.00	0.00	0.00	2,729,309.00	
TOTAL EXPENDITURES		2,729,309.00	939,734.33	392,344.24	1,789,574.67	
NET OF REVENUES & EXPENDITURES:		0.00	(939,734.33)	(392,344.24)	939,734.33	
BEG. FUND BALANCE		394,700.03	394,700.03			
END FUND BALANCE		394,700.03	(545,034.30)			
Report Totals:						
TOTAL REVENUES - ALL FUNDS		14,981,289.00	517,940.01	415,920.23	14,463,348.99	
TOTAL EXPENDITURES - ALL FUNDS		16,235,717.62	1,868,621.38	806,354.28	14,367,096.24	
NET OF REVENUES & EXPENDITURES:		(1,254,428.62)	(1,350,681.37)	(390,434.05)	96,252.75	

Agenda: Monday, December 9, 2024
Memo: Item #11.

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

Subject: Approval of Clarke Mosquito contract for 2025

The Clarke Environmental Mosquito is due for renewal, they have not requested an increase over the last several year but are seeking a 3% increase for the contract for 2025.

Suggested Motion:

Respectfully,
Lynne Ladner, Town Manager



3036 Michigan Avenue
Kissimmee, FL 34744
407.944.0520 p
407.944.0709 f
www.clarke.com

October 17, 2024

Lynne Ladner
Town Manager/ Finance Director
6450 N. Ocean Blvd.
Ocean Ridge, FL 33435

Dear Lynne Ladner,

Thank you for choosing Clarke as your public health mosquito control provider. We appreciate your business and look forward to working with the Town of Ocean Ridge in the 2025 season. Clarke Environmental Mosquito Management hereby agrees to the renewal to provide professional public health mosquito control services to the Town of Ocean Ridge from January 2025 to December 2025 in accordance with the terms of the contract in effect.

Due to the consumer price index (CPI) of over ~7% (2023- 4.1% & 2024- 3.2%) over the last two years and increases in fuel prices, and chemical costs, Clarke is requesting a **3% price increase** to our services program in the table below. The 2024 Service Price was \$48,477.00 and the 2025 Service Price request is \$49,931.00.

Service	Number of Treatments
Mosquito Surveillance	12
OMRI-Certified Larvicide (Wetland Treatments)	12
OMRI-Certified Larvicide (Storm drain Treatments)	2
Electric Ground ULV Applications	26
Backpack Barrier	36
Total Price	\$49,931.00

Thank you for your continued confidence in Clarke Environmental Mosquito management. We sincerely appreciate the opportunity to protect the Town of Ocean Ridge from mosquitoes/ noseeums.

Sincerely,

Darrel Bagiotti

Clarke
SE Control Consultant
dbagiotti@clarke.com
(954) 594-0079

SERVICES AGREEMENT
(Mosquito Control Services)

THIS SERVICES AGREEMENT ("Agreement") is entered on _____, 2024, by and between the **Town of Ocean Ridge**, a Florida municipal corporation ("Town") and **Clarke Mosquito Control Products, Inc.**, a corporation authorized to do business in the State of Florida ("Contractor").

RECITALS

WHEREAS, the Town is in need of mosquito control services for the Town of Ocean Ridge; and

WHEREAS, the Town has a contract with the Contractor for said mosquito control services which expired in 2024; and

WHEREAS, the Contractor has provided a proposal to the Town to continue to provide mosquito control services to the Town; and

WHEREAS, section 2-217(b)(12) of the Town's code of ordinances authorizes the Town Commission to award a contract for services without utilizing sealed competitive method or obtaining quotes where the Town Commission declares by at least a four-fifths affirmative vote that the sealed competitive method or obtaining writing quotes is not in the best interests of the Town; and

WHEREAS, Town staff believes that the Contractor has provided excellent service in the past, that the Contractor is familiar with the Town, that the Contractor's proposed price is fair and reasonable, and that the Town will not benefit from a competitive process or obtaining other written quotes; and

WHEREAS, Contractor warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions relating to the Contractor's provision of services; and,

WHEREAS, the Town finds entering this Agreement with the Contractor serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and Contractor agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements and findings for the Town Commission.

SECTION 2: CONTRACTOR'S SERVICES. The Contractor shall provide those services as more specifically described in the Contractor's proposal, which is attached hereto as **Exhibit "A"**. The Town's representative under this Agreement is the Town Manager or designee.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that the Contractor will act hereunder as an independent contractor and none of the Contractor's officers, directors, employees, independent contractors, representatives or agents performing services for the Contractor pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Contractor is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

a. **Term.** The term of this Agreement shall commence upon the execution this Agreement by the Town Manager and shall remain in effect for **one (1) year** unless earlier terminated as stated herein. This Agreement may be extended by the parties via a written amendment to this Agreement.

b. **Time for Completion.** Time is of the essence in the performance of this Agreement. Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the requirements of all applicable laws.

c. **Force Majeure.** Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Contractor or Town may suspend its performance under this Agreement as a result of a force majeure event without being in default of this Agreement, but upon the removal of such force majeure event, the Contractor or Town shall resume its performance as soon as is reasonably possible. Upon the Contractor's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Contractor's failure to perform was without its or its approved subcontractor's fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. **Termination without cause.** Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

e. **Termination for cause.** Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement for breach shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) business day period without further notice or demand.

f. **Early Termination.** If this Agreement is terminated before the completion of all services by either party, the Contractor shall:

1. Stop services on the date and to the extent specified including without limitation services of any approved subcontractors.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
3. Continue and complete all parts of the services that have not been terminated.

g. **Effect of Termination.** Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to the date of termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation existing under the laws of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Contractor of such occurrence and either the Town or Contractor may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the

preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Contractor for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. **Payments.** The Town agrees to compensate Contractor for its services **in the annual not to exceed amount of Forty-Nine Thousand Nine Hundred Thirty-One Dollars (\$49,931.00)** in accordance with the Contractor's proposal. The Town shall not reimburse Contractor for travel, vehicle expenses, or any additional costs incurred as a direct or indirect result of Contractor providing services to the Town under this Agreement without a signed written amendment to this Agreement.

b. **Invoices.** Contractor shall provide invoices to the Town on a **quarterly basis** identifying tasks performed on behalf of the Town. Invoices will be reviewed for approval and if an invoice is not approved, the Town will notify Contractor within ten (10) calendar days of deficiencies in the invoice. Once the deficiencies are corrected and a new or amended invoice submitted, the Town shall make payment within twenty (20) days. Invoices will normally be paid within thirty (30) days following the Town's receipt of Contractor's invoice.

SECTION 6: INDEMNIFICATION. The Contractor agrees to indemnify and hold harmless the Town, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision (at all trial and appellate levels). This includes claims made by the employees of the Contractor against the Town and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Nothing contained in the foregoing indemnification or in this Agreement shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement. The Contractor warrants that all persons utilized in the performance of this Agreement have and shall maintain for the life of this Agreement the appropriate licensing and qualifications to perform the services under this Agreement.

SECTION 8: PERSONNEL. Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUBCONTRACTORS. The Town reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. All subcontractors providing professional services to Contractor under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement and indemnify the Town as required of the Contractor under this Agreement. In the event that a subcontractor does not have insurance or does not meet the insurance limits as stated in this Agreement, Contractor shall indemnify and hold harmless the Town for any claim in excess of the subcontractor's insurance coverage, arising out of the negligent acts, errors or omissions of the subcontractor.

SECTION 10: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. Contractor is not authorized to use the Town's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, Contractor shall provide proof of insurance coverage as required hereunder on a primary, non-contributing basis. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial general liability	\$1,000,000 per occurrence
(Products/completed operations	\$2,000,000 annual aggregate
Contractual, insurance broad form property, Independent Contractor, personal injury)	
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability policy will name the Town as an "additional insured" and proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The Town and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be exclusively held in the venue of Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. Contractor shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier or sub-Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the Town shall be sent to:

Town of Ocean Ridge
Attn: Town Manager
6450 N. Ocean Blvd.
Ocean Ridge, FL 33435

and if sent to Contractor, shall be sent to:

Clarke Mosquito Control Products, Inc.
675 Sidwell Court
St. Charles, IL 60174

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The Town and Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a nonexclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Contractor fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda

attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to Contractor to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town. The Effective Date is the date this Agreement is executed by the Town.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be signed digitally and each digitally signed counterpart shall be considered as an original of the signing party.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms and conditions in this Agreement and the Contractor's proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Contractor's proposal, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products by Contractor for the Town shall become the property of the Town. Contractor may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of Contractor, the undersigned hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of Contractor for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the Town.

d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF OCEAN RIDGE, ATTN: TOWN CLERK AT (561) 732-2635, KAVERY@OCEANRIDGEFLORIDA.COM, 6450 N. OCEAN BLVD., OCEAN RIDGE, FL 33435.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 36: SCRUTINIZED COMPANIES.

- a. The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- b. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of services under this Agreement.
- c. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.
- d. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same.
- e. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 37: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register

with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;

c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Town upon request;

d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

f. Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

SECTION 38: COMPLIANCE WITH SECTION 787.06. By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Services Agreement (Mosquito Control Services) as of the day and year set forth above.

TOWN OF OCEAN RIDGE

By: _____
Lynne Ladner, Town Manager

ATTEST:

By: _____
Kelly Avery, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy L. Goddeau, Town Attorney

CONTRACTOR: CLARKE MOSQUITO CONTRL PRODUCTS, INC.

By: Darrel Bagiotti

[Corporate Seal]

Print Name: Darrel Bagiotti

Title: Control Consultant

STATE OF Florida
COUNTY OF Osceola

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization on this 6th day of December 2024, by Darrel Bagiotti, as the Control Consultant [Title] of Clarke Mosquito Control Product, Inc., a company authorized to do business in the State of Florida, who is ☒ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind the Contractor to the same.

Crystal Challacombe
Notary Public Signature

Notary Seal:

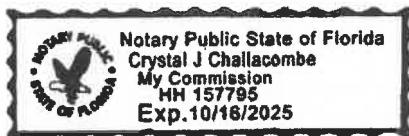


EXHIBIT "A"
CONTRACTOR's PROPOSAL
(One page)



Agenda: Monday, December 9, 2024
Memo: Item #12.

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

Subject: Emergency Change Order for N Ocean Blvd project

On Tuesday December 3rd, Foster Marine the project contractor for the water main project discovered an issue with several valves that without emergency authorization would have halted progress for a week until after the December commission meeting.

The issue which is described in the Request for Information document outlines issues with existing valves that prevent them from operating properly and that without the requested changes would necessitate shutting down all properties on both sides of the road without water north of 6880 N Ocean Blvd to Island Dr for an undetermined amount of time.

Suggested Motion: I move to...Approved emergency change order as authorized by the town manager to prevent the work stoppage and necessary additional valves to prevent an outage for properties along the N Ocean Ave water main project.

Respectfully,
Lynne Ladner, Town Manager

Agenda: Monday, December 9, 2024
Memo: Item #13.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Christy Goddeau, Town Attorney

Subject: Approval on Second Reading of Ordinance 2024-02: An Ordinance Of The Town Of Ocean Ridge, Florida, Amending The Land Development Code At Chapter 64, “Zoning”, Article III, “Supplemental Regulations”, Section 64-44, “Fences, Walls And Hedges”, To Clarify The Regulations Regarding Hedges And To Clarify The Landscape Requirements For Walls And Fences Facing And Adjacent To The Public Rights-Of-Way; Providing For Codification, Severability, Conflicts, And An Effective Date

As you may know, the Planning and Zoning Commission has been reviewing issues with various land use and zoning ordinances. The Planning and Zoning Commission recently recommended changes to subsection 64-44(d) regarding the landscaping requirement for walls and fences adjacent to and facing the public rights-of-way. Specifically, the Commission recommended that the Town clarify that the side of the fence or wall facing the public right-of-way satisfies the current requirement of at least 50 percent of the linear distance of the fence or wall to be landscaped. Proposed Ordinance No. 2024-02 makes this clarification. Language was also added to this subsection to ensure future maintenance of such wall or fence landscaping.

In reviewing section 64-44, it was also noted that this section contains the current height limitation on walls and fences in subsection (c). This is the same subsection that was recently mis-interpreted as placing those same walls and fence height limitations on hedges. Thus, the Planning and Zoning Commission also recommends revisions to subsection 64-44(c) to clarify that there is no height limitation on hedges unless otherwise required by the Code (e.g., hedges adjacent to public rights-of-way must be trimmed to ensure safe passage of vehicular traffic and appropriate visual clearances at intersections). Proposed Ordinance No. 2024-02 makes these clarifications.

The Planning and Zoning Commission recommends Ordinance No. 2024-02 for approval by the Town Commission. This ordinance passed on first reading at the November 4, 2024, Regular Town Commission Meeting.

If you have any questions, please let me know.

Staff recommends approval of Ordinance 2024-02 on second reading.

Suggested Motion: I move to approve Ordinance 2024-02 on second reading.

Respectfully,
Christy Goddeau, Town Attorney

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE TOWN OF OCEAN RIDGE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE AT CHAPTER 64, “ZONING”, ARTICLE III, “SUPPLEMENTAL REGULATIONS”, SECTION 64-44, “FENCES, WALLS AND HEDGES”, TO CLARIFY THE REGULATIONS REGARDING HEDGES AND TO CLARIFY THE LANDSCAPE REQUIREMENTS FOR WALLS AND FENCES FACING AND ADJACENT TO THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the Town of Ocean Ridge, Florida (“Town”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, section 64-44 of the Town’s Land Development Code provides regulations for fences, walls, and hedges throughout the Town; and

WHEREAS, the Town seeks to clarify the regulations in section 64-44 regarding hedges within the Town and to clarify the landscape regulations regarding walls and fences adjacent to the public rights-of-way; and

WHEREAS, the Town’s Planning and Zoning Commission reviewed this Ordinance at its meeting on October 15, 2024 and found the same is consistent with the Town’s Comprehensive Plan and recommended approval of the Ordinance to the Town Commission; and,

WHEREAS, the Town Commission for the Town of Ocean Ridge finds that this Ordinance is consistent with the Town’s Comprehensive Plan and serves a valid public purpose and is in the best interests of the Town of Ocean Ridge.

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

SECTION 1 – Findings of Fact: The **WHEREAS** clauses set forth above are adopted and incorporated herein as true findings of fact of the Town Commission and that this Ordinance is a lawful exercise of the Town’s police power.

SECTION 2 – Amendment: Chapter 64, entitled “Zoning”, Article III, entitled “Supplemental Regulations”, Section 64-44, entitled “Fences, Walls and Hedges”, is hereby amended to read as follows (underline denotes added language; ~~strike through~~ denotes deleted language):

Chapter 64 – ZONING

Article III. – SUPPLEMENTAL REGULATIONS

Sec. 64-44. – Fences, Walls and Hedges:

Sec. 64-44. Fences, walls and hedges.

- (a) In all residential districts, fences, walls and hedges may be erected or maintained along or adjacent to a lot line.
- (b) All tennis courts shall be fenced, and, should such fence be greater than six feet in height, it shall be constructed of material allowing no less than 50 percent light and 50 percent air circulation, shall not be roofed and shall be placed subject to all building setback requirements.
- (c) The height of a wall ~~or, fence or hedge~~ located in the front yard shall be measured on the street side of the wall ~~or, fence or hedge~~ from the top of the ~~wall or, fence or hedge, wall or hedge~~. The height of walls and fences located in the front yard setback shall not exceed four feet in height. The height of a wall ~~or, fence or hedge~~ located in a side or rear yard setback shall be measured on either side of the wall ~~or, fence or hedge~~ from the top of the wall ~~or, fence or hedge~~. Walls and fences located in a side or rear yard setback shall not exceed six feet in height from the lowest grade opposite such point of measurement. Where the grade elevation is different on either side of the wall or fence, and the wall or fence is within five feet of the property line, the wall or fence height may be increased, as measured from the lowest grade, by one-half of the difference in elevations, provided that such increase is constructed of lattice, open bars, or other type of nonsolid material which will permit no less than 50 percent light and 50 percent air circulation. Except as may otherwise be provided for in this Code, there shall be no maximum height for hedges.
- (d) Additional landscaping requirements: In any location where a fence or a wall is placed along or parallel to an improved public right-of-way (roadway or waterway), the following additional landscaping requirements shall apply:
 - (1) Not more than 50 percent of any wall, fence, ~~or hedge~~, or other plant material (measured linearly) shall be within 18 inches from the public right-of-way; and
 - (2) At least 50 percent of the linear distance of any such wall or fence facing the public right-of-way shall be landscaped using plant materials and standards as provided in article IV, landscaping, of chapter 66 of this land development code. Notwithstanding any other requirement of this land development code, such landscaping shall be shown on the site plan furnished to the town for permitting and maintained in accordance with the requirements of this Code.

