

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



**August 4, 2025 at 6:00 PM
Town Hall - Meeting Chambers**

TOWN COMMISSIONERS

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

ADMINISTRATION

Town Manager Michelle Heiser
Town Attorney Christy Goddeau
Town Clerk Kelly Avery
Chief of Police Scott McClure

To view the meeting: <https://www.youtube.com/@oceanridge9274>

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA

PRESENTATIONS & PROCLAMATIONS

1. Legislative Update from Senator Lori Berman
2. Commendation for Building Permit Tech Lindsay Winters
3. Proclamation Honoring the Service of Jean Hallahan

ANNOUNCEMENTS

4. The meeting schedule for the next month is as follows: Regular Town Commission Meeting Monday, September 8th at 6:00 PM; Town Commission Tentative Budget Hearing, September 8th at 5:30 PM; Code Enforcement Hearing Tuesday, August 5th at 10:00 AM; All meetings are held in the Commission Chambers at Town Hall.
5. Town Hall will be closed Monday, September 1, 2025, in observance of the Labor Day Holiday.
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.

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

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

7. Adopt Minutes of the July 8, 2025, Regular Town Commission Meeting
8. Approval of Resolution 2025-12: A Resolution Of The Town Of Ocean Ridge, Florida, Providing For Authorization For The Town Manager To Execute And Submit

The Application And All Necessary Documents Related To The Hazard Mitigation Grant Program And Approving The Receipt Of Funds; Providing For Conflicts; Providing For Severability; Providing For An Effective Date

9. Town Shooting Range Ventilation System
10. AIG Tank Guard Program
11. Procurement and Purchasing Credit Card Policy
12. June Financial Report

BUDGET DISCUSSION AGENDA ITEMS

13. Town Engineer Presentation on Priority Capital Projects in FY 26 Budget
Harbour Drive North Drainage Improvements
Town Seawall on Hudson Ave
Phase 2 - Watermain Infrastructure Modernization
14. Phase 4 - Watermain Infrastructure Modernization
15. Police Beach Low Speed Vehicle - Side by Side
16. Police Vehicle Request for Fiscal Year 2026 Budget
17. Motorola Flex CAD - Request to Add to Fiscal Year 2026 CIP Budget

PUBLIC HEARING ITEMS

18. Approval of Ordinance 2025-01 on Second Reading: An Ordinance Of The Town Of Ocean Ridge, Florida, Amending The Comprehensive Plan Of The Town Of Ocean Ridge With The 2025 Evaluation And Appraisal Report (EAR) Based Amendments; Providing For Recitals, Adoption, Conflicts, Repeal, Severability, Applicability, Transmittal, And An Effective Date

REGULAR AGENDA ITEMS

19. Approval of Ordinance 2025-04 on First Reading: An Ordinance Of The Town Of Ocean Ridge, Florida, Amending The Code Of Ordinances At Chapter 2, “Administration”, Article VI “Finance”, Division 1 “Purchasing Code”, By Increasing The Town Manager’s Purchasing Authority From \$10,000 To \$25,000; By Updating, Clarifying, And Deleting Certain Purchasing Provisions; By Adding Provisions For Protests, The Acquisition Of Real Property, And Settlement Authority Of Claims; And Providing For Conflicts, Severability, Codification, And An Effective Date
20. Approval of Re-plat of 92 & 93 Island Dr. S and Resolution 2025-14: Termination and Release of Easement at 93 Island Dr. S

STAFF & COMMITTEE REPORTS

21. Town Manager
Summary of Activities
22. Town Attorney
23. Police Chief

24. Fire Chief

TOWN COMMISSIONER COMMENTS

ADJOURNMENT

Certificate of Commendation

Presented to

Lindsay Winters

**For Creating a Delightful Customer Experience
in the Town of Ocean Ridge**

In recognition of your outstanding dedication to exceptional service and
your commitment to making
every interaction with residents and applicants welcoming, efficient,
and positive. Your efforts
reflect the Town's values and set a high standard for customer
experience in municipal government.

Michelle Heiser, Town Manager

Mayor Geof Pugh



Ocean Ridge
FLORIDA

TOWN OF OCEAN RIDGE, FLORIDA



PROCLAMATION HONORING JEAN HALLAHAN FOR 20 YEARS OF OUTSTANDING SERVICE TO THE TOWN OF OCEAN RIDGE

WHEREAS, Jean Hallahan has dedicated two decades of exceptional service to the Town of Ocean Ridge, serving as Town Treasurer, Deputy Town Clerk, and Human Resources Administrator, and has retired on July 28, 2025; and

WHEREAS, since beginning her service in 2005, Jean has been a cornerstone of Town Hall — a trusted voice, a steady hand, and a true public servant whose work has touched nearly every corner of our local government; and

WHEREAS, in her role as Deputy Town Clerk, she provided invaluable support in maintaining the Town's official records, assisting residents with care and accuracy, and helping ensure the daily operations of the Town ran smoothly; and

WHEREAS, as Town Treasurer, Jean has overseen the financial wellbeing of Ocean Ridge with diligence, transparency, and deep expertise — helping to guide the Town through years of economic change with a calm, confident presence and a sharp eye for detail; and

WHEREAS, wearing yet another important hat, Jean also serves as the Town's Human Resources Administrator — supporting our staff with compassion, professionalism, and integrity, always advocating for fairness, open communication, and a positive work environment; and

WHEREAS, her quiet leadership, reliability, and kindness have made her not only a vital member of our team, but a mentor and friend to so many throughout her 20 years of service; and

WHEREAS, her well-deserved retirement is both a celebration and a heartfelt farewell — marking the close of an extraordinary chapter in Ocean Ridge history and the beginning of a new and exciting journey for her;

NOW, THEREFORE, I, Geoff Pugh, Mayor of the Town of Ocean Ridge, on behalf of the Town Commission and the entire Ocean Ridge community, do hereby proclaim: **JULY 28, 2025, AS "JEAN HALLAHAN APPRECIATION DAY"** in the Town of Ocean Ridge, and invite all residents, colleagues, and friends to join in honoring Jean's remarkable legacy of service and wishing her a future filled with joy, health, and well-earned relaxation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Ocean Ridge to be affixed this 4th day of August 2025.

ATTEST:

Kelly Avery, CMC, Town Clerk

Geoff Pugh, Mayor

REGULAR TOWN COMMISSION MEETING MINUTES

JULY 8, 2025

CALL TO ORDER

The meeting was called to order by Mayor Pugh at 5:58 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

Commissioner Aijala participated via phone.

PLEDGE OF ALLEGIANCE

Mayor Pugh led the pledge of allegiance.

ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA

Interim Town Manager Heiser requested to add to a resolution for authorization of signatures for the new town manager or the ongoing interim town manager for banking purposes. After the discussion, it was decided to add this as item 14a to the consent agenda.

Vice Mayor Coz moved to approve the agenda as amended; seconded by Commissioner Cassidy. Motion carried 5-0. (1:49)

PRESENTATIONS & PROCLAMATIONS

1. **Palm Beach County Distinguished Service Award for Enforcement – Officer Jimmy Pilon.**

Chief McClure presented the Palm Beach County Distinguished Service Award for Enforcement to Officer Jimmy Pilon. He highlighted Officer Pilon's exceptional performance. The Chief emphasized that this was the first such award for the department in 20 years.

2. **Audit for Fiscal Year 2024**

Ronald Bennett presented the audit for fiscal year 2024. He provided a comprehensive overview of the Town's financial position, highlighting key points. He also commended the Town on its strong financial position and fiscal stewardship. Commissioners asked questions about the details of the report and discussed the town's financial stability.

Vice Mayor Coz moved to approve the audit for Fiscal Year 2024; seconded by Commissioner Hutchins. Motion carried 5-0. (20:17)

ANNOUNCEMENTS

3. The meeting schedule for next month is as follows: Regular Town Commission

REGULAR TOWN COMMISSION MEETING MINUTES

JULY 8, 2025

Meeting on Monday, August 4th at 6:00 PM; Town Commission Budget Workshop #4 Monday, August 4th at 2:00 p.m.; Code Enforcement Hearing Tuesday, August 5th at 10:00 AM; Planning & Zoning Commission Meeting Tuesday, July 16th at 9:00 AM.

Board of Adjustment Meeting (tentatively) on Wednesday, July 16th at 9:00 AM. There will be a Second Reading/Public Hearing for Comprehensive Plan Text Amendment Evaluation and Appraisal Review (EAR) Based Amendments at the August 4th Town Commission Meeting. All meetings are held in the Commission Chambers at the Town Hall.

4. The Town is hosting a blood drive event with One Blood on Friday, July 11th from 9:30 am – 3 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.