If at any time, a hedge or other plant material(s) authorized by this section appears to hinder the safe and convenient vehicular or pedestrian movement in the public right-of-way, the Town reserves the right to require all such hedge or other plant material(s) to be trimmed to allow for the safe and convenient flow of vehicular and pedestrian movement in the public right-of-way.

- (e) *Chain link fences; where permitted and prohibited.* No chain link fence shall be permitted to be erected in or across any yard within the town which abuts an improved street or

waterway. Where chain link fences are permitted, they may extend only up to and no further than the setback line of any adjacent yard or portion of the lot which abuts an improved street or waterway. All chain link fences shall be made of or covered in their entirety by vinyl.

- (f) Block walls: No concrete block, or cinder block wall, but not including split face, or other decorative block, shall be erected within the town unless the same shall be finished with stucco with integral color or finished with stucco and painted, or finished with other decorative opaque material so the seams of the blocks are obscured.
- (g) A wall or fence may include lighting or decorative elements which exceed the height limitation herein provided such do not cause off-site lighting or shading effects and do not constitute more than five percent of the cumulative area of the fence.

SECTION 3 - Codification: This Ordinance shall be codified in the Code of Ordinances of the Town of Ocean Ridge, Florida.

SECTION 4 - Repeal of Conflicting Ordinances: All ordinances, resolutions, or parts of ordinances and resolutions in conflict herewith are hereby repealed.

SECTION 5 - Severability: If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 6 - Effective Date: This Ordinance shall become effective immediately upon adoption.

FIRST READING this 4th day of November, 2024.

SECOND AND FINAL READING this ____ day of _____, 2024.

Commissioner _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

	AYE	NAY
GEOFF PUGH, Mayor	_____	_____
STEVE COZ, Vice Mayor	_____	_____
CAROLYN CASSIDY, Commissioner	_____	_____
DAVID HUTCHINS, Commissioner	_____	_____
AINAR AIJALA JR., Commissioner	_____	_____

The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission of the Town of Ocean Ridge, Florida, on second reading, 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

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Christy Goddeau, Town Attorney

**Subject: Approval on First Reading of Ordinances No. 2024-03 and 2024-04:
Updates To Chapters 66 And 67 Regarding Flood Damage
Prevention And The Technical Codes And Other Construction
Standards**

On June 20, 2024, FEMA issued a letter of final determination (LFD) to affected Florida municipalities to establish a 6-month deadline to demonstrate that their municipal regulations conform to the minimum requirements of the National Flood Insurance Program (NFIP) and remain eligible for participation in the NFIP. In addition, the Town participates in the NFIP Community Rating System (CRS) and has CRS Class Rating of 6.

The Town's outside consultants reviewed the Town's floodplain management provisions and determined that some amendments must be adopted concurrently to create consistency. As a result both Chapter 66 and Chapter 67 are proposed to be amended to:

1. Update the date of the flood insurance study and flood insurance rate map in Chapter 66;
2. To specify elevation of manufactured homes in flood hazard areas in Chapter 66;
3. To update the definition of substantial improvement (reduction from 5 year look-back to 2 year look-back) and exempt storm hardening measures from the calculation thereof in Chapter 66;
4. To address enclosures below required elevations in Chapter 66;
5. To establish resolution-based local amendments to the Florida Building Code as having the force and effect of an ordinance;
6. To remove duplicative provisions in Chapter 67; and,
7. To make sure the definitions of "substantial improvement" and "substantial damage" are consistent throughout the Code of Ordinances.

Please note, the amendments to Chapter 67 do not address section 67-32, which is entitled "Floor Elevations" as that section was not revised by the consultants but the Town Engineer's office has identified some issues with that section that need to be updated. Those updates will come back for to the Town Commission after being addressed by the Planning and Zoning Commission and a recommendation on the revisions is made.

During its October meeting, the Planning and Zoning Commission reviewed the ordinances and requested a further review of the “substantial improvement” definition. The Planning and Zoning Commission approved the ordinances at its November meeting.

If you have any questions, please let me know.

Staff recommends approval of Ordinances 2024-03 & 2024-04 on First Reading.

Suggested Motion: I move to approve Ordinances 2024-03 & 2024-04 on First Reading.

Respectfully,
Christy Goddeau, Town Attorney

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE TOWN OF OCEAN RIDGE, FLORIDA, AMENDING ITS LAND DEVELOPMENT CODE AT CHAPTER 67, "BUILDING AND BUILDING REGULATIONS," ARTICLE III, "TECHNICAL CODES AND OTHER CONSTRUCTION STANDARDS," DIVISION 1, "GENERALLY," SECTION 67-31, "ADOPTION OF THE FLORIDA BUILDING CODE AMENDMENTS," TO CLARIFY THAT THE TOWN'S ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE ADOPTED BY RESOLUTION SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORDINANCE WITHIN THE TOWN; AMENDING SECTION 67-39, "TECHNICAL AMENDMENTS," TO UPDATE AND MAKE CONSISTENT WITH THE PROVISIONS CONCURRENTLY UPDATED IN CHAPTER 66 REGARDING FLOOD DAMAGE PREVENTION AND TO DELETE INCONSISTENT PROVISIONS; AMENDING CHAPTER 67, "BUILDING AND BUILDING REGULATIONS," ARTICLE III, "TECHNICAL CODES AND OTHER CONSTRUCTION STANDARDS," DIVISION 2, "ADMINISTRATION AND ENFORCEMENT," SECTION 67-55, "CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS," TO CLARIFY WHO MAY HEAR VARIANCE REQUESTS FROM THE BUILDING CODE; AND DELETING CHAPTER 67, "BUILDING AND BUILDING REGULATIONS," ARTICLE III, "TECHNICAL CODES AND OTHER CONSTRUCTION STANDARDS," DIVISION 3, "AMENDMENTS TO THE FLORIDA BUILDING CODE," TO AVOID ANY CONFUSION WITH THE APPLICATION OF SECTION 67-31; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the Town of Ocean Ridge, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to subsection 67-31(a) of the Town Code of Ordinances ("Town Code"), the Florida Building Code as adopted by the state legislature, and as amended from time to time, is incorporated by reference and adopted as the building code for the town; and

WHEREAS, pursuant to subsection 67-31(b) of the Town Code, administrative amendments to the Florida Building Code are adopted by resolution of the Town Commission and are effective within the Town; and

WHEREAS, section 67-31 of the Town Code should be amended to clarify that administrative amendments to the Florida Building Code adopted by the Town Commission via resolution should have the same force and effect as a duly adopted Town ordinance; and

WHEREAS, section 67-60 of the Town Code, which is reserved for additional administrative amendments to the Florida Building Code, is duplicative of section 67-31 and should be deleted; and

WHEREAS, section 67-39 of the Town Code should be amended to be consistent with the concurrent amendments being made to Chapter 66 regarding flood damage prevention; and

WHEREAS, section 67-55 should be amended to clarify that in the event the Town Commission has not appointed members to the Construction Board of Adjustment and Appeals, the Board of Adjustment shall hear all variance requests from the Building Code; and

WHEREAS, this Ordinance has been reviewed by the Town's Planning and Zoning Commission, which recommended approval of the same; and

WHEREAS, nothing in this Ordinance is inconsistent with the goals and objectives of the Town's Comprehensive Plan; and

WHEREAS, the Town Commission for the Town of Ocean Ridge finds that this Ordinance serves a valid public purpose and is in the best interests of the Town of Ocean Ridge.

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

SECTION 1 – Findings of Fact: The **WHEREAS** clauses set forth above are adopted and incorporated herein as true findings of fact of the Town Commission and as an exercise of the Town's home-rule police power.

SECTION 2 – Amendment: Chapter 67, entitled "Building and Building Regulations," Article III, entitled "Technical Codes and Other Construction Standards," Division 1, entitled "Generally," Section 67-31, entitled "Adoption of the Florida Building Code and amendments," is hereby amended to read as follows (underline denotes added language; ~~strike through~~ denotes deleted language):

Chapter 67 – BUILDING AND BUILDING REGULATIONS

Article III. – TECHNICAL CODES AND OTHER CONSTRUCTION STANDARDS

Division 1 – GENERALLY

Sec. 67-31 Adoption of the Florida Building Code and amendments

- (a) The Florida Building Code as adopted by the state legislature, and as amended from time to time, is hereby incorporated by reference and adopted as the building code for the town.
- (1) As required by paragraph 1609.3, of the Florida Building Code, wind speed lines in the area of jurisdiction of the town are hereby established as set forth on the basic wind speed map, which is hereby adopted and incorporated as if fully set forth herein, of which copies have been and are now filed in the office of the clerk of the town.
- (2) Pursuant to table 1604.5 of the Florida Building Code, entitled Risk Category of Buildings and Other Structures, figures 1609A, 1609B and 1609C, establishing ultimate design wind speeds respectively of 170 mph, 190 mph and 160 mph in the town, are hereby adopted and incorporated as if fully set forth herein, copies of which have been and are now filed in the office of the clerk of the town.
- (b) Administrative amendments to the Florida Building Code may ~~shall~~ be adopted by resolution of this town commission, and shall have the same force and effect as an ordinance within the Town, ~~be effective within the town and~~ will be on file with the town clerk.

SECTION 3 - Amendment: Chapter 67, entitled “Building and Building Regulations”, Article III, entitled “Technical Codes and Other Construction Standards”, Division 1, entitled “Generally”, Section 67-39, entitled “Technical Amendments”, is hereby amended to read as follows (underline denotes added language; ~~strike through~~ denotes deleted language):

Chapter 67 – BUILDING AND BUILDING REGULATIONS

Article III. – TECHNICAL CODES AND OTHER CONSTRUCTION STANDARDS

Division I. – GENERALLY

Section 67-39 – Technical amendments.

- (a) Technical amendments to the Florida Building Code, Residential.
- (1) Cumulative substantial improvement. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term “Substantial Improvement” shall be as defined in Section 66-25.
- (2) Repetitive flood damage. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term “Substantial Damage” shall be as defined in Section 66-25.
- (3) Substantial Damage. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term “Substantial Damage” shall be as defined in Section 66-25.
- (4) Enclosures below required elevations.

a. Enclosed areas below elevated dwellings in coastal high hazard areas (Zone V) and Coastal A Zones are not permitted, except where enclosed by insect screening or open lattice.

b. Enclosed areas below elevated dwellings in flood hazard areas other than coastal high hazard areas (Zone V) and Coastal A Zones shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Where perimeter walls are permitted, the limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

c. Enclosed areas below elevated buildings other than dwellings shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.

R322.2.1 Elevation requirements.

1. ~~Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.~~
2. ~~Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.~~
3. ~~In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 1 foot, or at least 3 feet if a depth number is not specified.~~
4. ~~Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.~~

Exception: ~~Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.~~

R322.2.2 Enclosed areas below design flood elevation. ~~Enclosed areas, including crawl spaces, that are below the design flood elevation shall:~~

1. ~~Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).~~

R322.3.4 Walls below design flood elevation. ~~Walls are permitted below the elevated floor, provided that such walls are not part of the structural support of the building or structure and:~~

1. ~~Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and~~
2. ~~Are constructed with insect screening or open lattice; or~~
3. ~~Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe-loading resistance of not less than 10 (470 Pa) and no more than 20 pounds per square foot (958 Pa); or~~
4. ~~Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), the construction documents shall include documentation prepared and sealed by a registered design professional that:~~
 - 4.1. ~~The walls below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.~~
 - 4.2. ~~The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the design flood. Wind loading values used shall be those required by this code.~~

~~R322.3.5 Enclosed areas below design flood elevation.~~ ~~Enclosed areas below the design flood elevation are not permitted.~~

~~Exception:~~ ~~Areas enclosed by insect screening or open lattice.~~

(b) ~~Technical amendments to the Florida Building Code, building.~~

~~1612.4.2 Additional requirements for enclosed areas.~~ ~~In addition to the requirements of ASCE 24, enclosed areas below the design flood elevation shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators.~~

~~Change a definition as follows:~~

~~SUBSTANTIAL IMPROVEMENT.~~ ~~Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a 5-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to July 10, 2017. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

1. ~~Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
2. ~~Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

~~SUBSTANTIAL DAMAGE.~~ ~~Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or~~

~~exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

~~(c) Technical amendments to the Florida Building Code, existing building.~~

~~**SUBSTANTIAL IMPROVEMENT.** Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a 5-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to July 10, 2017. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~

~~Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

~~**SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

SECTION 4 - Amendment: Chapter 67, entitled “Building and Building Regulations”, Article III, entitled “Technical Codes and Other Construction Standards”, Division 2, entitled “Administration and Enforcement”, Section 67-55, entitled “Construction board of adjustment and appeals”, is hereby amended to read as follows (underline denotes added language; ~~strike through~~ denotes deleted language):

Chapter 67 – BUILDING AND BUILDING REGULATIONS

Article III. – TECHNICAL CODES AND OTHER CONSTRUCTION STANDARDS

Division 2 – CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

Sec. 67-55 Construction board of adjustments and appeals

There is hereby established a board, to be called the construction board of adjustments and appeals, which shall consist of five members. Such board, whenever possible, shall be composed of an architect, a general contractor or engineer, an electrical contractor, a plumbing

contractor, and a member at large from the building industry. Such board shall be appointed by the town commission to hold such appointment at its pleasure. The board shall have the power and duty prescribed in the standards and countywide amendments adopted in section 67-31. In lieu of the board established herein, during the term of any agreement between the town and the county wherein the county reviews and issues building permits in the town, the town commission may forward an appeal to be heard before the county construction board of adjustments and appeals, or similar duly authorized appellate body. Application fees and costs shall be as approved by the town commission by resolution. In the event this town commission has not appointed members to the construction board of adjustments and appeals, this town's board of adjustment shall hear all appeals and variance requests that would normally be heard by the construction board of adjustments and appeals.

SECTION 5 – Amendment: Chapter 67, entitled “Building and Building Regulations”, Article III, entitled “Technical Codes and Other Construction Standards”, Division 3, entitled “Amendments to the Florida Building Code”, is amended as follows: underline denotes added language; ~~strike through~~ denotes deleted language):

DIVISION 3. – Reserved. AMENDMENTS TO THE FLORIDA BUILDING CODE

Sec. 67-60. – ~~Reserved. Amendments adopted.~~

~~The amendments to the Florida Building Code, 2017 6th Edition, are hereby adopted by the town through a resolution adopted by the town commission.~~

SECTION 6 - Codification: This Ordinance shall be codified in the Code of Ordinances of the Town of Ocean Ridge, Florida.

SECTION 7 - Repeal of Conflicting Ordinances: All ordinances, resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed.

SECTION 8 - Severability: If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 9 - Effective Date: This Ordinance shall become effective immediately upon adoption.

FIRST READING this ____ day of _____, 2024.

SECOND AND FINAL READING this ____ day of _____, 2024.