Town Clerk Avery read the announcements into the record.

PUBLIC COMMENT

Mayor Pugh opened the floor for public comment.

The following spoke: Nancy, Betty Bingham and Terry Brown

Mayor Pugh closed the floor for public comment.

APPROVAL OF CONSENT AGENDA

6. Adopt Minutes of the May 5, 2025, Special Town Commission Meeting.
7. Adopt Minutes of the June 2, 2025, Regular Town Commission Meeting
8. Adopt the Minutes of the June 2, 2025, Special Town Commission Meeting
9. Purchase and Installation of Security Doors
10. Approval of Retroactive Hy-byrd Agreement
11. Repair and Maintenance of Corrine Crossover and Thompson St. Crossovers
12. Property Values & Reconciliation For Insurance Purposes
13. May Financial Report
14. Town Manager Contract
- 14a. Resolution 2025-11

Fire Chief Bruder provided a brief report regarding the number of service calls.

Vice Mayor Coz moved to approve the Consent Agenda as amended; seconded by Commissioner Cassidy. Motion carried 5-0. (39:04)

PUBLIC HEARING FOR FY 26 BUDGET

15. Discuss and Approve a Maximum Millage Rate for Fiscal Year 2026

Town Manager Heiser and Financial Consultant Vath presented information on setting the maximum millage rate for fiscal year 2026. The commission discussed the Town's strong financial position and agreed that setting a lower maximum rate was appropriate given the current circumstances.

REGULAR TOWN COMMISSION MEETING MINUTES

JULY 8, 2025

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 approve a maximum operating millage rate of 5.4 mills for Fiscal Year 2026 to be included in the TRIM notice as required by Florida Statutes; seconded by Commissioner Hutchins. Motion carried 5-0. (46:43)

REGULAR AGENDA ITEMS

16. Approval of Unity of Title for 5311 Osprey Drive

Attorney Elizabeth Lenihan presented a request from the owners of 5311 Osprey Drive to combine two adjacent lots to build a single-family residence. Vice Mayor Coz provided additional context about the property and the owners' intentions.

Mayor Pugh opened the floor for public comment.

The following spoke: Terry Brown and Christine Schulte

Mayor Pugh closed the floor for public comment.

Vice Mayor Coz moved to approval of Unity of Title for 5311 Osprey Drive; seconded by Commissioner Hutchins. Motion carried 5-0. (50:54)

17. Consideration of a New Appointment for an Alternate Position for the Board of Adjustment

Town Clerk Avery informed the Commission that the previously appointed alternate for the Board of Adjustment had decided not to serve. The Commission reached a consensus to leave the position open and consider applications if they are received, rather than actively seeking a new alternate at this time.

STAFF & COMMITTEE REPORTS

18. Town Manager Update

Town Manager Heiser thanked the Commission for their vote and expressed that she was honored to serve the town as the new Town Manager. She expressed that she was looking forward to the massive projects planned for the next fiscal year. There was a discussion regarding the August Budget meeting to combine it with the Regular Town Commission meeting.

Mrs. Vath spoke briefly about the revolving fund. Commissioner Aijala congratulated the Town Manager Heiser.

REGULAR TOWN COMMISSION MEETING MINUTES

JULY 8, 2025

19. Town Attorney

Attorney Elizabeth Lenihan reported that the Planning and Zoning Commission requested approval to review some nonconforming lots that may have been inadvertently left out of previous ordinances.

The Commission gave consensus for this review to move forward.

20. Police Chief

Chief McClure reported that his full report was included in the meeting package. He highlighted that for the month, there were 696 traffic stops, 3 felony arrests, and 9 misdemeanor arrests. The chief also mentioned an upcoming discussion with Briny Breezes regarding their contract.

Boynton Beach Fire Chief Bruder gave an update on response times and the delay in the new Fire Boat.

TOWN COMMISSIONER COMMENTS

Vice Mayor Coz inquired about the Briny Breezes contract mentioned in a recent Coastal Star article. After discussion, the Commission decided to address the contract terms immediately.

Vice Mayor Coz moved to set the Briny Breezes contract with a 3% increase per year for the next 3 years; seconded by Commissioner Hutchins. Motion carried 5-0 (1:00)

Mayor Pugh opened the floor for public comment.

The following spoke: Terry Brown

Mayor Pugh closed the floor for public comment.

ADJOURNMENT

Meeting Adjourned at 7:01 p.m.

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Town Commission on August 4, 2025.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

RESOLUTION NO. 2025-12

A RESOLUTION OF THE TOWN OF OCEAN RIDGE, FLORIDA, PROVIDING FOR AUTHORIZATION FOR THE TOWN MANAGER TO EXECUTE AND SUBMIT THE APPLICATION AND ALL NECESSARY DOCUMENTS RELATED TO THE HAZARD MITIGATION GRANT PROGRAM AND APPROVING THE RECEIPT OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Town Manager to execute and submit the Application and all necessary documents related to the Hazard Mitigation Grant Program.

NOW, THEREFORE, BE IT RESOLVED that the Town Commission of Ocean Ridge, Florida, as follows:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Ocean Ridge, Florida, hereby approves and authorizes the Town Manager to execute and submit the Application and all necessary documents related to the Hazard Mitigation Grant Program and approves the receipt of funds.

SECTION 3. The Town Manager is authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

_____ Offered the foregoing resolution. _____ Seconded the motion, and upon being put to vote, the vote was as follows:

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

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

TOWN OF OCEAN RIDGE, FLORIDA

By: _____
Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Scott McClure, Police Chief

Subject: Town Shooting Range Ventilation System

The Police Department is requesting approval to proceed with the purchase and installation of a new ventilation system for the in-house shooting range. The current ventilation unit is original to the facility and no longer provides adequate air quality protections, presenting a health risk to officers and partner agencies who utilize the range for firearms qualification and training.

After soliciting pricing, a cost-effective proposal of \$24,000 was received from the Town's current HVAC vendor, D.L. Fulsom, compared to a \$125,000 quote from a specialty vendor. The upgraded system will ensure compliance with safety standards while supporting regional collaboration, as both the Manalapan and Gulf Stream Police Departments have voiced support to contribute financially in their FY 2025–2026 budgets. Ongoing maintenance will also be provided under the existing service relationship with D.L. Fulsom.

In addition, the Town intends to submit for partial reimbursement under the Preferred TIPS Program through our insurance carrier, PGIT. This program offers up to 50% reimbursement (maximum \$5,000 annually) for safety-related purchases that align with the Town's insurance coverages. The submission deadline is September 15, 2025, and requires a completed application, proof of purchase, and payment documentation. This ventilation system qualifies due to its direct risk management and safety benefits.

Staff recommends Commission approval of this critical facility upgrade and requests funding of not to exceed \$30,000 which includes contingency, from the Town's Capital Fund / Contingency GL #

Staff recommends Commission approval of this essential facility upgrade (the project), expenditure of funds not to exceed \$30,000 and supports the Town's intent to pursue PGIT reimbursement to offset costs.

Suggested Motion: I move to approve.

Respectfully,
Scott McClure, Police Chief

Ocean Ridge Police Department

Inter-Office Memo

To: Town Council

Via: Town Manager Michelle Heiser

From: Chief Scott McClure

Date: 6/6/2025

Expiration/Cancellation Date:

Subject: New Shooting Range Ventilation system

Dear Commissioners,

I am respectfully seeking the Commission's approval for the purchase and installation of a new ventilation system for our police department shooting range. When ammunition is fired, gases such as carbon dioxide, carbon monoxide, nitrogen oxides, ammonia and hydrogen cyanide are released into the air. The current system is original to the facility and is no longer serviceable, creating significant air quality concern for all users.

Our shooting range is a critical asset for maintaining handgun and rifle qualifications for our officers. It allows us to conduct mandatory training and certification in-house, avoiding the expense of using external facilities. In addition to serving our department, the range is also utilized by neighboring agencies, including the Manalapan Police Department and the Gulf Stream Police Department. Both agencies have expressed their intention to contribute funding toward the project in their respective 2025–2026 budgets. We initially obtained a quote from a specialty gun range ventilation company, which estimated the cost at \$125,000. However, we explored more cost-effective alternatives and received a proposal from our trusted HVAC service provider, D.L. Fulsom. They have the capability to build and install a ventilation system tailored to our range for just \$24,000 for savings of \$101,000. Additionally, D.L. Fulsom will provide ongoing service and maintenance for the unit.

I appreciate your continued support of our department and respectfully request your approval to move forward with this essential priority.