Commissioner _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

GEOFF PUGH, Mayor
STEVE COZ, Vice Mayor
CAROLYN CASSIDY, Commissioner
DAVID HUTCHINS, Commissioner
AINAR AIJALA JR., Commissioner

AYE	NAY
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission of the Town of Ocean Ridge, Florida, on second reading, 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

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE TOWN OF OCEAN RIDGE, FLORIDA, AMENDING CHAPTER 66, “ENVIRONMENTAL REGULATIONS,” ARTICLE II, “FLOOD DAMAGE PREVENTION,” DIVISION 1, “ADMINISTRATION,” TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; AND FOR OTHER PURPOSES; AMENDING CHAPTER 1, “GENERAL PROVISIONS,” SECTION 1-3, “DEFINITIONS,” TO MAKE THE DEFINITIONS OF “SUBSTANTIAL DAMAGE” AND “SUBSTANTIAL IMPROVEMENTS” CONSISTENT WITH SECTION 66-25; AND PROVIDING FOR APPLICABILITY, CODIFICATION, REPEAL OF CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in or Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas, with an effective date of December 20, 2024; and

WHEREAS, the Town Commission for the Town of Ocean Ridge has determined that it is in the public interest to amend Chapter 66 of the Town’s code of ordinances to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps; and

WHEREAS, the Town of Ocean Ridge participates in the National Flood Insurance Program and participates in the NFIP’s Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class 6, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020, the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for the Town of Ocean Ridge to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the Town Commission for the Town of Ocean Ridge determined that it is in the public interest to amend the floodplain management regulations to better protect

manufactured homes and to continue participating in the Community Rating System at the current class rating; and

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the Town Commission of the Town of Ocean Ridge previously adopted local amendments to the Florida Building Code and is reformatting those amendments as part of the floodplain management regulations; and

WHEREAS, for consistency purposes, the definitions of “substantial damage” and “substantial improvement” in Chapter 1 of the Town Code also need to be revised to be consistent with the revisions in Chapter 66; and,

WHEREAS the Town Commission of the Town of Ocean Ridge finds that the adoption of this Ordinance serves a valid public purpose.

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

SECTION 1 – Findings of Fact: The **WHEREAS** clauses set forth above are adopted and incorporated herein as true findings of fact of the Town Commission and as an exercise of the Town’s home-rule police power.

SECTION 2 – Amendments to Chapter 66: Chapter 66, entitled “Environmental Regulations,” Article II, entitled “Flood Damage Prevention,” Division 1, Entitled “Administration,” is hereby amended as follows (underline denotes added language; ~~strike through~~ denotes deleted language):

Chapter 66 – ENVIRONMENTAL REGULATIONS

Article II. - Flood Damage Prevention

Division 1. – Administration

Sec. 66-16. General.

- (a) *Title.* These regulations shall be known as the Floodplain Management Ordinance of the Town of Ocean Ridge, hereinafter referred to as "this article."
- (b) *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

- (c) *Intent.* The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 - (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 - (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 - (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 - (5) Minimize damage to public and private facilities and utilities;
 - (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 - (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 - (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.
- (d) *Coordination with the Florida Building Code.* This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- (e) *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by the town, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this town to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.
- (f) *Disclaimer of liability.* This article shall not create liability on the part of this town commission of Ocean Ridge or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

Sec. 66-17. Applicability.

- (a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (b) Areas to which this article applies. This article shall apply to all flood hazard areas within this town of Ocean Ridge, as established in section 66-17(c) below.
- (c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas dated ~~October 5, 2017~~ December 20, 2024, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the town clerk's office at 6450 N. Ocean Blvd., Ocean Ridge, Florida 33435.
 - (1) Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to section 66-20 of this article the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the town indicates that ground elevations:
 - a. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.
 - b. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.
- (d) *Other laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law except as otherwise specifically provided.
- (e) *Abrogation and greater restrictions.* This ~~article ordinance~~ ordinance supersedes any ordinances or regulations in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances or regulations including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinances or regulations, the more restrictive shall govern. This ~~article ordinance~~ ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.
- (f) *Interpretation.* In the interpretation and application of this article, all provisions shall be:
 - (1) Considered as minimum requirements;
 - (2) Liberally construed in favor of the governing body; and
 - (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 66-18. Duties and powers of the floodplain administrator.

- (a) *Designation.* The town manager is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.
- (b) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this article. The floodplain administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to section 66-22 of this article
- (c) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
 - (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
 - (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - (4) Provide available flood elevation and flood hazard information;
 - (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
 - (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
 - (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.
- (d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:
 - (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of

- the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage"; and
 - (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.
- (e) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section 66-22 of this article.
- (f) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.
- (g) *Inspections.* The floodplain administrator shall make the required inspections as specified in section 66-21 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- (h) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including but not limited to:
- (1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 66-18(d) above;
 - (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;

- (4) Review required design certifications and documentation of elevations specified by this article and the Florida Building Code and this article to determine that such certifications and documentations are complete;
 - (5) Notify the Federal Emergency Management Agency when the corporate boundaries of this town of Ocean Ridge are modified; and
 - (6) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."
- (i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the town clerk's office at 6450 N. Ocean Blvd. Ocean Ridge, Florida 33435.

Sec. 66-19. Permits.

- (a) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.
- (b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

- (1) Buildings, structures and facilities exempt from the Florida Building Code. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:
 - a. Railroads and ancillary facilities associated with the railroad.
 - b. Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
 - c. Temporary buildings or sheds used exclusively for construction purposes.
 - d. Mobile or modular structures used as temporary offices.
 - e. Those structures or facilities of electric utilities, as defined in section F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
 - f. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - g. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - h. Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
 - i. Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps
- (c) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the town. The information provided shall:
 - (1) Identify and describe the development to be covered by the permit or approval.
 - (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - (3) Indicate the use and occupancy for which the proposed development is intended.
 - (4) Be accompanied by a site plan or construction documents as specified in section 66-20 of this article.
 - (5) State the valuation of the proposed work.
 - (6) Be signed by the applicant or the applicant's authorized agent.
 - (7) Give such other data and information as required by the floodplain administrator.

- (d) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinances or regulations of the town. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.
- (e) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.
- (f) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this town.
- (g) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:
 - (1) The South Florida Water Management District; section 373.036, F.S.
 - (2) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
 - (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S.
 - (4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.
 - (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
 - (6) Federal permits and approvals.

Sec. 66-20. Site plans and construction documents.

- (a) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:
 - (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
 - (2) Where base flood elevations or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with section 66-20(b)(2) or (3) below.

- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with section 66-20(b)(1) below.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.
- (8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
- (9) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

(b) *Information in flood hazard areas without base flood elevations (approximate zone A).*

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.

- (4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
- (c) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:
 - (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 66-20(d) below and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
 - (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within this town. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as zone AO or zone AH.
 - (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 66-20(d) below.
 - (4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.
- (d) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 66-21. Inspections.

- (a) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.

- (b) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- (c) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- (d) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
 - (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
 - (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 66-20(b)(3)b. of this article, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
- (e) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in section 66-21(d)
- (f) *Manufactured homes.* The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

Sec. 66-22. Variances and appeals.

- (a) *General.* The board of adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to section F.S. § 553.73(5) the board of adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.
- (b) *Appeals.* The board of adjustment shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this article. Any person aggrieved by the decision of the board of adjustment may appeal such decision to the circuit court, as provided by Florida Statutes.
- (c) *Limitations on authority to grant variances.* The board of adjustment shall base its decisions on variances on technical justifications submitted by applicants, the considerations for

issuance in section 66-22(g) below, the conditions of issuance set forth in section 66-22(h) below, and the comments and recommendations of the floodplain administrator and the Building Official. The board of adjustment has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

- (d) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 66-20(c) above.
- (e) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter ~~44~~12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
- (f) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of section 66-22(d) above, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (g) *Considerations for issuance of variances.* In reviewing requests for variances, the board of adjustment shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:
 - (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - (2) The danger to life and property due to flooding or erosion damage;
 - (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - (4) The importance of the services provided by the proposed development to the community;
 - (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - (6) The compatibility of the proposed development with existing and anticipated development;
 - (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 - (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
- (h) *Conditions for issuance of variances.* Variances shall be issued only upon:
- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
 - (2) Determination by the board of adjustment that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and regulations; and
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
 - (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Sec. 66-23. Violations.

- (a) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

- (b) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- (c) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as provided by law.

Division 2. - Definitions

Sec. 66-24. General.

- (a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in division 2.
- (b) *Terms defined in the Florida Building Code.* Where terms are not defined in division 2 and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
- (c) *Terms not defined.* Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

(Ord. No. 623, § 3, 7-10-2017)

Sec. 66-25. Definitions.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means request for a review of the floodplain administrator's interpretation of any provision of this article.

ASCE 24 means a standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a one percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation mean the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD1929), North American Vertical Datum (NAVD-88) or other datum specified on the flood insurance rate map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Coastal construction control line means the line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the town, which defines that portion of

the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on flood insurance rate maps (FIRM) as Zone V1-V30, VE, or V.

Design flood means the flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) Area with a floodplain subject to a one percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the town's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the town's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 1612.2.]

Development means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure means any buildings and structures for which the "start of construction" commenced before April 9, 1971. [Also defined in FBC, B, Section 1612.2.]

~~*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before April 9, 1971.~~

~~*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area means the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) The area within a floodplain subject to a one percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on this town's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map of this town on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to this town. [Also defined in FBC, B, Section 1612.2.]

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this article (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the town, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship

building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter ~~44~~ 12 Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

(1) *Letter of map amendment (LOMA)* means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of map revision (LOMR)* means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of map revision based on fill (LOMR-F)* means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with this town's floodplain management regulations.

(4) *Conditional letter of map revision (CLOMR)* means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck as defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than twelve persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." (Also defined in 15C-1.0101, F.A.C.)

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means ~~the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market~~ the value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction means for the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after April 9, 1971 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after April 9, 1971.~~

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01]

Recreational vehicle means a vehicle, including a park trailer, which is: [See F.S. § 320.01]

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes means a naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

Start of construction means the date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction,

rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Substantial improvement means any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a ~~five~~two-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to July 10, 2017. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions, and any storm hardening improvements to the structure or building (e.g., replacing non-impact doors and windows).
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

DIVISION 3. - FLOOD RESISTANT DEVELOPMENT

Sec. 66-26. Buildings and structures.

- (a) Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to section 66-19(b)(1) of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial

improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 66-31 of this article.

- (b) Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:
 - (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.
 - (2) Minor structures and non-habitable major structures as defined in F.S. 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this article and ASCE 24.
 - (3) Shall be subject to the requirements provided in article II of chapter 67.

(c) Florida Building Code, technical amendments.

(1) Cumulative substantial improvement. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as defined in Section 66-25.

(2) Repetitive flood damage. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Damage" shall be as defined in Section 66-25.

(3) Enclosures below required elevations.

a. Enclosed areas below elevated dwellings in coastal high hazard areas (Zone V) and Coastal A Zones are not permitted, except where enclosed by insect screening or open lattice.

b. Enclosed areas below elevated dwellings in flood hazard areas other than coastal high hazard areas (Zone V) and Coastal A Zones shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Where perimeter walls are permitted, the limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

c. Enclosed areas below elevated buildings other than dwellings shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.

Sec. 66-27. Subdivisions.

- (a) *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - (2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 66-20(b)(1) of this article; and
 - (3) Compliance with the site improvement and utilities requirements of section 66-28 of this article.

Sec. 66-28. Site improvements, utilities and limitations.

- (a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:
- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.
- (c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- (d) *Limitations on sites in regulatory floodways.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 66-20(c)(1) of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

- (e) *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (zone A only), fill shall comply with the requirements of the Florida Building Code.
- (f) *Limitations on sites in coastal high hazard areas (zone V).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by section 66-20(c)(4) of this article demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section 66-31(h)(3) of this article

Sec. 66-29. Recreational vehicles and park trailers.

- (a) *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
 - (1) Be on the site for fewer than 180 consecutive days; or
 - (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

Sec. 66-30. Tanks.

- (a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- (b) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of section 66-30(c) below shall:
 - (1) Be permitted in flood hazard areas (zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
 - (2) Not be permitted in coastal high hazard areas (zone V).
- (c) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- (d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 66-31. Other development.

- (a) *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:
 - (1) Be located and constructed to minimize flood damage;
 - (2) Meet the limitations of section 66-28(d) of this article if located in a regulated floodway;
 - (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - (4) Be constructed of flood damage-resistant materials; and
 - (5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- (b) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 66-28(d) of this article.
- (c) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 66-28(d) of this article.
- (d) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 66-28(d) of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 66-20(c)(3) of this article.
- (e) *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:
 - (1) Structurally independent of the foundation system of the building or structure;

- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
 - (3) Have a maximum slab thickness of not more than four inches.
- (f) *Decks and patios in coastal high hazard areas (zone V).* In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:
- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
 - (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
 - (3) A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
 - (4) A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.
- (g) *Other development in coastal high hazard areas (zone V).* In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:
- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
 - (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
 - (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

- (h) *Nonstructural fill in coastal high hazard areas (zone V).* In coastal high hazard areas:
- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
 - (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
 - (3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

Sec. 66-32. Manufactured homes.

- (a) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.
- (b) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
- (1) In flood hazard areas (zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this article. ~~Foundations for manufactured homes subject to section 66-32(d)(2) are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~
 - (2) In coastal high hazard areas (zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this article.
- (c) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- (d) *Elevation.* ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with subsections (1) or (2) of this subsection (d), as applicable.~~ All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code*, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).

- (1) ~~General elevation requirement.~~ Unless subject to the requirements of section 66-32(d)(2) of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (zone A) or Section R322.3 (zone V).
- (2) ~~Elevation requirement for certain existing manufactured home parks and subdivisions.~~ Manufactured homes that are not subject to section 66-32(d)(1) of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:
- a. ~~Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (zone A) or Section R322.3 (zone V); or~~
 - b. ~~Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~
- (e) *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322.2 or R322.3 for such enclosed areas as applicable to the flood hazard area.
- (f) *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322 as applicable to the flood hazard area.

SECTION 3 – Amendments to Chapter 1: Chapter 1, entitled “General Provisions,” Section 1-3, entitled “Definitions,” is hereby amended as to the following definitions only (underline denotes added language; ~~strike through~~ denotes deleted language):

Substantial damage ~~means when the cost of repair, replacement or relocation of a structure exceeds 50 percent of its pre-disaster market value~~ shall have the same meaning as set forth in section 66-25.

Substantial improvements shall have the same meaning as set forth in section 66-25 ~~means any combination of repairs, reconstruction, alteration or improvements to a structure, taking place during the life of a structure in which the cumulative cost equals or exceeds 50 percent of the market value of the structure. The market value of the structure which, for the purposes of this definition, shall be the most recent market value as determined by the county property appraiser, should be:~~

- (1) ~~The appraised value of the structure prior to the start of the initial repair or improvement; or~~
- (2) ~~In the case of damage, the value of the structure prior to the damage occurring. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any project for improvement of a structure required to comply with existing health, sanitary, or safety code specifications which are solely necessary to ensure safe living conditions.~~

SECTION 4 - Applicability: For the purposes of jurisdictional applicability, this Ordinance shall apply in the Town of Ocean Ridge, Florida. Unless otherwise required by law, this Ordinance shall apply to all applications for development in flood hazard areas submitted on or after the effective date of this Ordinance.

SECTION 5 - Codification: This Ordinance shall be codified in the Code of Ordinances of the Town of Ocean Ridge, Florida.

SECTION 6 - Repeal of Conflicting Ordinances: All ordinances, resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed.

SECTION 7 - Severability: If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 8 - Effective Date: This Ordinance shall become effective immediately upon adoption.

FIRST READING this ____ day of _____, 2024.

SECOND AND FINAL READING this ____ day of _____, 2024.

Commissioner _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

	AYE	NAY
GEOFF PUGH, Mayor	_____	_____
STEVE COZ, Vice Mayor	_____	_____
CAROLYN CASSIDY, Commissioner	_____	_____
DAVID HUTCHINS, Commissioner	_____	_____
AINAR AIJALA JR., Commissioner	_____	_____

The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission of the Town of Ocean Ridge, Florida, on second reading, 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

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

Subject: Consideration of Mitigation of Liens at 23 Coconut Lane

Commissioners -

We were approached by Mr. James Cooksey, current owner of the property at 23 Coconut Lane. He is requesting that the Town Commission consider mitigating the current liens that are on the property. Mr. Cooksey will be available for questions at the meeting. The current liens on the property are as follows:

Amounts for the 2022 Lien on 23 Coconut Lane. The payoff is calculated with 12/9/24 as the date of payment.