REV 10/26/15

ORPD FORM 22

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Michelle Heiser, Town Manager

Subject: AIG Tank Guard Program

Fuel Storage Tank Liability Insurance Renewal

The Town is due to renew its environmental liability insurance coverage for the on-premises fuel storage tank. This policy is required to mitigate the risks associated with potential environmental hazards and contamination events related to fuel storage. The renewal is structured under a standard warranty-based policy and maintains the following coverage limits:

- **\$1 million** per incident
- **\$4 million** aggregate
- **\$5,000** deductible

Renewing this coverage ensures continued compliance with regulatory expectations and protects the Town from significant financial exposure related to fuel-related environmental liabilities. Staff recommends approval to proceed with the renewal under the existing terms.

Staff recommends approval to proceed with the renewal under the existing terms.

Suggested Motion: I move to approve.

Respectfully,
Michelle Heiser, Town Manager



5/20/2025

File Number: 102721.10

Town of Ocean Ridge
6450 N Ocean Blvd
Ocean Ridge, FL 33435

IMPORTANT RENEWAL NOTICE

Re: AIG TankGuard® Program
Insured: Town of Ocean Ridge
Policy Number: FPL002594117
Expiration Date: 09/24/2025

Dear Insured:

We are pleased to announce that we have streamlined and improved the renewal process for the TankGuard® program.

As you know, the above TankGuard® policy is scheduled for renewal with on the date indicated above.

In order to renew the above coverage, we will require that you complete the enclosed Renewal Warranty Statement. We are very pleased to advise that upon receipt of the fully completed Renewal Warranty the captioned policy will be automatically renewed. Please note: if there have been any material changes to the risk, we will need a fully completed renewal application.

We ask that you please complete the enclosed Renewal Warranty Statement and promptly forward it to your agent/broker:

Atlantic Pacific Insurance
PO Box 190
Belle Glade, FL 33430

Please note, that we will need to receive the completed Renewal Warranty Statement from your agent/broker within 35 days of the date of this letter or we will be unable to automatically renew.

Please note that if we do not receive the Warranty Statement within this time frame, State Insurance Regulations require us to send a notice of non-renewal to you.

State Insurance Regulations also require that we provide advance notice of any material changes in terms and conditions of your current coverage and/or changes to underwriting guidelines. Therefore, we must advise you that your policy may be renewed with different rates, terms and conditions resulting from increased exposure or from rate increases as approved by the applicable state agency.

In closing, we remind you that your policy is a "claims-made" form, requiring that claims be made against the insured and reported to the Company during the policy period for coverage to be provided, subject to all terms, conditions and exclusions. Therefore, if your policy is not renewed, there will be no coverage for any claims reported subsequent to your policy's expiration date unless an Extended Reporting Period is purchased. Instructions for purchasing an Extended Reporting Period Endorsement are provided in your policy.

Should you have any questions concerning the enclosed material, please have your agent contact us.

Very truly yours,
POLICY MANAGERS®

Lisa Sanders
Senior Account Executive
321-433-4065
lsanders@policymanagers.com



**Storage Tank Third Party Liability
TankGuard® Renewal Warranty**

NAMED INSURED: Town of Ocean Ridge

INSURER: Commerce and Industry Insurance Company

POLICY NUMBER: FPL002594117

POLICY PERIOD: 09/24/2025 to 09/24/2026

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

☐ \$1 Million/\$1 Million ☐ \$1 Million/\$2 Million ☐ \$2 Million/\$2 Million

☐ OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

☐ \$5,000 ☐ \$10,000 ☐ \$25,000 ☐ \$50,000 ☐ \$100,000

For Deductibles above \$50,000, please include your most current audited financial statement.



**Storage Tank Third Party Liability
TankGuard® Renewal Warranty**

Renewal Warranty Acknowledgement

APPLICANT:

(Signature)

Town of Ocean Ridge

APPLICANT:

(Print Name)

DATE:

BROKER: Atlantic Pacific Insurance

(Firm)

PO Box 190
Belle Glade, FL 33430

Street Mailing Address

(Contact Person)

(Phone #, Fax #, Email Address)

(Signature of Broker or Agent)

A122678

(License Number and State)

0592085342

(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expiration date. Please visit our website www.policymanagers.com to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury- in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, REJECTS in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Terrorism Act Premium: \$12.00

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Policyholder/Applicant's Printed Name

Date

Commerce and Industry Insurance Company

**Return to: Policy Managers
317 Riveredge Blvd., Suite 206
Cocoa, FL 32922**

Town of Ocean Ridge

Exp Policy # FPL002594117

Quote#: 102721.10

Notification

CHANGE TO INSURER'S ADDRESS

Please be advised that all references to the address 175 Water Street, New York, NY 10038 contained in the Policy, Policy Declarations, riders, endorsements, and Policy notices are hereby deleted in their entirety and replaced with the following: 1271 Ave of the Americas FL 37, New York, NY 10020-1304

All other terms and conditions of the Policy remain the same.

Policy Managers®

317 Riveredge Boulevard, Suite 206 • Cocoa, Florida 32922 • 800.475.4055 • Fax: 321.433.1093 • www.policymanagers.com
A Division of Chamber Insurance Agency Services, LLC

August 28, 2024

Jeff Hooker
Atlantic Pacific Insurance
PO Box 190
Belle Glade, FL 33430-

Re: TankGuard Liability Insurance Program
Insured: Town of Ocean Ridge

Policy Number: 002594117
Policy Period: 9/24/24 to 9/24/25

Dear Mr. Hooker:

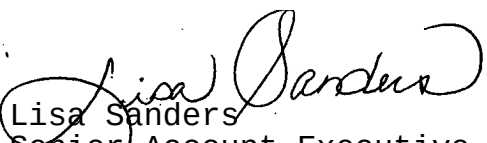
On behalf of Commerce and Industry Insurance Company, we are pleased to attach your client's TankGuard Liability Insurance Policy and related documents. The delivery of these policy documents completes the placement of this coverage for the captioned year.

The captioned policy was issued based on the representations, contained in your client's most recent application.

Thank you for placing this important insurance protection. Should you require further assistance, do not hesitate to call us at 1-800-475-4055. You may also contact us at our web-site address, which is www.policymanagers.com

Sincerely,

POLICY MANAGERS®


Lisa Sanders
Senior Account Executive
Direct Dial Phone: (321)433-4065
lsanders@policymanagers.com

COMMERCE AND INDUSTRY INSURANCE COMPANY

175 WATER STREET
NEW YORK, N. Y. 10038

A Capital Stock Company
(herein called the "Company")

**STORAGE TANK THIRD-PARTY LIABILITY, CORRECTIVE ACTION AND CLEANUP COSTS
POLICY**

DECLARATIONS

THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE READ CAREFULLY.

POLICY NUMBER: 002594117

Item 1. NAMED INSURED: Town of Ocean Ridge

ADDRESS: 6450 N Ocean Blvd
Ocean Ridge, FL 33435

Item 2. POLICY PERIOD: FROM 09/24/24 TO 09/24/25
12:01 AM Standard Time at the Address of the Named Insured shown above

Item 3. LIMIT OF LIABILITY: \$ 1,000,000 EACH INCIDENT LIMIT
\$ 4,000,000 AGGREGATE LIMIT

Item 4. DEDUCTIBLE: \$ 5,000 EACH INCIDENT

Item 5. COVERED STORAGE TANK SYSTEM(S): See Storage Tank Schedule

Item 6. RETROACTIVE DATE: See Storage Tank Schedule

Item 7. POLICY PREMIUM:
\$1,403.90

Premium for Certified Acts of Terrorism Coverage Under TRIA 2002:
Not Applicable, Coverage Rejected by Insured

FL Surcharge \$13.90

Item 8. FORMS, ENDORSEMENTS AND SCHEDULES ATTACHED TO THIS POLICY: See Attached Form Schedule

BROKER: Policy Managers®

By



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

STORAGE TANK PROGRAM

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POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aigproducercompensation.com or by calling AIG at 1-800-706-3102.

STORAGE TANK THIRD-PARTY LIABILITY, CORRECTIVE ACTION AND CLEAN-UP COSTS POLICY

NOTICE: THIS IS A CLAIMS-MADE-AND-REPORTED POLICY. PLEASE READ CAREFULLY. ADDITIONALLY, THIS POLICY HAS CERTAIN PROVISIONS AND REQUIREMENTS UNIQUE TO IT AND MAY BE DIFFERENT FROM OTHER POLICIES THE INSURED MAY HAVE PURCHASED. DEFINED TERMS, OTHER THAN HEADINGS, APPEAR IN BOLD FACE TYPE.

THE DESCRIPTIONS IN ANY HEADINGS OR SUB-HEADINGS OF THIS POLICY ARE INSERTED SOLELY FOR CONVENIENCE AND DO NOT CONSTITUTE ANY PART OF THE TERMS OR CONDITIONS HEREOF.