CE 2022-012 Lien (Came into compliance on 4/23/24)	
Daily Fines 509 days @ \$150/day	\$76,350.00
(12/1/22 thru 4/22/24)	
Accrued Interest thru 12/9/24	\$13,298.26
Record/Release Lien	<u>\$60.00</u>
TOTAL	\$89,708.26

The Magistrate assessed the 2024 Lien as a 2-Phase penalty. The first Phase is a daily penalty starting the date of the hearing until they apply for a building permit. The second phase is a daily penalty until the violation has been resolved (work completed).

CE 2024-006 Lien	
Phase #1: Building Permit applied on 7/17/24)	
Daily Fines 5 days @ \$250/day (7/13/24 – 7/16/24)	\$1000.00
Accrued Interest thru 12/9/24	\$40.27

Phase #2 – Property in Compliance on 11/7/24	
Daily Fines 113 days @ \$250/day (7/17/24 – 11/6/24)	\$28,250.00
Interest thru 12/9/24	\$255.41
Record/Release Lien	\$60.00
TOTAL	\$29,565.41

The total amount due for both Liens is **\$118,273.67**

The property also has an active Code Enforcement **Case #2024-025 – Repeat Violation – Maintenance & Appearance Standards**

Suggested Motion: I move to approve/deny the request for mitigation of the liens on 23 Coconut Lane.

Respectfully,
Kelly Avery, Town Clerk

Kelly Avery

From: jpcooksey2@aol.com
Sent: Tuesday, November 26, 2024 1:53 PM
To: Kelly Avery
Cc: Tom Mills
Subject: Case No.: 2024-006 -Request for reduction of fine or lien pursuant Town Code Sec. 16.10
Attachments: 20241126132606536.pdf; 20241126132601171.pdf; 20241126132554280.pdf; 20241126132546347.pdf; 20241126132540442.pdf; 20241126132533284.pdf; 20241126132525326.pdf; 20241126132517728.pdf; 20241126132510382.pdf; 20241126132503458.pdf; 20241126132453629.pdf; 20241126132445104.pdf; 20241126132417306.pdf; 20241126135103844.pdf

November 26, 2024

Ms. Kelly Avery
Town Clerk
Town of Ocean Ridge
6450 N. Ocean Blvd.
Ocean Ridge, FL 33435

Dear Ms. Avery,

Please accept this as my request for reduction of lien in the principal amount of \$28,250 for failure to have a pool fence installed at 23 Coconut Lane. At all time since receiving notice from the Town, I worked diligently and in good faith to resolve the problem. Unfortunately, I was the victim of two contractors I hired to install the fence, one who defrauded me (Pendry Development) , and the other who was grossly negligent (TRV South). I submit the following facts:

1. The subject property, which has been vacant for several years, and the pool have a large settlement cracks. The pool was was not functioning and I had the pool pumped and a tarp placed over it before I was cited. I immediately had a temporary barrier installed until a contractor could install a permanent fence (see attached Town of Ocean Ridge Affidavit of Compliance). I paid Pendry Development \$10,000 (see attached check dated April 18, 2024) to install the fence and to clean up the landscaping. Spencer Blank, who was doing the work for Pendry, assured me that he had filed all necessary paperwork with the Town and the Health Department, and I emailed Kelly Avery on May 8, 2024 to advise her of Spencer's alleged efforts (see attached email from James P. Cooksey to Kelly Avery).
2. Although Pendry had the landscaping cleaned up, Spencer, the project manager, took no action to install the fence. At numerous times he lied to me that he had filed necessary paperwork with Health Department and Town to pull the necessary permits and approvals. I finally verified with Kelly Avery that Pendry did not file any papers with the Health Department (see attached email dated June 14, 2024 from Kelly Avery to James P. Cooksey). I emailed Spencer that no paperwork was filed with the Health Department (see attached email dated June 14, 2024 from James P. Cooksey to Spencer Blank). On June 15, 2024, Spencer emailed me back that, " we have previously discussed through extensive texting I will reiterate what I already told you previously. I had my associate Michael Brellefie submit on your behalf. I currently do not have a copy of the ...application....I am quite certain.

My associate submitted 4th application. If for some reason the county or town didn't receive the application you will need to resubmit the application on your own...." (see attached email dated June 15, 2024 from Spencer Blank to James P. Cooksey). Pendry in fact did no work to obtain permits and install the fence, and Spencer's statements that they did were a bald lie.

3. I fired Pendry Development and immediately hired another contractor, TRV South, whose representative, Scott Robertson executed the Construction Site Management Handbook on June 26, 2024. TRV South notified the Town on July 1, 2024 that it was hired to install the fence and to direct all communications to it (see attachments). At all times, TRV South was made aware of the time constraints contained in the Magistrate's Order. On August 1, 2024 Scott from TRV South advised me that the fence was installed. I notified Kelly Avery on August 1, 2024 that the fence was installed (she attached email). On August 2, 2024 TRV South sent me a bill for \$229 permit fee and \$3,500 for the installed fence (see attached bill).

4. On September 4, Kelly Avery emailed me that the project was not complete. I immediately called Scott Robertson, who advised me that he was waiting on the Town to schedule final inspection and that he would take care of it. I assumed that the project would be finished no later than September 6, 2024 deadline. On November 7, 2024, I discovered that the project was not passed by the Town until November 7, 2024. I was unaware that I was being fined \$250 per day from September 6 until November 7. I called Scott numerous times but he hasn't returned my calls.

5. At all times I acted with diligence and in good faith to have the fence installed. At no time during the period I was being fined \$250 per day was any danger being posed to the public since either a temporary fence or the chain link fence was around the pool. I have lost over ten thousand dollars due to the fraud and negligence of the contractors.

For the reasons set forth above, I respectfully request that the Town Commission grant my request for reduction of the \$250 per day fine.

Sincerely,

James P. Cooksey

Kelly Avery

From: jpcooksey2@aol.com
Sent: Tuesday, November 26, 2024 3:31 PM
To: Kelly Avery
Cc: Tom Mills
Subject: Case. No. 2022-12, 23 Coconut Lane

Follow Up Flag: Follow up
Flag Status: Flagged

November 26, 2024

Ms. Kelly Avery
Town Clerk
Town of Ocean Ridge
6450 N. Ocean Blvd.
Ocean Ridge, FL 33435

Dear Ms. Avery,

Please accept this as my request for reduction of lien in the total amount of \$89,917.72 for the referenced case. I submit the following facts:

1. I never received notice of the hearing held on November 1, 2022, nor did I receive a copy of the Order Finding Violation, Assessing Fine, and Imposing Lien until months after the hearing. USPS tracking shows that I never received the notice and final order.
2. Officer McCallister kept me informed as to any violations and court dates. Officer McCallister cited me on August 12, 2022 to mow the lawn and trim the landscaping, which I had done prior to the original hearing held on October 4, 2022. Officer McCallister told me that I didn't have to appear for the October 4, 2022 hearing and never told me that the hearing was reset for November 1, 2022. I assumed at that point that I had complied with the citation. I never heard from officer McCallister or anyone from the Town again until well after the November 1, 2022 hearing, when I discovered the lien on my property.
3. At the time of the citation, I was planning a complete rebuild of the house due to severe settlement cracking. I had hired a contractor, structural engineer, architect and soil engineer. It was subsequently determined by the architect that the house should be demolished.
4. The sum of \$89,917.72 is excessive in light of the fact that I never received notice of the hearing and a copy of the order thereon. Further, the fine is essentially for failure to mow the lawn and trim the landscaping.

For the above reasons, I respectfully request that the Town Commission reduce the said lien

Sincerely,

James P. Cooksey



From our
smokehouse
to your
Thanksgiving

multiplatform.com
Learn more





TRV South LLC
2900 High Ridge Rd.
Suite 3
Boynton Beach FL 33426

Invoice

Date	Invoice #
8/2/2024	12007

Bill To
James Cooksey 23 Coconut Lane Ocean Ridge FL 33435

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Service provided at 23 Coconut Lane Ocean Ridge Installed fence around the pool Permit fee for fence - \$229.00	3,500.00	3,500.00
It's been a pleasure working with you!		Total	\$3,500.00

**TOWN OF OCEAN RIDGE**

(561) 732-2635 - PHONE

(561) 737-8359 - FAX

24250

BUILDING PERMIT

PERMIT INFORMATION		LOCATION INFORMATION	
Permit #: 24250	Issued: 7/19/2024	Address: 23 COCONUT LANE	
Permit Type: FENCES		OCEAN RIDGE, FL	
Class of Work: FENCE INSTALL/REPLACE		Township: Range:	
Proposed Use: RESIDENTIAL SINGLE FAMILY		Lot(s): Block: Section:	
Sq. Feet: Est. Value:		Book: Page:	
Cost: 2,500.00	Total Fees: 229.00	Subdivision: BOYNTON BEACH PARK	
Amount Paid: 229.00	Date Paid: 7/17/2024	Parcel Number: 48-43-45-27-07-001-0090	
CONTRACTOR INFORMATION		OWNER INFORMATION	
Name: TRV SOUTH LLC		Name: COOKSEY, JAMES P	
Addr: 21 SE 10TH STREET		Address: 23 COCONUT LANE	
DEERFIELD BEACH FL, 33444		OCEAN RIDGE, FL 33436	
Phone: (561)931-0650	Lic: CGC1532472	Phone: (561)691-4901	
Work Desc: FENCE INSTALL AROUND POOL			
7/19/2024 ISSUED PER MC, BO			
APPLICATION FEES			
BUILDING PERMIT FEES	150.00	BIF/DCA SURCHARGE	4.00
PLAN REVIEW FEE	50.00	SCANNING 0-10000	25.00
INSPECTIONS REQUIRED			
FINAL FENCE (MISC)			
NO INSPECTION WILL BE MADE UNLESS PERMIT CARD DISPLAYED AND APPROVED PLANS ARE READILY AVAILABLE.			
PER TOWN CODE SEC. 67-52 CONSTRUCTION SHALL COMMENCE WITHIN 6 MONTHS FROM THE DATE OF ISSUANCE OF A BUILDING PERMIT. IF CONSTRUCTION HAS NOT COMMENCED WITHIN 6 MONTHS, THE BUILDING PERMIT SHALL EXPIRE. FOLLOWING COMMENCEMENT OF CONSTRUCTION PURSUANT TO A BUILDING PERMIT, ALL CONSTRUCTION SHALL BE COMPLETED WITHIN ONE YEAR UNLESS EXTENDED FOR NO MORE THAN ONE 6 MONTH PERIOD BY ADMINISTRATIVE OFFICIAL, UPON SHOWING GOOD CAUSE.			
All inspections will only be scheduled by using the INSPECTION REQUEST FORM. Please review, complete, and email the request to permit@oceanridgeflorida.com before 3pm, on the business working day prior to your request.			
WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.			
NOTICE: IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT, THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, SUCH AS THE REQUIREMENT FOR HOME OR PROPERTY OWNERS ASSOCIATION APPROVAL, AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES, OR FEDERAL AGENCIES.			
PERMIT MUST BE POSTED CONSPICUOUSLY ON JOB SITE			

Spencer Blank Add keywords



Home

Compose

Keep
Back Forward Reply Reply All Move Delete Spam More

Today on AOL

New Mail 96K

Old Mail

Starred

Drafts 93

Sent

Spam

Recently Deleted

^ Less

Views Hide

Contacts

Photos

Documents

Subscriptions

Receipts

Credits

Travel

Folders Hide

+ New Folder

Saved Mail

Archive

Notebook

Notes

SavedIMs

Fw: 23 Coconut - Health Department Response

Aol/Sent ☆

jpcooksey2@aol.com
From: jpcooksey2@aol.com
To: Spencer Blank
Cc: Ryan Blank

Fri, Jun 14 at 3:22 PM ☆

I Spencer,

I received the following e-mail from Kelly Avery at the Town of Ocean Ridge. She says the Health Department has no record of the application you filed. Can you please provide me with a response as soon as possible, and a copy of the documents you filed. As you know, the dead line to finish the fence was June 10, 2024.

Thank you,

James . Cooksey

— Forwarded Message —

From: Kelly Avery <kavery@oceanridgeflorida.com>
To: jpcooksey2@aol.com <jpcooksey2@aol.com>
Sent: Friday, June 14, 2024 at 03:03:17 PM EDT
Subject: 23 Coconut - Health Department Response

Good afternoon Mr. Cooksey –

I left you a message this morning about my conversation with the Health Department. I wanted to let you know before we left for the weekend what I found out when I spoke with the Manager of the Onsite Sewage Programs at the Health Department. He mentioned to me that he does not see that an application has been submitted for your property. He asked for the receipt or invoice number from when the application was submitted. I did not have anything to give him, so he suggested that if you still want to submit, you are welcome to ask for him. His name is Tony Coates with the Onsite Sewage Program. I hope that is the department that Spencer went to at the Health Department.



10 MUST HAVE LOOKS

THE
EDIT

GET

THE GA

Kelly Avery Add keywords



Home

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Re: 23 Coconut Lane Case # 24-01

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jpcooksey2@aol.com

Wed, May 8 at 3:38 PM ☆

From: jpcooksey2@aol.com

To: Kelly Avery

Hi Kelly,

Spencer Blank, the contractor, has been working diligently to obtain the construction fence permit from the health dept. to finish this job. Can you give me an update status on this case?

Thank you,

James Cooksey

On Monday, April 8, 2024 at 10:08:52 AM EDT, Kelly Avery <kavery@oceanridgeflorida.com> wrote:

Good morning Mr. Cooksey --

Hope you had a great weekend. This is just a friendly reminder that a part of the pool fence/barrier order was to pay the Town \$172.73 for administrative costs 30 days from the date of the Order. The order date was 3/5/24, so the administrative costs were due 4/5/24. As of today, we have yet to receive that portion of the order.

Another reminder is that we will still need that permit application submitted for the permanent pool barrier no later than 4/14/24.

If you have any further questions/concerns, please feel free to contact me.

Thank you,

Re: Current status of property

From: spencer Blank (spencermoshe13@gmail.com)

To: Jpcooksey2@aol.com

Cc: ryanblank1@gmail.com

Date: Saturday, June 15, 2024 at 03:51 PM EDT

I just re read this email that I sent and I realized there are typographical errors and and I re typed them.

I do not have a copy of the application. My associate submitted for me which is why I do not have a copy. Clays phone number is 954 304 1393

Once again, I will be out of the country for the next two weeks so I suggest you resolve by either getting the permit or filling in the pool so your fine for \$250.00 a day ceases.

> On Jun 15, 2024, at 3:12 PM, spencer Blank <spencermoshe13@gmail.com> wrote:

>

> Mr. Cooksey,

> In response to your email of June 14th at 1:23 pm regarding the health department response. Asm we have previously discussed through extensive texting I will reiterate what I already told you previously. I had my associate Michael Brellefie submit the application on your behalf. I currently do not have a copy of the o. On. e application, am I quite certain. My associate submitted 4th application. If for some reason the county or the town didn't receive the application you will need to resubmit the application on your own\

>

> There is another viable solution to remedy this problem with the town of ocean ridge. According to Kelley Avery, Town clerk of ocean ridge she informed me that if you fill in the pool with dirt to the top there would be no n need to get the fence permit. I am holding \$800.00 of your dollars in escrow that can go towards resolving this issue. My Landscape contractor is willing to fill the pool in the pool for \$800.00 If you choose this option to remedy this problem

>

> Please call clay directly and here is his number. One again ill be out of the country for the next 10 days so please contact him directly in order to fill the pool in with in order to remedy the daily fine that the town is charging.

>

> I also advise you to Contact Kelly Avery to confirm the information in this email is correct.

> Thank you again and I look forward to hopefully look forward to working with you on this project in the future to build a brand new beautiful house.