In consideration of the payment of the premium, in reliance upon the statements in the Declarations and the Application, annexed hereto and made a part of this Policy or, if not annexed hereto, which are deemed to be annexed hereto and made a part of this Policy, and pursuant to all of the terms of this Policy, the Company agrees with the **Named Insured** as follows:

I. INSURING AGREEMENT

1. COVERAGES:

COVERAGE A - THIRD PARTY BODILY INJURY AND PROPERTY DAMAGE DUE TO A STORAGE TANK RELEASE

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury** or **Property Damage** resulting from **Pollution Conditions** from a covered **Storage Tank System**, provided such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period** or during the **Extended Reporting Period**, if applicable. The **Pollution Condition** must commence on or after the **Retroactive Date** as shown in Item 6 of the Declarations.

COVERAGE B - CLEAN-UP COSTS OR CORRECTIVE ACTION DUE TO A STORAGE TANK RELEASE

To pay on behalf of the **Insured**, **Clean-Up Costs** or **Corrective Action** that the **Insured** becomes legally obligated to pay as a result of a **Confirmed Release** from a covered **Storage Tank System**, provided such **Confirmed Release** is first reported to the Company in writing during the **Policy Period** or during the **Extended Reporting Period**, if applicable. The **Pollution Condition** must commence on or after the **Retroactive Date** as shown in Item 6 of the Declarations.

2. DEFENSE:

The Company shall have the right and duty to defend any **Claims** covered under Coverage A or any civil or administrative proceedings or suits which seek to impose a legal obligation upon the **Insured** to undertake **Clean-Up Costs** or **Corrective Action** for a **Confirmed Release** to which Coverage B applies. The Company's duty to defend or continue defending any such **Claims**, civil or administrative proceedings or suits and to pay any **Loss**, **Corrective Action**, **Clean-Up Costs** or defense costs, charges and expenses, shall cease once the applicable limit of liability, as described in Section V. **LIMITS OF LIABILITY AND DEDUCTIBLE**, has been exhausted.

3. INDEPENDENT COUNSEL:

In the event the **Insured** is entitled by law to select independent counsel to defend the **Insured** at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company would actually pay to counsel that the Company retains in the ordinary course of business in the defense of similar **Claims** in the community where the **Claim** arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending **Claims** similar to the one pending against the **Insured**, and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the **Insured** agrees that counsel will timely respond to the Company's request for information regarding the **Claim**. The **Insured** may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

4. SETTLEMENT:

The Company will present any settlement offers to the **Insured**, and if the **Insured** refuses to consent to any settlement within the limits of liability of this Policy recommended by the Company and acceptable to the claimant, the Company's duty to defend the **Insured** shall then cease and the **Insured** shall thereafter negotiate or defend such **Claim** independently of the Company and the Company's liability shall not exceed the amount, less the Deductible or any outstanding Deductible balance, for which the **Claim** could have been settled if such recommendation was consented to.

II. EXCLUSIONS

1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES:

This Policy does not apply to **Claims**, **Clean-Up Costs** or **Corrective Action**, or **Loss**:

A. CRIMINAL FINES, PENALTIES, AND ASSESSMENTS:

Due to any criminal fines, criminal penalties or criminal assessments.

B. CONTRACTUAL LIABILITY:

Arising from liability of others assumed by the **Insured** under any contract or agreement, unless the liability of the **Insured** would have attached in the absence of such contract or agreement or the contract or agreement is an **Insured Contract**.

C. INTENTIONAL NONCOMPLIANCE:

Arising from **Pollution Conditions** based upon or attributable to any **Responsible Insured's** intentional, willful or deliberate noncompliance with any statute, regulation including those set forth in Title 40 of the Code of Federal Regulations, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.

D. INTERNAL EXPENSES:

For costs, charges or expenses incurred by the **Insured** for goods supplied or services performed by the staff or salaried employees of the **Insured**, or its parent, subsidiary or affiliate, except if in response to an emergency or pursuant to **Environmental Laws** that require immediate remediation of **Pollution Conditions**, or unless such costs, charges or expenses are incurred with the prior written approval of the Company in its sole discretion.

E. INSURED vs. INSURED:

Arising from a **Claim** brought by any **Insured** against any other person or entity who is also an **Insured** under this Policy. This exclusion does not apply to **Claims** initiated by third parties or **Claims** that arise out of an indemnification given by one **Named Insured** to another **Named Insured** in an **Insured Contract**.

F. EMPLOYER LIABILITY:

Arising from **Bodily Injury** to an **Insured** or its parent, subsidiary or affiliate arising out of and in the course of employment by the **Insured** or its parent, subsidiary or affiliate. This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay third parties who must pay damages because of the injury.

G. PRIOR KNOWLEDGE/NON-DISCLOSURE:

Arising from **Pollution Conditions** existing prior to the **Inception Date** and known by a **Responsible Insured** and not disclosed in the application for this Policy, or any previous policy for which this Policy is a renewal thereof.

H. COST TO CONFIRM A RELEASE FROM A STORAGE TANK SYSTEM:

For any costs, charges or expenses incurred to investigate or certify that a **Confirmed Release** has taken place.

I. COST TO REPAIR, REPLACE OR UPGRADE A STORAGE TANK SYSTEM:

For any costs arising out of the reconstruction, repair, replacement, upgrading or rebuilding of any **Storage Tank System** or for any other improvements, site enhancements or routine maintenance on, within or under the site at which **Storage Tank Systems** are located.

J. DIVESTED STORAGE TANK SYSTEMS OR SITES:

Arising from **Pollution Conditions** or **Confirmed Releases** which commence after the date that a covered **Storage Tank System**, or the site at which the **Storage Tank System** is located, is sold, given away, abandoned, or subleased, unless the sublease has been approved in writing by the underwriter prior to the commencement of the sublease.

K. STORAGE TANK SYSTEM CONTENTS:

1. Arising from physical injury, including but not limited to contamination, of the contents of a **Storage Tank System**; or
2. Arising out of **Property Damage** due to physical injury, including but not limited to contamination, of the contents of a **Storage Tank System**; or
3. For any costs arising out of the removing, replacing or recycling of the contents of any **Storage Tank System**.

L. WAR

Arising directly or indirectly as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes civil war, insurrection, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.

III. NOTICE REQUIREMENTS AND CLAIM PROVISIONS

The **Insured** shall provide the Company with notice of **Confirmed Release**, **Claim** and **Pollution Conditions**, as follows:

1. In the event of a **Confirmed Release, Claim or Pollution Condition**, the **Insured** shall give written notice to:

Manager, Pollution Insurance Products Dept.
AIG Property Casualty Claims, Inc
Attn.: CID
101 Hudson Street, 31st Floor
Jersey City, NJ 07302
Fax: 866-260-0104
Email: severityfnol@aig.com

or other address(es) as substituted by the Company in writing.

2. The **Insured** shall give written notice of **Claims**, a **Confirmed Release** or **Pollution Conditions** as soon as possible, but in any event during the **Policy Period** or during the **Extended Reporting Period**, if applicable. Notice under all coverages shall include, at a minimum, information sufficient to identify the **Named Insured**, the **Storage Tank System**, the names of persons with knowledge of the **Pollution Conditions** and all known and reasonably obtainable information regarding the time, place, cause, nature of and other circumstances of the **Pollution Conditions**. The **Insured** shall forward the following to the Company as soon as possible:
 - (a) All reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the claimant(s) and available witnesses;
 - (b) All correspondence between the **Insured** and any third party Claimant, including but not limited to any **Implementing Agency**; and all demands, summonses, notices or other process or papers filed with a court of law, administrative agency, **Implementing Agency** or an investigative body; and
 - (c) Other information in the possession of the **Insured** or its hired experts which the Company reasonably deems necessary.

IV. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN THE EVENT OF POLLUTION CONDITIONS

A. The Company's Rights

The Company shall have the right but not the duty to clean up or mitigate **Pollution Conditions** upon receiving notice as provided in Section III. of this Policy. Any sums expended in taking such action by the Company will be deemed incurred or expended by the **Insured** and shall be applied against the limits of liability and deductible under this Policy.

B. Duties of the Insured

The **Named Insured** shall have the duty to clean up **Pollution Conditions** to the extent required by **Environmental Laws**, by retaining competent professional(s) or contractor(s) mutually acceptable to the Company and the **Named Insured**. The Company shall have the right but not the duty to review and approve all aspects of any such clean-up. The **Named Insured** shall notify the Company of actions and measures taken pursuant to this Paragraph.

V. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **Claims**, Claimants, **Confirmed Releases**, **Pollution Conditions** or **Insureds** under this Policy, the following limits of liability apply:

A. Coverage A and B Aggregate

The Company's total liability for all **Loss** covered under Coverage A and **Clean-Up Costs** and **Corrective Action** covered under Coverage B shall not exceed the "Aggregate Limit" stated in Item 3 of the Declarations.

B. Each Incident Limit

Subject to Paragraph V.A. above, the most the Company will pay for all **Loss** and **Clean-Up Costs** and **Corrective Action** arising from the same, related or continuous **Pollution Conditions** is the "Each Incident" limit of coverage stated in Item 3 of the Declarations. "Each Incident" as used within this Policy shall mean each same, related or continuous **Pollution Condition**.

C. Related Claims

1. If the **Insured** first reports a **Claim**, **Confirmed Release** or discovers **Pollution Conditions** during the **Policy Period** and reports them to the Company in accordance with Section III., all continuous or related **Pollution Conditions** reported to the Company under a subsequent policy issued by the Company or its affiliate providing substantially the same coverages as this Policy shall be deemed to have been first discovered and reported during this **Policy Period** and shall be subject to the same Limit of Liability.
2. All **Claims** and reports of **Confirmed Releases** made during one or more policy periods issued by the Company or its affiliate providing substantially the same coverages, resulting in **Loss**, or **Clean-Up Costs** or **Corrective Action**, or in any combination thereof, and arising out of the same, or continuous or related **Pollution Conditions**, shall be considered one incident and will be subject to the same Limit of Liability. Such **Claims** or reports of **Confirmed Releases** shall be deemed first reported to the Company during the policy period in which the first such **Claim** or report of **Confirmed Release** was reported to the Company or an affiliate and will be subject to the Limit of Liability applicable to that policy period.

D. Deductible

Subject to Paragraphs V. A.. and V. B. above, this Policy will pay **Clean-Up Costs**, **Corrective Action** or **Loss** in excess of the Deductible amount stated in Item 4 of the Declarations up to but not exceeding the applicable "Each Incident" limit of coverage.

The **Insured** shall promptly reimburse the Company for advancing any element of **Clean-Up Costs** or **Corrective Action** or **Loss** falling within the Deductible.

VI. CONDITIONS

- A. **Assignment** - This Policy may be assigned with the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed thereon.
- B. **Subrogation** - In the event of any payment under this Policy, the Company shall be subrogated to all the **Insured's** rights of recovery therefor against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights including without limitation, assignment of the **Insured's** rights against any person or organization who caused **Pollution Conditions** on account of which the Company made any payment under this Policy. The **Insured** shall do nothing to prejudice the Company's rights under this Paragraph subsequent to **Loss**.

Any recovery as a result of subrogation proceedings arising out of the payment of **Loss**, **Clean-Up Costs** or **Corrective Action** covered under this Policy shall accrue first to the **Insured** to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of its payment under the

Policy; and then to the **Insured** to the extent of its Deductible. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

- C. **Cooperation** - The **Insured** shall cooperate with the Company and offer all reasonable assistance in the investigation and defense of **Claims** under the applicable Coverages purchased. The Company may require that the **Insured** submit to examination under oath, and attend hearings, depositions and trials. In the course of investigation or defense, the Company may require written statements or the **Insured's** attendance at meetings with the Company. The **Insured** must assist the Company in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses.
- D. **Changes** - Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued by the Company to form a part of this Policy.
- E. **Voluntary Payments** - No **Insured** shall voluntarily enter into any settlement, or make any payment or assume any obligation unless in response to an emergency or pursuant to **Environmental Laws** that require immediate remediation of **Pollution Conditions**, without the Company's consent which shall not be unreasonably withheld, except at the **Insured's** own cost.
- F. **Concealment or Fraud** - This entire Policy shall be void if, whether before or after **Clean-Up Costs** or **Corrective Action** are incurred or a **Claim** is first made, the **Named Insured** has willfully concealed or misrepresented any fact or circumstance material to the granting of coverage under this Policy, including but not limited to, the description of the **Storage Tank System**, or the interest of the **Insured** therein.
- G. **Cancellation** - This Policy may be cancelled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company only for the reasons stated below by mailing to the **Named Insured** at the address shown in the Policy, written notice stating when, not less than 60 days (10 days for nonpayment of premium or material misrepresentation by the **Insured**), thereafter such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice.
 - 1. Material misrepresentation by the **Insured**;
 - 2. The **Insured's** failure to comply with the material terms, conditions or contractual obligations under this Policy, including failure to pay any premium when due;
 - 3. A change in operations at a facility containing a **Storage Tank System** during the **Policy Period** that materially increases a risk covered under this Policy.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing. If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro-rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

- H. **Other Insurance** - If other valid and collectible insurance or funds from any **Tank Fund** are available to the **Insured** for **Loss**, **Clean-Up Costs** or **Corrective Action** covered by this Policy, the **Insured** shall promptly, upon the request of the Company, provide the Company with copies of all such policies or fund documentation. The Company's obligations are limited as follows:

1. Except as set forth in subparagraph 3. of this Paragraph, this insurance is primary, and the Company's obligations are not affected unless any of the other insurance is also primary. In that case, the Company will share with all such other insurance by the method described in Paragraph 2. below.
 2. If all of the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
 3. This insurance shall apply as excess insurance over any **Tank Fund**, provided that in the event of the receivership, insolvency, or inability to pay of any state fund or program, this insurance shall act as primary insurance. Where this insurance is excess, the Company will pay only its share of the amount of **Loss, Clean-Up Costs or Corrective Action**, if any, that exceeds the total amount available through the **Tank Fund**.
- I. **Right of Access and Inspection** - To the extent the **Insured** has such rights, any of the Company's authorized representatives shall have the right and opportunity but not the obligation to interview persons employed by the **Insured** and to inspect at any reasonable time, during the **Policy Period** or thereafter, the **Storage Tank System** or the site at which the **Storage Tank System** is located. Neither the Company nor its representatives shall assume any responsibility or duty to the **Insured** or to any other party, person or entity, by reason of such right or inspection. Neither the Company's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the **Insured** or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any law, rule or regulation. The **Named Insured** agrees to provide appropriate personnel to assist the Company's representatives during any inspection.
 - J. **Access to Information** - The **Named Insured** agrees to provide the Company with access to any information developed or discovered by the **Insured** concerning **Loss, Clean-Up Costs or Corrective Action**, or **Pollution Conditions** covered under this Policy, whether or not deemed by the **Insured** to be relevant to such **Loss, Clean-Up Costs or Corrective Action**, or **Pollution Conditions** and to provide the Company access to interview any **Insured** and review any documents of the **Insured**.
 - K. **Representations** - By acceptance of this Policy, the **Named Insured** agrees that the statements in the Declarations, the Application and, if applicable, the Report/Worksheet are their warranties, agreements and representations, that this Policy is issued in reliance upon the truth of such warranties, agreements and representations and that this Policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.
 - L. **Action Against Company** - No third-party action shall lie against the Company, unless as a condition precedent thereto there shall have been full compliance with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by the Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the Company be impleaded by the **Insured** or his legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.

- M. Arbitration** - It is hereby understood and agreed that all disputes or differences that may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of **Loss**, may be submitted to the American Arbitration Association ("AAA") under and in accordance with the United States Arbitration Act (9 U.S.C.) and the then prevailing commercial arbitration rules of the AAA. The arbitrators shall be chosen in the manner and within the time frames provided by such rules. If permitted under such rules, the arbitrators shall be three disinterested individuals having knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute.

Any party may commence such arbitration proceeding and the arbitration shall be conducted in the **Insured's** state of domicile. The arbitrators shall give due consideration to the general principles of the law of the **Insured's** state of domicile in the construction and interpretation of the provisions of this Policy; provided, however, that the terms, conditions, provisions and exclusions of this Policy are to be construed in an evenhanded fashion as between the parties. Where the language of this Policy is alleged to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms, conditions, provisions or exclusions of the Policy (without regard to the authorship of the language, the doctrine of reasonable expectation of the parties and without any presumption or arbitrary interpretation or construction in favor of either party or parties, and in accordance with the intent of the parties).

The written decision of the arbitrators shall set forth its reasoning, shall be provided simultaneously to both parties and shall be binding on them. The arbitrators' award shall not include attorney fees or other costs. Judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear equally the expenses of the arbitration.