>

TOWN OF OCEAN RIDGE

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

561.732.2635 Main ♦ permits@oceanridgeflorida.com ♦ www.oceanridgeflorida.com



CONSTRUCTION SITE MANAGEMENT HANDBOOK

MUST BE POSTED AT JOB SITE WITH PERMIT

The rules and regulations in this handbook shall apply to all construction sites and are a condition of all building permits and sub-permits issued by the Building Department. Failure to follow these regulations, or any plans and documents approved by the Town pursuant to this handbook, may result in a Stop Work Order, and repeated violations may result in the revocation of all building permits.

Check #383 – Front Image

JAMES P. COOKSEY
728 COTE AZUR DRIVE
PALM BEACH GARDENS, FL 33410

383
63-215831

PAY TO THE ORDER OF Pearce Development \$ 10,000.00

The Principal was up to DOLLARS

TRUIST BANK

FOR 23 account holder
General use - EDC
property

0383

TRUIST BANK

23 account holder

General use - EDC

property

20240418 003500724703 00100978

July 1, 2024

Ocean Ridge Building Department
6450 N. Ocean Boulevard
Ocean Ridge, FL 33435

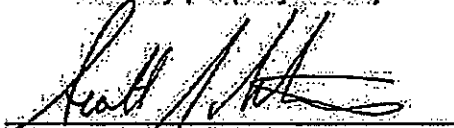
Re: 23 Coconut Lane
Block #1, Lot #9

To Whom It may concern:

This is to inform the town that the property owner has entered into an agreement with TRV South to install a fence around the existing pool prior to applicants filing for a full demolition permit of the existing structure(s) on the above referenced property. All questions related to the work should be directed to TRV South, attention Scott J. Robertson. The company address is 21 SE 10th Street, Deerfield Beach, FL 33441. The office telephone number is 561.931.0650, and Mr. Robertson's direct number is 917.807.4247. The value of this project to install the fence around the pool is \$2,500.00.


Peter Cooksey (Property Owner)

Date 07/01/2024


TRV South, (Contractor)

Date 7-1-24

TOWN OF OCEAN RIDGE, FLORIDA
CODE ENFORCEMENT

Case No.

2024-001

☒ AFFIDAVIT OF COMPLIANCE
☐ AFFIDAVIT OF NON-COMPLIANCE
(Check One)

TOWN OF OCEAN RIDGE

Petitioner

vs.

JAMES P COOKSEY

Respondent

The property described as 23 Coconut Lane, in the above-mentioned case, has been re-inspected and the Code Enforcement Officer hereby states that said property is now in ☒ compliance ☐ non-compliance with Section(s) 67-31 & FBC Sec. 4502.17.1 of the Code of the TOWN OF OCEAN RIDGE on this 14th day of March, 2024.


CODE ENFORCEMENT OFFICER SIGNATURE

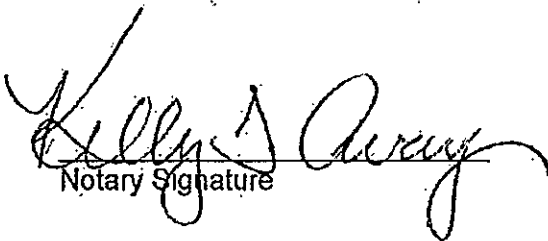
Manuel Palacios
PRINTED NAME

****Installation of a permitted fence/barrier within 30 days is required to prevent the Town from citing the property again.**

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, on this 15th day of March, 2024.

☒ Personally Known or ☐ Type of Identification Produced: _____


Notary Signature



Scott Robertson

Add keywords

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Fence scope letter

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Old Mail

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Scott Robertson

From: scott@trvsouth.com

To: jpcooksey2@aol.com

Mon, Jul 1 at 9:14 AM

☆

Peter if you can sign and date this, we will sign it and bring it to Ocean Ridge this morning along with the survey I received from Palm Beach County. I don't know how quick you can sign it and email it back, but I need to leave my office by 930am to get to the town. I have other meetings later this morning and in the afternoon. Thanks

Scott J. Robertson
Principal
TRV South
21 SE 10th Street
Deerfield Beach, FL 33441

Ph: 561.931.0650
C: 917.807.4247

Ocean Rldg....docx

13.9k

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TOWN OF OCEAN RIDGE

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CONSTRUCTION SITE MANAGEMENT HANDBOOK

I, TRY SOUTH, swear (affirm) that I have read the Town of Ocean
(Contractor and/or Owner's Name)

Ridge's Construction Site Management Handbook in its entirety and do hereby agree to comply with all provisions in this document and the provisions of the Florida Building Code CHAPTER 33 SAFEGUARDS DURING CONSTRUCTION. I further understand that I am responsible for all citations issued for violations of the provisions of this handbook.

Permit Address:

LOT 9 BLOCK 1

23 COCONUT LN. OCEAN RIDGE, FL

Permit #:

Contractor/Qualifier's Signature:

[Signature]

Property Owner's Signature:

[Signature]

Date:

6.26.24

Date:

6.26.24

The rules and regulations in this handbook shall apply to all construction sites and are a condition of all primary building permits issued by the Town or any permit for which a fee is charged on a single permit job. Failure to follow these regulations, or any plans and documents approved by the Town pursuant to this handbook, may result in a Stop Work Order, and repeated violations may result in the revocation of all building permits.

 Kelly Avery Add keywords


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Today on AOL

23 Coconut - Health Department Response

Aol/Old Mail ☆

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Old Mail

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 Kelly Avery
 From: kavery@oceanridgeflorida.com
 To: jpcooksey2@aol.com

Fri, Jun 14 at 3:03 PM ☆

Good afternoon Mr. Cooksey --

I left you a message this morning about my conversation with the Health Department. I wanted to let you know before we left for the weekend what I found out when I spoke with the Manager of the Onsite Sewage Programs at the Health Department. He mentioned to me that he does not see that an application has been submitted for your property. He asked for the receipt or invoice number from when the application was submitted. I did not have anything to give him, so he suggested that if you still want to submit, you are welcome to ask for him. His name is Tony Coates with the Onsite Sewage Program. I hope that is the department that Spencer went to at the Health Department.

Hope that helps some. Have a great weekend!

Kelly Avery

Town Clerk

PBCMCA President

kavery@oceanridgeflorida.com

Town of Ocean Ridge

6450 N. Ocean Blvd.

Ocean Ridge, FL 33435

561-732-2635 (Main Line)

561-742-1838 (Direct Line)

Mon-Fri 8:30 - 3:00pm

www.oceanridgeflorida.com


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Agenda: Monday, December 9, 2024
Memo: Item #16.

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

Subject: Town Hall Closure for Christmas and New Years Eve

Prior to the Thanksgiving Holiday Clerk Avery received information related the holiday closures that other communities in Palm Beach County. The information shows that many communities provide additional paid holiday time around Christmas beyond just the actual day. This is also been a common practice in other communities where I have worked.

I would like the commission to consider permitting the closure of Town Hall on Christmas Eve and to allow the early closure of Town Hall on New Year's Eve at noon. For many, these holidays are spent with family and for those that can have additional time it is much appreciated.

If you would not permit the full closure on Christmas Eve and early closure on New Year's Eve, please at consider allowing an early closure on Christmas Eve.

Staff recommends... closure of Town Hall on Christmas Eve and early closure at noon on New Year's Eve.

Suggested Motion: I move to...close Town Hall on Christmas Eve and at noon on New Year's Eve.

Respectfully,
Lynne Ladner, Town Manager

[illegible]

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

Subject: Consider Vacation allotment change for non-bargained employees

As part of the new PBA contract, the commission adopted a new vacation accrual schedule for employees of the union. This is a great benefit for these employees. Past practice of the commission has been to extend to non-union employees benefits that have been awarded to union employees when benefits of this manner are awarded. Additionally, the new accrual schedule creates a disparity within the police department as employees not covered by the contract are not eligible for the same accrual schedule. This includes the positions of Lieutenant, Chief, Dispatcher, and Dispatch Manager. This disparity may discourage individuals from considering promotion within the department, as filling the remaining Lieutenant's position would lead to a reduction in their vacation accrual. As for other employees in the department to be considered additionally, is we are currently awaiting a vote by the union employees regarding which organization will continue to represent the patrol officers and sergeants. The election could lead to either working with an organization that may permit an expansion of the current membership or lead to other employees who are not currently represented by a bargaining unit from entertaining the idea of organizing as a new bargaining unit.

The difference is as shown below:

Tenure	Hours per Month	Annual Hours Before	Hours per Month	Annual Hours After
0-5 Years	3.30	86	4.62	120
6 - 10 Years	4.84	126	6.92	180
11 - 15 Years	6.38	166	9.23	240
16+ Years	6.38	166	11.54	300

Staff recommends...adopting for all employees not represented by a bargaining unit the same vacation accruals as were agreed to in the 2024 - 2027 PBA agreement

Suggested Motion: I move to...authorize adoption of the updated vacation accrual schedule as agreed to in the 2024 - 2027 PBA Agreement for all employees.

Respectfully,
Lynne Ladner, Town Manager

Agenda: Monday, December 9, 2024
Memo: Item #18.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Lynne Ladner, Town Manager

**Subject: Authorize additional funding for N Ocean Blvd Water Main project
due to necessary field directives.**

The water main project is approximately 95% complete; however, due to conditions beyond the contractors' control, there have been areas where additional work and materials have been required. The additional work and materials include the costs to repair the water main breaks that have occurred in conjunction with the project that had to be repaired for the project to continue. The project needs to be completed and the commission needs to consider authorizing both the emergency change order that was on the consent agenda and the pay application #5 which itemizes the use of just over \$101,704 of the contingency line item for the work done to repair the breaks.

Staff recommends...authorizing pay application #5

Suggested Motion: I move to...authorizing pay application #5

Respectfully,
Lynne Ladner, Town Manager

From: [Lisa Tropepe](#)
To: [Lynne Ladner](#)
Subject: Fwd: Ocean Ridge - Quantity Explanations
Date: Thursday, December 5, 2024 9:08:14 AM
Attachments: [Outlook-dbbfoizj.png](#)

Lisa Tropepe, P.E.
Vice President Engenuity Group, Inc.

Sent from my iPhone

Begin forwarded message:

From: Lisa Tropepe <ltropepe@engenuitygroup.com>
Date: December 5, 2024 at 8:39:23 AM EST
To: Maxwell McClure <max@foster-marine.net>
Cc: Solomon JC <jc@foster-marine.net>, Jodi Feliu <jodi@foster-marine.net>, Gary Czajkowski <gary@foster-marine.net>, Michael Czajkowski <mike@foster-marine.net>, Solomon JC <jc@foster-marine.net>
Subject: Re: Ocean Ridge - Quantity Explanations

Max,
This is awesome! Great job. I would like to share it with Lynne as a draft to get her opinion if that's ok? She is the one who is meeting with the Commissioners one on one.

Lisa Tropepe, P.E.
Vice President Engenuity Group, Inc.

Sent from my iPhone

On Dec 5, 2024, at 8:02 AM, Maxwell McClure <max@foster-marine.net> wrote:

Good Morning Lisa,

I know you spoke with Gary yesterday regarding the explanation for quantity overages in Ocean Ridge. I wanted to share what I have drafted with you so that you can review before it gets sent to everyone else. Let me know, thanks.

As anticipated from the onset, the age and condition of the existing infrastructure in the town, combined with unforeseen challenges, played a significant role in the overages on various line items.

1. Age and Condition of Existing Infrastructure

The existing water main in the town is extremely old and deteriorated. The fragile state of this infrastructure led to several unplanned complications, including frequent breakages. These breakages often occurred not just in our immediate work area but also in areas outside of our excavation, simply due to ground disturbance. Additionally, the historical records and as-builts for this infrastructure were outdated, which we acknowledged as a potential challenge during the pre-construction meeting with the town.

2. Unforeseen Utilities and Water Services

Throughout the project, we encountered utilities and water services that were not accounted for in the available records. While we anticipated this possibility from the outset, these unforeseen conditions contributed to additional work and material usage. The necessity to address and adjust to these circumstances is reflected in the overages on certain line items.

3. Asphalt Requirements Mandated by FDOT

A significant portion of the overages resulted from changes to asphalt requirements imposed by the FDOT. As the governing authority for road restoration, FDOT mandated adjustments to the scope of asphalt work, including increased patch sizes / depths, and milling + overlay areas, which led to higher quantities than originally estimated. These requirements were compounded by the repeated breakages in the old pipe, which necessitated additional roadwork and restoration.

4. Directional Drilling Adjustments

To minimize the risk of repeatedly breaking the existing deteriorated pipe during directional drilling, the bore path had to be adjusted and deepened in certain areas. This was necessary to maintain adequate separation from both the old pipe and other existing utilities. These adjustments required additional fittings to ensure the new services were correctly aligned and connected, contributing to the increased tonnage of fittings used.

5. Variance in Tee and Gate Valve Quantities

The variance in tee and gate valve sizes (some over, some under) was a direct result of the outdated historical information. At the start of the project, it was understood that many service sizes had to be estimated based on the available information, which was limited. Furthermore, additional 8" gate valves were installed at a new water main crossing on A1A to support future work in the town. This crossing is located on River Drive, an area designated as one of the town's most urgent phases for completion.

Overall Project Impacts

The overages on various line items are the cumulative result of addressing the challenges posed by working with aged and deteriorated infrastructure, unforeseen site conditions, and regulatory requirements. These factors, though anticipated to some extent, required adjustments to the original scope of work to ensure the long-term success of the project.

Maxwell McClure



Foster Marine Contractors, Inc.
3180 Fairlane Farms Road, Suite 1
Wellington, FL 33414
Office (561) 683-0034
Fax (561) 683-0335



FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

North Ocean Blvd. (SR A1A) Water Main Pipe Enhancements

RFP-2024-01-0-2024/KA

(Town of Ocean Ridge)

**PAY APPLICATION # 5
(November 2024)**



**Engenuity Group, Inc.
1280 N Congress Avenue, Suite 101
West Palm Beach, Florida 33409**

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO (OWNER): Town of Ocean Ridge
6450 North Ocean Boulevard
Ocean Ridge, Florida 33435

PROJECT: North Ocean Blvd (SR A1A) Water Main
Pipe Enhancements

FROM (CONTRACTOR): Foster Marine Contractors, Inc.
3180 Fairlane Farms Road, Suite 1
Wellington, Florida 33414

VIA ENGINEER: Engenuity Group, Inc.
1280 N Congress Avenue, Suite 101
West Palm Beach, Florida 33409

CONTRACT FOR: Installation of approx. 4,000 LF of HDPE water main, lateral connections, valves, fittings, hydrant
assemblies, asphalt/concrete work, and appurtenances.

APPLICATION #: 5 DISTRIBUTION TO:

PERIOD TO: 11/30/2024

PROJECT #: RFP-2024-01-0-2024/KA

CONTRACT DATE: 5/8/2024

OWNER X
ENGINEER X
CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Number	Date Approved		
1		\$ -	\$ -
2		\$ -	\$ -
3		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Net Change by Change Orders		\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Michael Czajkowski, President

Date: 12/2/2024

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$ 2,483,990.60
2. Net Change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (LINE 1+/- 2).....	\$ 2,483,990.60
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 2,585,694.69
5. RETAINAGE:	
a. 5 % of Completed Work.....	\$129,284.73
b. 5 % of Stored Material.....	\$ -
Total Retainage (Line 5a +5b).....	\$ 129,284.73
6. TOTAL EARNED LESS RETAINAGE.....	\$ 2,456,409.96
(LINE 4 LESS LINE 5 TOTAL)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 2,308,556.74
(LINE 6 FROM PRIOR CERTIFICATE)	
8. CURRENT PAYMENT DUE.....	\$ 147,853.22
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 27,580.64
(LINE 3 LESS LINE 6)	

State of: Florida County: Palm Beach
Subscribed and sworn to before me this 2nd day of December, 2024

Notary Public:

My Commission expires: 3/4/28



JODI MARIE FELIO
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

AMOUNT

(Attached explanation if amount recommended differs from the amount applied for)

Engineer:

By: Adam Swaney, P.E.