- N. Choice of Law** - In the event that the **Insured** and the Company dispute the validity or formation of this Policy or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** and the Company agree that the law of the State of New York shall apply.
- O. Acknowledgment of Shared Limits** - By acceptance of this Policy, the **Named Insureds** understand, agree and acknowledge that the Policy contains an **Aggregate Limit** that is applicable to, and will be shared by, all **Named Insureds** and all other **Insureds** who are or may become insured hereunder. In view of the operation and nature of this shared **Aggregate Limit**, the **Named Insureds** and all other **Insureds** understand and agree that prior to filing a **Claim** or reporting a **Confirmed Release** under the Policy, the **Aggregate Limit** may be exhausted or reduced by prior payments for other **Claims**, **Clean-Up Costs** or **Corrective Action** under the Policy.

VII. EXTENDED REPORTING PERIOD FOR CLAIMS

The **Named Insured** shall be entitled to an **Automatic Extended Reporting Period**, and (with certain exceptions as described in Paragraph B. of this Section) be entitled to purchase an **Optional Extended Reporting Period** for any Coverages terminated, upon termination of coverage as defined in Paragraph B.3. of this Section. Neither the **Automatic** nor the **Optional Extended Reporting Period** shall reinstate or increase any of the Limits of Liability of this Policy.

A. Automatic Extended Reporting Period

Provided that the **Named Insured** has not purchased any other insurance to replace this insurance and which applies to a **Claim** or a **Confirmed Release** otherwise covered hereunder, the **Named Insured** shall have the right to the following: a period of six (6) months following the effective date of such termination of coverage in which to provide written notice to the Company of a **Claim** first made during the **Policy Period** or **Automatic Extended Reporting Period** and first reported within the **Automatic Extended Reporting Period**, or **Confirmed Release** first reported within the **Automatic Extended Reporting Period**.

A **Claim** first made during the **Policy Period** or **Automatic Extended Reporting Period** and first reported within the **Automatic Extended Reporting Period**, or **Confirmed Release** first reported within the **Automatic Extended Reporting Period** will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** or **Confirmed Release** arises from **Pollution Conditions** that commenced before the end of the **Policy Period** and is otherwise covered by this Policy. No part of the **Automatic Extended Reporting Period** shall apply if the **Optional Extended Reporting Period** is purchased.

B. Optional Extended Reporting Period

The **Named Insured** shall be entitled to purchase an **Optional Extended Reporting Period** upon termination of coverage as defined herein (except in the event of nonpayment of premium), as follows:

1. A **Claim** first made during the **Policy Period** or during the **Optional Extended Reporting Period** and first reported during the **Optional Extended Reporting Period**, or a **Confirmed Release** first reported within the **Optional Extended Reporting Period**, if purchased in accordance with the provisions contained in Paragraph 2. below, will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** or **Confirmed Release** arises from **Pollution Conditions** that commenced before the end of the **Policy Period** and is otherwise covered by this Policy.
2. The Company shall issue an endorsement providing an **Optional Extended Reporting Period** of up to forty (40) months from termination of coverage hereunder for all **Storage Tank Systems**, or for a **Storage Tank System** located at a specific facility, provided that the **Named Insured**:
 - (a) makes a written request for such endorsement which the Company receives within sixty (60) days after termination of coverage as defined herein; and
 - (b) pays when due an amount equal to the premium for the **Optional Extended Reporting Period** plus any premium for the **Policy Period** which is owed and has not yet been paid. If these premiums are paid when due, the **Extended Reporting Period** may not be cancelled, provided that all other terms and conditions of the Policy are met.
3. Termination of coverage occurs:
 - (a) at the end of the **Policy Period**, or
 - (b) at the time the Policy or renewal policy becomes effective with a decrease in the limit of liability, a reduction of coverage, an increased deductible or self-insured retention, new exclusion or any other change in coverage less favorable to the **Insured**.
4. The **Optional Extended Reporting Period** is available to the **Named Insured** for not more than 100% of the policy premium of this Policy.

VIII. DEFINITIONS

- A. **Bodily Injury** means physical injury, or sickness, disease, mental anguish or emotional distress sustained by any person including death resulting therefrom.
- B. **Claim** means a written demand received by an **Insured** seeking a remedy and alleging liability or responsibility on the part of the **Insured** for **Loss**.
- C. **Clean-Up Costs** means:

Reasonable and necessary expenses for the investigation, removal or remediation of **Pollution Conditions** including associated monitoring, or disposal of soil, surfacewater, groundwater or other contamination:

- (a) To the extent required by **Environmental Laws**; or
- (b) That have been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof, or by third parties.

Clean-Up Costs also include **Restoration Costs**.

- D. **Confirmed Release** means **Pollution Conditions** from a **Storage Tank System**, including those from an overflow of a **Storage Tank System**, that has been investigated and confirmed by or on behalf of the **Insured** during the **Policy Period** through a system tightness test, site check, or other procedure approved by the **Implementing Agency** in accordance with **Environmental Law**.
- E. **Corrective Action** means:
 - 1. Reasonable and necessary costs for response, abatement, investigative, and removal actions resulting from a **Confirmed Release** as legally required by Subpart F of the federal underground storage tank regulations, 40 C.F.R. 280.60 through 280.66, and 280.72, or as legally required by other applicable federal regulations or by other applicable regulations promulgated by a state under an underground storage tank program approved by the United States Environmental Protection Agency in accordance with Section 9004 of the Resource Conservation and Recovery Act of 1976, as amended;
 - 2. Reasonable and necessary costs for the cleanup, pursuant to a written order from the **Implementing Agency** and with the prior written approval of the Company, of **Pollution Conditions** in soil or groundwater due to a **Confirmed Release**, including the preparation, development, modification and implementation of a "corrective action plan" as defined in 40 C.F.R. 280.66, and the monitoring, evaluation and reporting of the results of the implementation of such plan.
- F. **Environmental Laws** means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) that are applicable to **Pollution Conditions**.
- G. **Extended Reporting Period** means either the automatic additional period of time or the optional additional period of time, whichever is applicable, in which to report **Claims** or **Confirmed Releases** following termination of coverage, as described in Section VII. of this Policy.
- H. **Implementing Agency** means the Federal Environmental Protection Agency or a state or local agency having jurisdiction pursuant to **Environmental Laws**.
- I. **Inception Date** means the first date set forth in Item 2 of the Declarations.
- J. **Insured** means the **Named Insured**, and any past or present director, officer, partner or employee thereof, including a temporary or leased employee, while acting within the scope of his or her duties as such.
- K. **Insured Contract** means a contract or agreement submitted to and approved by the Company, and listed on a Scheduled Insured Contract Endorsement to this Policy.
- L. **Loss** means, under the applicable Coverages:

1. Monetary awards or settlements of compensatory damages; where allowable by law, punitive, exemplary, or multiple damages; and civil fines, penalties, or assessments for **Bodily Injury** or **Property Damage**; or
 2. **Clean-Up Costs** or **Corrective Action**.
- M. **Named Insured** means the person or entity named in Item 1 of the Declarations acting on behalf of all other **Insureds**, if any, for the payment or return of any premium, payment of any deductible, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal, and the exercise of the rights provided in the **Extended Reporting Period** clause.
- N. **Policy Period** means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of:
1. Cancellation of this Policy; or
 2. With respect to particular **Storage Tank System(s)**:
 - (a) the deletion or addition of such **Storage Tank System** from this Policy by the Company at the **Named Insured's** written request, but solely with respect to that **Storage Tank System**.
 - (b) the sale, giving away or abandonment of a **Storage Tank System**, or the sub-leasing of such **Storage Tank System**, unless the sub-lease has been approved in writing by the Company prior to the commencement of the sub-lease.
- O. **Pollution Conditions** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.
- P. **Property Damage** means:
1. Physical injury to or destruction of tangible property of parties other than the **Insured** including the resulting loss of use thereof;
 2. Loss of use of tangible property of parties other than the **Insured** that has not been physically injured or destroyed;
- Property Damage** does not include **Clean-Up Costs** or **Corrective Action**.
- Q. **Responsible Insured** means the manager or supervisor of the **Named Insured** responsible for environmental affairs, control or compliance, or any owner or operator of a **Storage Tank System**, or any officer, director or partner of the **Named Insured**.
- R. **Restoration Costs** means reasonable and necessary costs incurred by the **Insured** with the Company's written consent, which consent shall not be unreasonably withheld or delayed, to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Clean-Up Costs** or **Corrective Action**. However, such **Restoration Costs** shall not exceed the net present value of such property prior to incurring **Clean-Up Costs** or **Corrective Action**. **Restoration Costs** do not include costs associated with improvements or betterments.

- S. **Storage Tank System** means a stationary tank or tanks owned or operated by the **Insured** and shown in Item 5 of the Declarations. **Storage Tank System** includes any on site integral piping or dispensing equipment, ancillary equipment and containment system associated with the tanks.
- T. **Tank Fund** means any state storage tank trust fund, state administered insurance program, or restoration funding for **Storage Tank Systems** whose owners qualify for reimbursement, or any self insurance fund established for the purpose of funding **Clean-Up Costs** or **Corrective Action** for **Pollution Conditions** from a **Storage Tank System**.