Date: 12/3/24

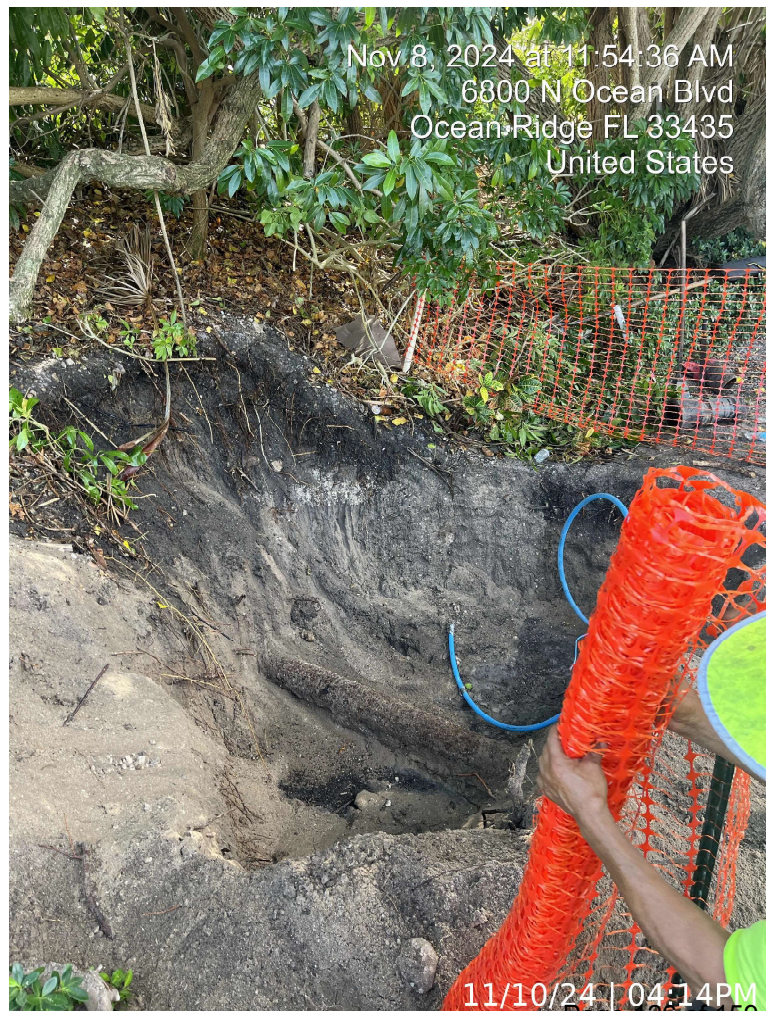
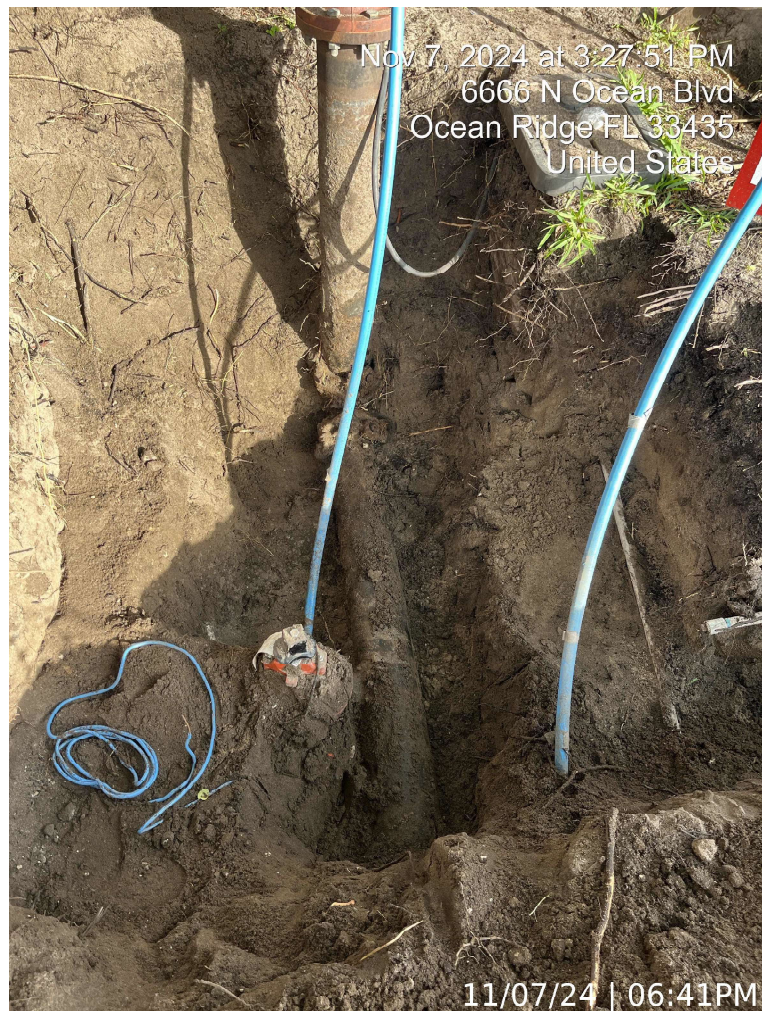
ENGINEER CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer recommends to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

This Recommendation is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

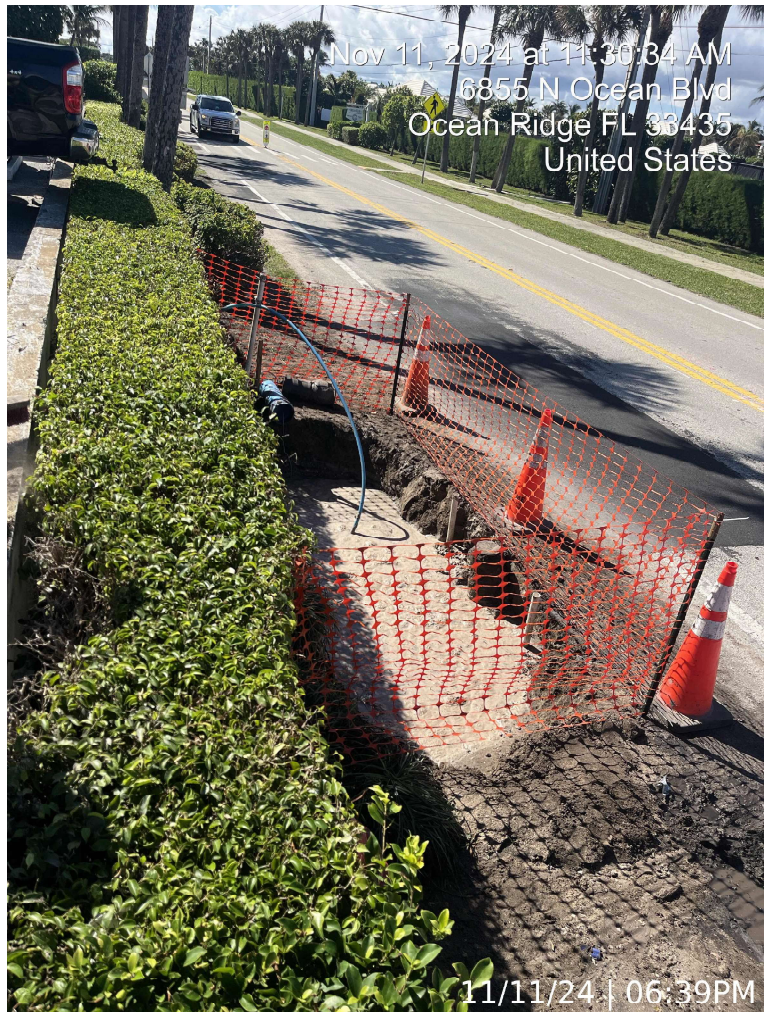
APPLICATION FOR PAYMENT / CONTINUATION SHEET						North Ocean Blvd (SR A1A) Water Main Pipe Enhancements								APPLICATION NO.:		5	
Foster Marine Contractors, Inc. 3180 Fairlane Farms Road Wellington, FL 33414						Town of Ocean Ridge								APPLICATION DATE:		12/2/2024	
														PERIOD TO:		11/30/2024	
														PROJECT NO.:		RFP-2024-01-0-2024/KA	
		ORIGINAL CONTRACT				PREVIOUS PERIOD		THIS PERIOD		TO DATE		Materials Stored to Date [Per attached Summary]	Total Completed / Stored to Date				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE	VALUE	VALUE	% (O/F)	BALANCE TO FINISH	RETAINAGE (5%)	
1	As-Built Record Drawings	1	LS	\$ 40,000.00	\$ 40,000.00	0.95	\$ 38,000.00	0.03	\$ 1,200.00	0.98	\$ 39,200.00	\$ -	\$ 39,200.00	98.00%	\$ 800.00	\$ 1,960.00	
2	NPDES Permit/Erosion Protection Measures	1	LS	\$ 5,000.00	\$ 5,000.00	0.50	\$ 2,500.00	0	\$ -	0.50	\$ 2,500.00	\$ -	\$ 2,500.00	50.00%	\$ 2,500.00	\$ 125.00	
3	Professional Video of Construction Site and Photographs	1	LS	\$ 2,500.00	\$ 2,500.00	0.95	\$ 2,375.00	0.03	\$ 75.00	0.98	\$ 2,450.00	\$ -	\$ 2,450.00	98.00%	\$ 50.00	\$ 122.50	
4	Sod	100	SY	\$ 15.00	\$ 1,500.00	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	0.00%	\$ 1,500.00	\$ -	
5	Clearing and Grubbing	1	LS	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -	1	\$ 15,000.00	\$ -	\$ 15,000.00	100.00%	\$ -	\$ 750.00	
6	Directional Drill Pit & Restoration	9	EA	\$ 12,000.00	\$ 108,000.00	16	\$ 192,000.00	0	\$ -	16	\$ 192,000.00	\$ -	\$ 192,000.00	177.78%	\$ (84,000.00)	\$ 9,600.00	
7	Open Cut Pavement Trench	165	SY	\$ 50.00	\$ 8,250.00	298.80	\$ 14,940.00	0	\$ -	298.80	\$ 14,940.00	\$ -	\$ 14,940.00	181.09%	\$ (6,690.00)	\$ 747.00	
8	Remove existing concrete	25	SY	\$ 10.00	\$ 250.00	4	\$ 40.00	4.33	\$ 43.30	8.33	\$ 83.30	\$ -	\$ 83.30	33.32%	\$ 166.70	\$ 4.17	
9	12" Compacted Subgrade	165	SY	\$ 15.00	\$ 2,475.00	298.8	\$ 4,482.00	0	\$ -	298.80	\$ 4,482.00	\$ -	\$ 4,482.00	181.09%	\$ (2,007.00)	\$ 224.10	
10	Optional Base, Base Group 6	165	SY	\$ 75.00	\$ 12,375.00	413.9	\$ 31,042.50	0	\$ -	413.9	\$ 31,042.50	\$ -	\$ 31,042.50	250.85%	\$ (18,667.50)	\$ 1,552.13	
11	Milling & Resurfacing	710	SY	\$ 50.00	\$ 35,500.00	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	0.00%	\$ 35,500.00	\$ -	
12	1-1/2" Superpave Asphaltic Concrete (12.5), Traffic B, PG 76-22	13	TN	\$ 1,500.00	\$ 19,500.00	54.94	\$ 82,415.44	0	\$ -	54.94	\$ 82,415.44	\$ -	\$ 82,415.44	422.64%	\$ (62,915.44)	\$ 4,120.77	
13	1" Asphaltic Concrete (FC), Traffic B, PG 76-22	9	TN	\$ 2,400.00	\$ 21,600.00	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	0.00%	\$ 21,600.00	\$ -	
14	Concrete Sidewalk and Driveways, 6"	25	SY	\$ 75.00	\$ 1,875.00	0	\$ -	8.33	\$ 624.75	8.33	\$ 624.75	\$ -	\$ 624.75	33.32%	\$ 1,250.25	\$ 31.24	
15	Raised Pavement Marker (Blue)	5	EA	\$ 30.00	\$ 150.00	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	0.00%	\$ 150.00	\$ -	
16	Thermoplastic, Std, White, Solid, 24"	30	LF	\$ 25.00	\$ 750.00	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	0.00%	\$ 750.00	\$ -	
17	Thermoplastic, Std, White, Solid, 6"	0.1	GM	\$ 100.00	\$ 10.00	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	0.00%	\$ 10.00	\$ -	
18	Thermoplastic, Std, Yellow, Solid, 6"	0.1	GM	\$ 100.00	\$ 10.00	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	0.00%	\$ 10.00	\$ -	
19	10" HDPE (Directional Bore)	3,600	LF	\$ 300.00	\$ 1,080,000.00	3,554	\$ 1,066,200.00	0	\$ -	3,554	\$ 1,066,200.00	\$ -	\$ 1,066,200.00	98.72%	\$ 13,800.00	\$ 53,310.00	
20	8" HDPE (Directional Bore)	175	LF	\$ 275.00	\$ 48,125.00	164	\$ 45,100.00	0	\$ -	164	\$ 45,100.00	\$ -	\$ 45,100.00	93.71%	\$ 3,025.00	\$ 2,255.00	
21	Connect to Existing 6" WM	2	EA	\$ 10,000.00	\$ 20,000.00	1	\$ 10,000.00	3	\$ 30,000.00	4	\$ 40,000.00	\$ -	\$ 40,000.00	200.00%	\$ (20,000.00)	\$ 2,000.00	
22	Connect to Existing 8" WM	3	EA	\$ 15,000.00	\$ 45,000.00	4	\$ 60,000.00	0	\$ -	4	\$ 60,000.00	\$ -	\$ 60,000.00	133.33%	\$ (15,000.00)	\$ 3,000.00	
23	8" x 8" Tapping Sleeve and Gate Valve	3	EA	\$ 6,000.00	\$ 18,000.00	2	\$ 12,000.00	0	\$ -	2	\$ 12,000.00	\$ -	\$ 12,000.00	66.67%	\$ 6,000.00	\$ 600.00	
24	6" x 6" Tapping Sleeve and Gate Valve	1	EA	\$ 5,000.00	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	0.00%	\$ 5,000.00	\$ -	
25	8" x 8" Tee	1	EA	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	0	\$ -	1	\$ 5,000.00	\$ -	\$ 5,000.00	100.00%	\$ -	\$ 250.00	
26	10" x 8" Tee	5	EA	\$ 7,000.00	\$ 35,000.00	5	\$ 35,000.00	0	\$ -	5	\$ 35,000.00	\$ -	\$ 35,000.00	100.00%	\$ -	\$ 1,750.00	
27	10" x 6" Tee	7	EA	\$ 6,000.00	\$ 42,000.00	10	\$ 60,000.00	0	\$ -	10	\$ 60,000.00	\$ -	\$ 60,000.00	142.86%	\$ (18,000.00)	\$ 3,000.00	
28	10" x 4" Tee	6	EA	\$ 5,000.00	\$ 30,000.00	6	\$ 30,000.00	0	\$ -	6	\$ 30,000.00	\$ -	\$ 30,000.00	100.00%	\$ -	\$ 1,500.00	
29	10" Gate Valve and Box	12	EA	\$ 5,000.00	\$ 60,000.00	12	\$ 60,000.00	0	\$ -	12	\$ 60,000.00	\$ -	\$ 60,000.00	100.00%	\$ -	\$ 3,000.00	
30	8" Gate Valve and Box	5	EA	\$ 4,000.00	\$ 20,000.00	8	\$ 32,000.00	0	\$ -	8	\$ 32,000.00	\$ -	\$ 32,000.00	160.00%	\$ (12,000.00)	\$ 1,600.00	
31	6" Gate Valve and Box	6	EA	\$ 3,000.00	\$ 18,000.00	9	\$ 27,000.00	0	\$ -	9	\$ 27,000.00	\$ -	\$ 27,000.00	150.00%	\$ (9,000.00)	\$ 1,350.00	
32	4" Gate Valve and Box	5	EA	\$ 2,000.00	\$ 10,000.00	1	\$ 2,000.00	0	\$ -	1	\$ 2,000.00	\$ -	\$ 2,000.00	20.00%	\$ 8,000.00	\$ 100.00	
33	10" Air Release Valve	3	EA	\$ 7,000.00	\$ 21,000.00	3	\$ 21,000.00	0	\$ -	3	\$ 21,000.00	\$ -	\$ 21,000.00	100.00%	\$ -	\$ 1,050.00	
34	Fittings	1	TN	\$ 50,000.00	\$ 50,000.00	4.850950	\$ 242,547.50	0.36210	\$ 18,105.00	5.21305	\$ 260,652.50	\$ -	\$ 260,652.50	521.31%	\$ (210,652.50)	\$ 13,032.63	
35	Sample Points	5	EA	\$ 1,500.00	\$ 7,500.00	5	\$ 7,500.00	0	\$ -	5	\$ 7,500.00	\$ -	\$ 7,500.00	100.00%	\$ -	\$ 375.00	
36	Fire Hydrant Assembly	1	EA	\$ 7,000.00	\$ 7,000.00	3	\$ 21,000.00	0	\$ -	3	\$ 21,000.00	\$ -	\$ 21,000.00	300.00%	\$ (14,000.00)	\$ 1,050.00	
37	Testing	1	LS	\$ 5,000.00	\$ 5,000.00	0	\$ -	1	\$ 5,000.00	1	\$ 5,000.00	\$ -	\$ 5,000.00	100.00%	\$ -	\$ 250.00	
38	Mobilization/Demobilization, Bonds, Insurance (10% of Items 1 - 36)	1	LS	\$ 179,637.00	\$ 179,637.00	0.50	\$ 89,818.50	0.25	\$ 44,909.25	0.75	\$ 134,727.75	\$ -	\$ 134,727.75	75.00%	\$ 44,909.25	\$ 6,736.39	
39	Maintenance of Traffic (8% of Items 1 - 36)	1	LS	\$ 143,709.60	\$ 143,709.60	0.90	\$ 129,338.64	0.05	\$ 7,185.48	0.95	\$ 136,524.12	\$ -	\$ 136,524.12	95.00%	\$ 7,185.48	\$ 6,826.21	
40	Contingency (20% of Items 1 - 36)	1	LS	\$ 359,274.00	\$ 359,274.00	0.25540438	\$ 91,760.15	0.134996	\$ 48,500.69	0.39037707	\$ 140,252.33	\$ -	\$ 140,252.33	39.04%	\$ 219,021.67	\$ 7,012.62	
40-1	Contingency Adjustment #1 - 2" Water Service Repair [see attached Description/Summary]	1	LS	\$ 5,818.33	\$ 5,818.33	1	\$ 5,818.33	0	\$ -	1	\$ 5,818.33	\$ -	\$ 5,818.33	100.00%	\$ -	\$ 290.92	
40-2	Contingency Adjustment #2 - 6" Water Main Repair [see attached Description/Summary]	1	LS	\$ 3,494.66	\$ 3,494.66	1	\$ 3,494.66	0	\$ -	1	\$ 3,494.66	\$ -	\$ 3,494.66	100.00%	\$ -	\$ 174.73	
40-3	Contingency Adjustment #3 - 6" Water Main Repair [see attached Description/Summary]	1	LS	\$ 2,386.63	\$ 2,386.63	1	\$ 2,386.63	0	\$ -	1	\$ 2,386.63	\$ -	\$ 2,386.63	100.00%	\$ -	\$ 119.33	
40-4	Contingency Adjustment #4 - 2" Water Service Relocation [see attached Description/Summary]	1	LS	\$ 4,805.85	\$ 4,805.85	1	\$ 4,805.85	0	\$ -	1	\$ 4,805.85	\$ -	\$ 4,805.85	100.00%	\$ -	\$ 240.29	
40-5	Contingency Adjustment #5 - 6" Water Main Repair [see attached Description/Summary]	1	LS	\$ 8,484.17	\$ 8,484.17	1	\$ 8,484.17	0	\$ -	1	\$ 8,484.17	\$ -	\$ 8,484.17	100.00%	\$ -	\$ 424.21	
40-6	Additional Cost for Line Stops based on Engineer's Response to RFI #7	1	LS	\$ 12,190.00	\$ 12,190.00	1	\$ 12,190.00	0	\$ -	1	\$ 12,190.00	\$ -	\$ 12,190.00	100.00%	\$ -	\$ 609.50	
40-7	Contingency Adjustment #6 - Existing 6" Water Main Repair [see attached Description/Summary]	1	LS	\$ 3,254.94	\$ 3,254.94	1	\$ 3,254.94	0	\$ -	1	\$ 3,254.94	\$ -	\$ 3,254.94	100.00%	\$ -	\$ 162.75	
	Contingency Adjustment #7 - Asphalt Restoration for Existing Water Main Repair	1	LS	\$ 16,997.96	\$ 16,997.96	1	\$ 16,997.96	0	\$ -	1	\$ 16,997.96	\$ -	\$ 16,997.96	100.00%	\$ -	\$ 849.90	
	Contingency Adjustment #8 - Asphalt Restoration for Existing Water Main Repair	1	LS	\$ 15,658.35	\$ 15,658.35	1	\$ 15,658.35	0	\$ -	1	\$ 15,658.35	\$ -	\$ 15,658.35	100.00%	\$ -	\$ 782.92	
	Contingency Adjustment #9 - Asphalt Restoration for Existing Water Main Repair	1	LS	\$ 2,173.61	\$ 2,173.61	1	\$ 2,173.61	0	\$ -	1	\$ 2,173.61	\$ -	\$ 2,173.61	100.00%	\$ -	\$ 108.68	
	Contingency Adjustment #10 - Asphalt Restoration for Existing Water Main Repair	1	LS	\$ 13,130.29	\$ 13,130.29	1	\$ 13,130.29	0	\$ -	1	\$ 13,130.29	\$ -	\$ 13,130.29	100.00%	\$ -	\$ 656.51	
	Contingency Adjustment #11 - Asphalt Restoration for Existing Water Main Repair	1	LS	\$ 3,356.85	\$ 3,356.85	1	\$ 3,356.85	0	\$ -	1	\$ 3,356.85	\$ -	\$ 3,356.85	100.00%	\$ -	\$ 167.84	
	Contingency Adjustment #12 - Connect New 1"-2" Service and Abandon Existing 1"- 2" Service [November Qty]	10	EA	\$ 4,500.00	\$ 45,000.00	0	\$ -	10	\$ 45,000.00	1	\$ 45,000.00	\$ -	\$ 45,000.00	100.00%	\$ -	\$ 2,250.00	
	Contingency Adjustment #13 - Water Service / Water Main Repair [see attached Description/Summary]	1	LS	\$ 3,500.69	\$ 3,500.69	0	\$ -	1	\$ 3,500.69	1	\$ 3,500.69	\$ -	\$ 3,500.69	100.00%	\$ -	\$ 175.03	
	TOTAL ORIGINAL CONTRACT:				\$ 2,483,990.60		\$ 2,430,05										

Construction Photographs













Nov 8, 2024 at 3:55:35 PM
6530 N Ocean Blvd
Ocean Ridge FL 33435
United States

11/10/24 | 04:13PM



Nov 11, 2024 at 12:24:20 PM
6726 N Ocean Blvd
Ocean Ridge FL 33435
United States

11/11/24 | 06:39PM



Nov 12, 2024 at 10:39:54 AM
6880 N Ocean Blvd
Ocean Ridge FL 33435
United States

11/12/24 | 06:17PM



Nov 25, 2024 at 12:25:00 PM
6810 N Ocean Blvd
Ocean Ridge FL 33435
United States

11/25/24 | 06:50PM













11/25/24 | 06:50PM



Nov 26, 2024 at 3:17:12 PM
6849 N Ocean Blvd
Ocean Ridge FL 33435
United States

11/26/24 | 07:05PM



Nov 25, 2024 at 11:03:01 AM
6833 N Ocean Blvd
Ocean Ridge FL 33435
United States

11/25/24 | 06:50PM



Nov 26, 2024 at 12:19:16 PM
6782 N Ocean Blvd
Ocean Ridge FL 33435
United States

11/26/24 | 07:05PM





11/25/24 | 06:50PM



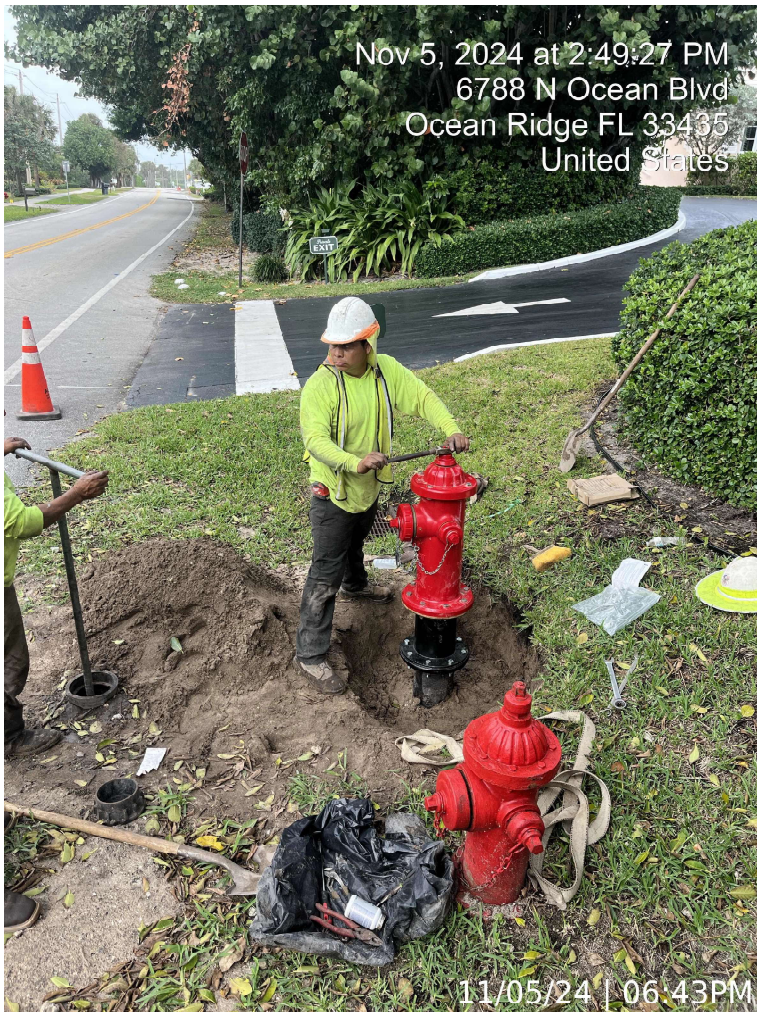
Nov 1, 2024 9:28:20 AM
6665 A1A Jimmy Buffett Memorial Highway
Ocean Ridge
Palm Beach County
11/02/24 | 03:45 AM



Nov 1, 2024 4:34:21 PM
6810 Sabal Island Drive
Ocean Ridge
Palm Beach County
11/02/24 | 06:50 PM



Nov 1, 2024 5:41:07 PM
744 Mariners Way
Boynton Beach
Palm Beach County
11/02/24 | 03:45 AM







Contingency Adjustment Documentation

Cost Work Up

Project Name/ Number CHANGE ORDER / CONTINGENCY #13

Owner/Client: OCEAN RIDGE

Work Description: Water Service Break / Water Main Repair - 6885 N Ocean Blvd

LABOR TYPE	#	HOURS	Rate	Total
Supervisor w/ Truck	1	3	\$ 125.00	\$375.00
Foreman w/ Truck	2	3	\$ 100.00	\$600.00
Operator OT	1	3	\$ 85.00	\$255.00
Laborer OT	4	3	\$ 65.00	\$780.00
Subtotal Labor			\$	2,010.00

EQUIPMENT	#	Hours	Rate	Total
Small Tools	1	day	\$ 250.00	\$ 250.00
3" Water Pump	1	day	\$ 120.00	\$ 120.00
200 Loader	1	3	\$ 70.00	\$ 70.00
Subtotal Equipment			\$	440.00

MATERIALS	#	QTY/INV #	TOTAL	
6" Repair Clamp	1	1	\$ 350.55	\$ 350.55
Subtotal Material			\$	350.55

SUBCONTRACTOR/ RENTAL EQUIPMENT	QTY/INV #	Total	
Subtotal Sub/Rental Equipment		\$	-

RATE CHARGED \$ 2,800.55

O/H \$ 700.14

TOTAL \$ 3,500.69



FITTING QUANTITIES (NOVEMBER ONLY)

FITTING	QTY	TOTAL WEIGHT
6" ML ACC	7	37.8
6" 45	2	74
6" PVC ML	6	84.7
6" MJ SLEEVE	1	33
6" ML ACC	6	37.8
6" 45	2	74
6" PVC ML	5	84.7
6" DI ML	1	11.9
6" DI ML	1	11.9
6" MJ SLEEVE	1	33
6" MJ SLEEVE	1	33
6" ML ACC	6	37.8
6" 45	2	74
6" PVC ML	5	84.7
6" DI ML	1	11.9
TOTAL WEIGHT		724.2
TOTAL TONNAGE		0.36210

Agenda: Monday, December 9, 2024
Memo: Item #19.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Lynne Ladner, Town Manager

Subject: Discussion of AV requirements for updating Commission Chambers

As we prepare to make updates to the commission chambers to install cameras and equipment to begin video recording meetings and allowing for better virtual attendance of the meeting by commissioners and outside presenters we are seeking input as to the full extent and capabilities that the commission desires so that we can ensure that the project specifications meet the needs of the commission.

Suggested Motion:

Respectfully,
Lynne Ladner, Town Manager

CONSOLIDATED BALANCE SHEET REPORT FOR TOWN OF OCEAN RIDGE

Period Ending: 10/31/2022

Dept/ Account	Description	FUND 001 GENERAL FUND	FUND 302 CAPITAL PROJECTS FUND	Total
ASSETS				
000.000-101.200	CITY NATIONAL CAPITAL FUND		218,860	218,860
000.000-101.263	CASH LOAN DEBT SERVICE	155,982		155,982
000.000-101.265	CITY NATIONAL GEN OPERATING	1,009,087		1,009,087
000.000-101.266	CITY NATIONAL PAYROLL	1,595		1,595
000.000-101.267	CITY NATIONAL MCGINTY TH BEAUT	32,658		32,658
000.000-102.000	PETTY CASH	150		150
000.000-115.200	GARBAGE FEES RECEIVABLE	5,360		5,360
000.000-115.900	MISC RECEIVABLES	148,453		148,453
000.000-131.000	DUE FROM GENERAL FUND		594,611	594,611
000.000-133.000	GRANTS RECEIVABLE	4,808		4,808
000.000-151.354	CITY NATIONAL MONEY MARKET	6,256,748		6,256,748
000.000-155.100	PREPAID EXPENSES MISC		69,125	69,125
Total ASSETS		7,614,840	882,596	8,497,436
LIABILITIES				
000.000-202.000	ACCOUNTS PAYABLE	99,570	5,073	104,643
000.000-207.200	DUE TO OTHER FUNDS	594,611		594,611
000.000-208.100	DUE BLDG INSP CERT PROGRAM	1,500		1,500
000.000-208.400	DUE FLORIDA ELECTIONS COMM	12		12
000.000-216.100	ACCRUED WAGES PAYABLE	93,553		93,553
000.000-216.110	ACCRUED FICA PAYABLE	7,157		7,157
000.000-218.100	FICA TAXES (WITHHELD)	(302)		(302)
000.000-223.000	DEFERRED REVENUE	41,557		41,557
000.000-223.100	PROF & OCCUPATIONAL LICENSES	489,835		489,835
000.000-223.900	UNAVAILABLE REVENUE	25,027		25,027
Total LIABILITIES		1,352,520	5,073	1,357,592
FUND EQUITY				
000.000-247.100	RESERVE FOR TOWN HALL CAP PROJ	370,550		370,550
000.000-247.200	RESERVE FOR INSURANCE	160,000		160,000
000.000-247.400	BEAUTIFICATION RESERVE ACCT	115,267		115,267
000.000-271.100	FUND BALANCE	5,973,130	896,055	6,869,185
Total FUND EQUITY		6,618,948	896,055	7,515,003
Beginning Fund Balance		6,618,948	896,055	
Net of Revenues/Expenditures		(356,628)	(18,532)	
Ending Fund Balance		6,262,320	877,524	