The remainder of this page has been intentionally left blank. Policy Signature Page shall immediately follow.

NOTICE OF LOSS/NOTICE OF CLAIM

INSTRUCTIONS: PLEASE ATTACH ALL CORRESPONDENCE RELATING TO THIS NOTICE OF LOSS AND MAIL COPIES OF THIS NOTICE TO EACH ADDRESS BELOW:

Manager, Pollution Insurance Products Dept.
AIG Property Casualty Claims, Inc
Attn.: CID
101 Hudson Street, 31st Floor
Jersey City, NJ 07302
Fax: 866-260-0104
Email: severityfnol@aig.com

Date of Notice: _____

NAMED INSURED: _____ Telephone: () _____
Contact: _____

ADDRESS OF INSURED: _____

BROKER NAME: _____ Telephone: () _____
Contact: _____

BROKER ADDRESS: _____

POLICY INFORMATION:

Policy Number: _____

Policy Period: From: _____ To: _____

Loss Information:

Loss Location: _____

Date & Description of Loss: _____

For AIG Use Only:

Date Claim Notice Received: _____

Date of Claim: _____

Company/Person Filing Suit (if applicable): _____

NOTE: Any person who knowingly files a Statement of Claim containing any false or misleading information is subject to criminal and civil penalties.

91968 (12/06)
CI2940

PAGE 1 OF 1

Gaining the Ultimate Value-Added Advantage through AIG Environmental

It is our goal to enhance the coverage of every environmental insurance policy by providing insureds exclusive access to market-leading tools and programs to help manage risk, mitigate environmental losses, conduct loss control, and optimize emergency response. To learn more, contact environmental@aig.com

PIER (Pollution Incident and Environmental Response)®

Policyholders have access to a nationwide network of pre-screened emergency response contractors, environmental specialists, or crisis management firms who respond in a timely manner to environmental incidents at pre-negotiated rates, thus helping insureds to minimize or mitigate losses associated with such incidents. Environmental insurance policyholders are automatically enrolled in this program.

- We have the right resources to help you respond to an environmental incident—call 1-877-PIER NOW (743-7669) and speak with a representative or access our PIER mobile website at www.aig.com/pier from your mobile device.

Claims Expertise

Our environmental claims operation, with 60+ claims specialists, is the largest in the industry. The depth and breadth of our operation means we can devote expertise to environmental claims of all types.

- Report your claim by sending a fax to 866-260-0104, emailing SeverityFNOL@aig.com, or log onto our PIER mobile website at www.aig.com/pier, open the Claims accordion, click on Claims Form and follow the instructions.

Transportation Loss Control

We provide a number of transportation-related loss control programs for insureds that reinforce positive driving behavior and potential improvements in loss reduction. These programs include driver monitoring and mock Department of Transportation audits.

Online Safety Training

Visit <http://lextrainer.puresafety.com> for an easy-to-use, automated risk management training system that allows your employees to log-in and complete courses at their own pace. Choose from a wide variety of general safety and driver training courses. This site helps you to cost-effectively train your employees and track their progress in far less time than traditional training methods and at no additional cost to you.

Orion Fleet Intelligence Program

The Fleet Intelligence Program, is designed to give you superior visibility into how your fleet is performing on the road so that you can manage it. Across a 30 to 90 day program period, Orion Fleet Intelligence will enable you to address risky and inefficient driving behavior and assess the potential for Orion's products and services to have lasting impact in your unique environment. To get these same great benefits for your fleet, simply contact an Orion representative and they will schedule a discussion about the program's details and how to get started. 610-664-3296 AIG@orionfi.com

FORMS SCHEDULE

Named Insured: Town of Ocean Ridge

Policy Number: 002594117

Effective 12:01 AM: 09/24/24

<u>Form Name</u>	<u>Form Number/ Edition Date</u>
C&I Storage Tank 3rd Party Liability Decpage	81206(08/09)
Table of Contents	83115(10/03)
C&I Storage Tank 3rd Party Liability Policy	81106(08/09)
Notice of Loss/Notice of Claim	91968(12/06) CI2940
Site Schedule	81029(02/13)
Schedule of Covered Storage Tank Systems	81017(10/02)
Separation of Insureds Endorsement	81026(06/10)
FL Terrorism Excl-Certified Acts Endorsement	119597(07/15)
Gaining the Ultimate Value-Added Advantage Through AIG	143486(01/22)
Economic Sanctions Endorsement	89644(06/13)
Dedicated Limits Endorsement	121318(02/16)
Florida Cancellation/Nonrenewal Endorsement	76105(06/15)
Florida Amendatory Endorsement	83111(05/10)
Florida Addendum To The Declarations	74825(01/13)
Florida Notice of Loss Control Services	90231(08/13)

ENDORSEMENT

This endorsement, effective 12:01 AM, 09/24/24

Forms a part of Policy No: 002594117

Issued to: Town of Ocean Ridge

By: Commerce and Industry Insurance Company

AIG ENVIRONMENTAL® STORAGE TANK

THIRD-PARTY LIABILITY AND CLEAN-UP COSTS POLICY

SITE SCHEDULE

Site#	Facility Name/Address, City, State, Zip
1	Tropical Drive Draingae at Turtle Beach 5101 N Ocean Blvd Ocean Ridge, FL 33435 Location ID#: NOT REG #Of Tanks:001
2	Woolbright Rd Pump Station 5610 N Ocean Blvd Ocean Ridge, FL 33435 Location ID#: 9808227 #Of Tanks:001
3	Ocean Ridge Town-Public Safety 6450 N Ocean Blvd Ocean Ridge, FL 33435 Location ID#: 8623068 #Of Tanks:002
4	Coconut Lane Pump Station Just Pass 43 Cooconut Lane Ocean Ridge, FL 33435 Location ID#: NOTREGU #Of Tanks:001

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature(in states where applicable)

ENDORSEMENT

This endorsement, effective 12:01 AM, 09/24/24

Forms a part of Policy No: 002594117

Issued to: Town of Ocean Ridge

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF COVERED STORAGE TANK SYSTEMS

It is agreed that any previous Schedule of Coverage Storage Tank Systems is deleted in its entirety and replaced with the following:

The following Storage Tank System(s) are included in Item 5. COVERED STORAGE TANK SYSTEM(S) of the Declarations, subject to all of the terms and conditions of the Policy and the Policy Period and Retroactive date indicated below. If no dates are indicated below for Policy Period for a subject Storage Tank System, the dates indicated in Item 2. Policy Period of the Declarations shall apply. If no date is indicated below for Retro Date for a subject Storage Tank System, the date indicated in Item 6. Retroactive Date of the Declarations shall apply. If a Policy Period is indicated below for a subject Storage Tank System, Item. 2 Policy Period of the Declarations is deleted in its entirety and replaced with the Policy Period, below, for such Storage Tank System. If a date is indicated below for Retro Date for a subject Storage Tank System, the date indicated in Item 6. Retroactive Date of the Declarations is deleted in its entirety and replaced with Retro Date, below, for such Storage Tank System.

Site* #	Tank #	AST/ UST	Install Date	Capacity (Gal.)	Tank Const.	Effective Date	Expiration Date	Retro Date
1	1	AST	2012	500		9/24/24	09/24/25	9/24/12
2	1	AST	2006	1,200		9/24/24	09/24/25	7/17/06
3	1	UST	2008	2,000	DWC	9/24/24	09/24/25	11/21/08
3	2	UST	2008	1,000	DWC	9/24/24	09/24/25	1/06/09
4	1	AST	2008	250		9/24/24	09/24/25	9/24/12

*Site#, name and address are located within the Site Schedule attached to the Policy.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature(in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 09/24/24

Forms a part of Policy No.: 002594117

Issued to: Town of Ocean Ridge

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEPARATION OF INSURED'S CONDITION ENDORSEMENT

It is agreed that the Policy is amended by the addition of the following condition to Section **VI. CONDITIONS**:

Separation of Insureds - It is agreed that except with respect to the Limit of Liability, Section II. E. (Insured vs. Insured exclusion), and any rights and duties specifically assigned to the first **Named Insured**, this Insurance applies:

1. As if each **Named Insured** were the only **Named Insured**; and
2. Separately to each **Named Insured** against whom a Claim is made.

Misrepresentation, concealment, breach of a term or condition, or violation of any duty under this Policy by one **Named Insured** shall not prejudice the interest of coverage for another **Named Insured** under this Policy. Provided, however, that this Condition shall not apply to any **Named Insured** who is a parent, subsidiary or affiliate of the first **Named Insured**.