CONSOLIDATED BALANCE SHEET REPORT FOR TOWN OF OCEAN RIDGE

Period Ending: 09/30/2023

Dept/ Account	Description	FUND 001 GENERAL FUND	FUND 302 CAPITAL PROJECTS FUND	Total
ASSETS				
000.000-101.200	CITY NATIONAL CAPITAL FUND		330,607	330,607
000.000-101.263	CASH LOAN DEBT SERVICE	467,944		467,944
000.000-101.265	CITY NATIONAL GEN OPERATING	1,058,007		1,058,007
000.000-101.266	CITY NATIONAL PAYROLL	1,595		1,595
000.000-101.267	CITY NATIONAL MCGINTY TH BEAUT	32,658		32,658
000.000-101.268	CITY NATL GENERAL OPERATING.1	(410,820)		(410,820)
000.000-102.000	PETTY CASH	150		150
000.000-115.200	GARBAGE FEES RECEIVABLE	5,360		5,360
000.000-115.900	MISC RECEIVABLES	141,830		141,830
000.000-131.000	DUE FROM GENERAL FUND		(5,031)	(5,031)
000.000-133.000	GRANTS RECEIVABLE	4,808		4,808
000.000-151.354	CITY NATIONAL MONEY MARKET	8,823,666		8,823,666
000.000-155.100	PREPAID EXPENSES MISC		69,125	69,125
Total ASSETS		10,125,197	394,700	10,519,897
LIABILITIES				
000.000-201.000	VOUCHERS PAYABLE	(1,495)		(1,495)
000.000-202.000	ACCOUNTS PAYABLE	142,115		142,115
000.000-207.200	DUE TO OTHER FUNDS	594,611		594,611
000.000-208.100	DUE BLDG INSP CERT PROGRAM	2,952		2,952
000.000-208.200	DUE DEPT HEALTH REHAB - RADON	0		0
000.000-208.400	DUE FLORIDA ELECTIONS COMM	60		60
000.000-216.100	ACCRUED WAGES PAYABLE	93,553		93,553
000.000-216.110	ACCRUED FICA PAYABLE	7,157		7,157
000.000-218.100	FICA TAXES (WITHHELD)	(7,498)		(7,498)
000.000-218.200	WITHHOLDING TAXES PAYABLE	(5,117)		(5,117)
000.000-218.300	GROUP HOSP INSURANCE WITHHELD	(490)		(490)
000.000-218.600	WAGE ASSIGNMENTS WITHHELD	(318)		(318)
000.000-218.900	DIRECT DEPOSITS	37,704		37,704
000.000-223.000	DEFERRED REVENUE	41,557		41,557
000.000-223.100	PROF & OCCUPATIONAL LICENSES	489,835		489,835
000.000-223.900	UNAVAILABLE REVENUE	25,027		25,027
Total LIABILITIES		1,419,653		1,419,653
FUND EQUITY				
000.000-247.100	RESERVE FOR TOWN HALL CAP PROJ	370,550		370,550
000.000-247.200	RESERVE FOR INSURANCE	160,000		160,000
000.000-247.400	BEAUTIFICATION RESERVE ACCT	115,267		115,267
000.000-271.100	FUND BALANCE	5,973,130	896,055	6,869,185
Total FUND EQUITY		6,618,948	896,055	7,515,003
Beginning Fund Balance		6,618,948	896,055	
Net of Revenues/Expenditures		2,086,596	(501,355)	
Ending Fund Balance		8,705,544	394,700	

CONSOLIDATED BALANCE SHEET REPORT FOR TOWN OF OCEAN RIDGE

Period Ending: 09/30/2024

Dept/ Account	Description	FUND 001 GENERAL FUND	FUND 302 CAPITAL PROJECTS FUND	Total
ASSETS				
000.000-101.200	CITY NATIONAL CAPITAL FUND		(1,710,798)	(1,710,798)
000.000-101.263	CASH LOAN DEBT SERVICE	233,972		233,972
000.000-101.265	CITY NATIONAL GEN OPERATING	1,058,007		1,058,007
000.000-101.266	CITY NATIONAL PAYROLL	1,595		1,595
000.000-101.267	CITY NATIONAL MCGINTY TH BEAUT	32,658		32,658
000.000-101.268	CITY NATL GENERAL OPERATING.1	2,651,720		2,651,720
000.000-101.269	TD BANK GEN OP	(55,874)		(55,874)
000.000-102.000	PETTY CASH	150		150
000.000-115.200	GARBAGE FEES RECEIVABLE	5,360		5,360
000.000-115.800	MISC HURRICANE RECEIVABLES	(54,841)		(54,841)
000.000-115.900	MISC RECEIVABLES	(8,824)		(8,824)
000.000-131.000	DUE FROM GENERAL FUND		(5,031)	(5,031)
000.000-133.000	GRANTS RECEIVABLE	4,808		4,808
000.000-151.354	CITY NATIONAL MONEY MARKET	9,283,113		9,283,113
000.000-155.100	PREPAID EXPENSES MISC	26,140		26,140
000.000-155.500	PREPAID INSURANCE PREMIUMS	1,554		1,554
Total ASSETS		13,179,537	(1,715,829)	11,463,708
LIABILITIES				
000.000-201.000	VOUCHERS PAYABLE	(1,495)		(1,495)
000.000-202.000	ACCOUNTS PAYABLE	64,863	35,190	100,053
000.000-207.200	DUE TO OTHER FUNDS	594,611		594,611
000.000-208.100	DUE BLDG INSP CERT PROGRAM	7,094		7,094
000.000-208.200	DUE DEPT HEALTH REHAB - RADON	0		0
000.000-208.400	DUE FLORIDA ELECTIONS COMM	60		60
000.000-216.100	ACCRUED WAGES PAYABLE	93,553		93,553
000.000-216.110	ACCRUED FICA PAYABLE	7,157		7,157
000.000-218.100	FICA TAXES (WITHHELD)	304,420		304,420
000.000-218.200	WITHHOLDING TAXES PAYABLE	246,318		246,318
000.000-218.300	GROUP HOSP INSURANCE WITHHELD	(4,461)		(4,461)
000.000-218.500	DEFERRED COMPENSATION	0		0
000.000-218.600	WAGE ASSIGNMENTS WITHHELD	(2,154)		(2,154)
000.000-218.700	RETIREMENT	(5,638)		(5,638)
000.000-218.900	DIRECT DEPOSITS	112,050		112,050
000.000-223.000	DEFERRED REVENUE	15,801		15,801
000.000-223.100	PROF & OCCUPATIONAL LICENSES	489,835		489,835
000.000-223.900	UNAVAILABLE REVENUE	25,027		25,027
Total LIABILITIES		1,947,042	35,190	1,982,232
FUND EQUITY				
000.000-009.100	TRANSFER TO OTHER FUNDS	170,780		170,780
000.000-247.100	RESERVE FOR TOWN HALL CAP PROJ	370,550		370,550
000.000-247.200	RESERVE FOR INSURANCE	160,000		160,000
000.000-247.400	BEAUTIFICATION RESERVE ACCT	115,267		115,267
000.000-271.100	FUND BALANCE	8,059,727	394,700	8,454,427
Total FUND EQUITY		8,876,324	394,700	9,271,024

CONSOLIDATED BALANCE SHEET REPORT FOR TOWN OF OCEAN RIDGE

Period Ending: 09/30/2024

Dept/ Account	Description	FUND 001	FUND 302	Total
		GENERAL FUND	CAPITAL PROJECTS FUND	
		51,896	(69,125)	(17,229)
Beginning Fund Balance		8,876,324	394,700	
Net of Revenues/Expenditures		2,304,275	(2,076,595)	
Ending Fund Balance		11,180,902	(1,681,895)	

Agenda: Monday, December 9, 2024
Memo: Item #22.

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

Subject: Town Manager

We are coming to the end of 2024, and the town hall has seen many changes this year, and by the new year, we will see more. During December and January, we will implement new building permit software that will digitize the permitting process, the land development review process, planning and zoning reviews and applications as well as community standards. We will also transition the town website and email addresses to a new domain name. The new address, OceanRidge.gov permits greater cybersecurity by use of the .gov domain. During and for a time after the transition, all traffic and emails will be routed to the original oceanridgeflorida.com so as to ensure that residents and communications will not be bothered with broken links and undeliverable mail.

These changes should be the last of the major technology updates for the town in the foreseeable future, and we have made significant changes over the last 12 to 18 months that have improved our efficiencies and will continue to improve our processes and customer service.

With the holidays this month and the new software I ask that everyone have patience with staff as many will be using vacation days as well as actively learning the new software and serving the residents at the same time.

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

October 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>		October 2024			
Type	Total	Days-Sgt Roy	Days-Sgt. Parkerson	Nights- Sgt. Ramirez	Nights-Sgt. Stang
<u>Traffic</u>					
Citations	63	2	18	21	22
Written Warnings	128	24	16	57	31
Parking Tickets/Municipal Warnings	13	5	6	2	0
Traffic Stops	222	31	40	80	53
<u>Arrests:</u>					
S19 Felony	0	0	0	0	0
S18 Misdemeanor	4	0	1	3	0
<u>Telephone Calls Handled by Dispatch:</u>					
<u>OCTOBER 2024</u>	<u>Year to Date</u>				
9-1-1	31	508			
Incoming/Non-Emergency	450	4358			
Outgoing/Non-Emergency	118	1413			
Total:	599	6279			
<u>Walk-Ins Handled by Dispatch:</u>			<u>Year to Date</u>		
All	231	1649			
After Business Hours	128	911			
Alarm Sign Issuance-	0	1			
Alarm Technician-	23	119			
AOD/Range Use-	5	32			
Burn Permit-	0	2			
Fingerprints-	5	32			
Keys-	4	12			
Pet Tag/Vehicle Decal-	5	26			
Report/Record Request-	5	67			
Vendors-	32	367			
Visitor for Chief-	7	48			
Visitor for Lt or Investigator-	5	37			
Visitor/Info-	128	1319			
Gift/Food donation-	5	21			
Pick up Property/Evidence-	1	22			
Pill Drop-	6	95			

BRINY BREEZES OCTOBER 2024

Description	Signal	Count
ON FOOT W/PORTABLE	10108	35
BEACH PATROL	BCHK	9
MEDICAL CALL	S73	8
ILLEGAL PARKING	S90	1
911 PRANK/FALSE/ACCID CALL	S79	1
SPECIAL DETAIL	S15	1
ASSIST OTHER DEPARTMENT	S76	1
TRAFFIC STOPS	1050	1
WELFARE CHECK	S84	6
POLICE SERVICE CALL	S68	3
THEFT	S30	0
AUTO ACCIDENT	S04	1

Total Calls for Service	66
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District Checks	241
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Total Calls w/ DC's	307
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OTHER ACTIVITY

Traffic

Citations	0
Written Warnings	0
Parking Tickets	0

ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 10/01/2024 00:00 Through 10/31/2024 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
10108	ON FOOT W/PORTABLE	71
10109	VEHICLE MAINTENANCE	172
1050	TRAFFIC STOP	220
1058	AT STATION	30
1060	ASSIST TO MOTORIST	1
806	VTC WORKING WHEN NOT PERMITTED	2
815	VTC PARKING ON VACANT LOT	3
820	VTC ANIMALS ON BEACH	3
822	VTC DOGS BARKING	1
823	VTC CONSTRUCTION SITE	3
824	VTC ALL OTHER	1
BCHK	BEACH PATROL	251
DC	DISTRICT CHECK	1429
FUP	FOLLOW-UP	1
HCKH	HOUSE CHECK HAND	425
HCKV	HOUSE CHECK VISUAL	345
LPR	LICENSE PLATE RECOGNITION ALERT	3
S04	AUTO ACCIDENT	1
S10	STOLEN VEHICLE	1
S12	RECKLESS DRIVER	1
S13	SUSPICIOUS INCIDENT	2
S13P	SUSPICIOUS PERSON	8
S13V	SUSPICIOUS VEHICLE	4
S14	INFORMATION	5
S15	SPECIAL DETAIL	42
S22	DISTURBANCE	3
S30	THEFT	1
S38	DOMESTIC	1
S40	CRIMINAL MISCHIEF	2
S48	OPEN DOOR	1
S48G	OPEN GARAGE DOOR	2
S49	ALARM	39
S49F	FIRE ALARM	5

ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 10/01/2024 00:00 Through 10/31/2024 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
S68	POLICE SERVICE CALL	24
S70	ANIMAL COMPLAINT	2
S72	LOST/FOUND PROPERTY	2
S73	MEDICAL CALL	7
S76	ASSIST OTHER DEPARTMENT	14
S79	911 PRANK/FALSE/ACCID CALL	5
S84	WELFARE CHECK	20
S88	FLORIDA POWER LIGHT ASSIST	1
S90	ILLEGAL PARKING	12
S92	TRAFFIC LIGHT PROBLEMS	1
S93	STREET OR TRAFFIC SIGNS	1
S95	TRAFFIC INCIDENT	6
S96	PROPERTY DAMAGE	1
TOTAL ACTIVITY:		3175

October 2024 BOYNTON BEACH FIRE RESCUE REPORT

2413357	10/3/2024	Flamingo Dr Briny Breezes	Briny Breezes	Station 1	B	EMS call, excluding vehicle accident with injury	7.2
2413380	10/4/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	C	Emergency medical service incident, other	5.4
2413442	10/5/2024	5510 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	D	EMS call, excluding vehicle accident with injury	6.9
2413568	10/8/2024	6000 BLK Old Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	C	Unintentional transmission of alarm, other	6.7
2413583	10/8/2024	Island Dr S Ocean Ridge	Ocean Ridge	Station 1	C	EMS call, excluding vehicle accident with injury	5.9
2413624	10/9/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	D	Public service assistance, other	5.6
2413650	10/9/2024	6200 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	D	Alarm system sounded due to malfunction	5.7
2413695	10/10/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	A	Public service assistance, other	8.2
2413714	10/10/2024	Spanish River Dr Ocean Ridge	Ocean Ridge	Station 1	A	Alarm system sounded due to malfunction	6.4
2413796	10/12/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	C	EMS call, excluding vehicle accident with injury	4.8
2413813	10/12/2024	Cedar Dr Briny Breezes	Briny Breezes	Station 4	C	EMS call, excluding vehicle accident with injury	4.8
2413828	10/13/2024	5520 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	D	EMS call, excluding vehicle accident with injury	4.1
2413854	10/13/2024	Douglas Dr Ocean Ridge	Ocean Ridge	Station 4	D	Public service assistance, other	5.7
2414083	10/19/2024	Sabal Island Dr Ocean Ridge	Ocean Ridge	Station 1	B	Alarm system activation, no fire - unintentional	6.8
2414106	10/20/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	C	EMS call, excluding vehicle accident with injury	6.5
2414109	10/20/2024	5011 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	C	EMS call, excluding vehicle accident with injury	5
2414364	10/26/2024	6300 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	A	Alarm system activation, no fire - unintentional	5.8
2414405	10/27/2024	5800 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	B	EMS call, excluding vehicle accident with injury	5.1
2414407	10/27/2024	6990 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	B	EMS call, excluding vehicle accident with injury	5.3
2414410	10/27/2024	Palm Dr Briny Breezes	Briny Breezes	Station 4	B	Public service assistance, other	5.2
2414519	10/30/2024	Bamboo Dr Briny Breezes	Briny Breezes	Station 4	A	EMS call, excluding vehicle accident with injury	6.4
2414539	10/30/2024	6550 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	A	EMS call, excluding vehicle accident with injury	5.7

Ocean Ridge Summary		Briny Breezes Summary	
Medical Calls	7	Medical Calls	6
Fire/Other Calls	6	Fire/Other Calls	3
Total	13	Total	9

Calls exceeding 10 minutes consist of; (0)