All other terms, conditions, and exclusions shall remain the same.


AUTHORIZED REPRESENTATIVE or
countersignature (in states where applicable)

81026 (6/10)
CI4703

PAGE 1 OF 1

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED

Coverage for Acts of Terrorism is not included in the policy referenced below as the insured has rejected the offer to purchase such insurance.

Commerce and Industry Insurance Company
Insured: Town of Ocean Ridge

Policy#: 002594117
Effective Date: 9/24/24

ENDORSEMENT

This endorsement, effective 12:01 AM, 09/24/24

Forms a part of Policy No.: 002594117

Issued to: Town of Ocean Ridge

By: Commerce and Industry Insurance Company

FLORIDA TERRORISM EXCLUSION – CERTIFIED ACTS ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

I. Certified Acts of Terrorism Exclusion

This insurance does not apply to loss, injury, damage, claim or suit, arising directly or indirectly as a result of an **act of terrorism** as defined in the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (hereinafter, "TRIA") regardless of any other cause or event contributing concurrently or in any sequence with an **act of terrorism**.

Act of terrorism means any act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security and the Attorney General of the United States:

- A. to be an act of terrorism;
- B. to be a violent act or an act that is dangerous to:
 - 1. human life;
 - 2. property; or
 - 3. infrastructure;
- C. to have resulted in damage within the United States, or outside of the United States in the case of:
 - 1. an air carrier or vessel [described in TRIA]; or
 - 2. the premises of a United States mission; and
- D. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

II. With respect to commercial property policies:

- A. If an **act of terrorism** results in an ensuing fire to covered property insured hereunder located in Florida, this Policy does not cover such loss or damage caused by such ensuing fire. Further, if an **act of terrorism** results in an ensuing fire to covered property insured hereunder located outside of Florida, but within another state of the United States, the District of Columbia, Puerto Rico, or a territory or possession of the United States, such loss or damage caused by such ensuing fire

is also excluded, but only if not prohibited by applicable statute, regulation or other law. To the extent that ensuing fire cannot be excluded for covered property outside of Florida, such coverage for fire following an act of terrorism applies only to direct physical loss or damage to covered property insured hereunder, and to no other coverage provided by the Policy.

- B. Notwithstanding Subsection II.A. above, to the extent not prohibited by the law of the jurisdiction to which this Policy is subject, this Policy does not cover fire following an act of terrorism that involves the actual, alleged or threatened use, release, escape, dispersal, application and/or existence of any nuclear reaction; radioactive materials or nuclear materials in any form and from any source; radionuclides; radiation emitted from any radioactive source whether natural or manmade; electromagnetic pulses; and/or pathogenic or poisonous chemical or biological materials, whether natural, manmade, living or dead.
- C. Notwithstanding any other valuation provision of this Policy to the contrary, any covered property insured hereunder that sustains loss or damage due to fire following an act of terrorism, covered pursuant to Subsection II.A. above, shall be valued at Actual Cash Value at the time and place of the loss.

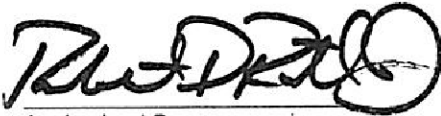
III. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Policy, such as losses excluded by a nuclear exclusion, pollution exclusion or war exclusion.

IV. Definitions: The following definitions apply to this endorsement:

- A. Nuclear materials means source material, special nuclear material or by-product material. Source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- B. Biological materials include all microorganisms, viruses, rickettsia, prions, nucleic acids, toxins, toxin-producing agents, and poisons produced by biological organisms.

All other terms and conditions of the Policy remain the same.


Authorized Representative

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 09/24/24

Forms a part of Policy No.: 002594117

Issued to: Town of Ocean Ridge

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC SANCTIONS ENDORSEMENT

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 09/24/24

Forms a part of Policy No.: 002594117

Issued to: Town of Ocean Ridge

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDICATED LIMITS ENDORSEMENT

It is hereby agreed that **SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE** includes the following:

Dedicated Limits

Subject to Paragraphs V.A., and V.B. above, the limits of liability are dedicated for each category of storage tank systems as follows:

All covered Underground Storage Tank Systems	\$1,000,000	EACH INCIDENT LIMIT
	\$2,000,000	AGGREGATE LIMIT

All covered Aboveground Storage Tank Systems at sites in the state of Florida	\$1,000,000	EACH INCIDENT LIMIT
	\$2,000,000	AGGREGATE LIMIT

All covered Aboveground Storage Tank Systems at sites in the state of Virginia		EACH INCIDENT LIMIT
		AGGREGATE LIMIT

All covered Aboveground Storage Tank Systems at sites in the state of Delaware		EACH INCIDENT LIMIT
		AGGREGATE LIMIT

All covered Aboveground Storage Tank Systems at sites in the state of _____		EACH INCIDENT LIMIT
		AGGREGATE LIMIT

All covered Aboveground Storage Tank Systems at sites in any state not listed above		EACH INCIDENT LIMIT
		AGGREGATE LIMIT

It is also agreed that **SECTION VIII. DEFINITIONS** includes the following:

Aboveground means not **Underground**.

Underground means having 10% or more of its volume below the surface of the ground including the volume of underground pipes connected thereto.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 09/24/24

Forms a part of Policy No.: 002594117

Issued to: Town of Ocean Ridge

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CANCELLATION/NONRENEWAL ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy, and 2) "you", "your", "named Insured" and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

It is hereby agreed and understood that the cancellation provision of this policy is to be deleted in its entirety and to be replaced with the following:

A. The Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

B.1. Cancellation for Policies in Effect Ninety (90) Days or Less

If this policy has been in effect ninety (90) days or less the Insurer may cancel this policy by mailing or delivering to the Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
- (b) Twenty (20) days before the effective date of cancellation if the Insurer cancels for any other reason, except the Insurer may cancel immediately if there has been:
 - 1. A material misstatement or misrepresentation; or
 - 2. A failure to comply with underwriting requirements established by the Insurer.

B.2. Cancellation for Policies in Effect for More Than Ninety (90) Days

If this policy has been in effect for more than ninety (90) days the Insurer may cancel this policy only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) The policy was obtained by a material misstatement;

ENDORSEMENT NO. (Continued)

If the Insurer cancels this policy for any of these reasons, the Insurer will mail or deliver to the Named Insured written notice of cancellation, accompanied by the reasons for the cancellation at least:

1. Ten (10) days before the effective date of cancellation if cancellation is for the reason stated in B.2.(a) above; or
2. Forty-five (45) days before the effective date of cancellation if cancellation is for the reasons stated in B.2.(b), (c), (d) or (e) above.
3. One hundred twenty days (120) before the effective date of cancellation of a commercial residential property insurance policy if cancellation is for the reasons stated in B.2.(b),(c),(d) or (e) above.

B.3. If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata, however, such refund will not be less than 90% of the pro rata unearned premium. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect.

It is hereby understood that the Non-renewal provision of this policy is deleted and replaced with the following:

C.1. Non-Renewal

- (a) If the Insurer decides not to renew this policy the Insurer will mail or deliver to the Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least forty-five (45) days prior to the expiration of this policy. Written notice of nonrenewal will be provided at least one hundred twenty (120) days prior to the expiration of a commercial residential property insurance policy.
- (b) Any notice of nonrenewal will be mailed or delivered to the Insured's last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

C.2. Renewal

The Insurer shall give the named insured at least forty-five (45) days advance written notice of the renewal premium.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

76105 (06/15)
CI5992

PAGE 2 of 2

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 09/24/24

Forms a part of Policy No.: 002594117

Issued to: Town of Ocean Ridge

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**STORAGE TANK PROGRAM
FLORIDA AMENDATORY ENDORSEMENT**

The Policy is amended as follows:

Section VI. **CONDITIONS**, Paragraph K. **Representations**, is deleted in its entirety, and replaced with the following:

- K. Representations** - By acceptance of this Policy, the **Named Insured** agrees that the statements in the Declarations, the Application and, if applicable, the Report/Worksheet are their agreements and representations, that this Policy is issued in reliance upon the truth of such agreements and representations and that this Policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.

Section VI. **CONDITIONS**, Paragraph M. **Arbitration**, is deleted in its entirety, and replaced with the following:

- M. Arbitration** - It is hereby understood and agreed that all disputes or differences that may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of **Loss**, may be submitted to the American Arbitration Association ("AAA") under and in accordance with the United States Arbitration Act (9 U.S.C.) and the then prevailing commercial arbitration rules of the AAA. The arbitrators shall be chosen in the manner and within the time frames provided by such rules. If permitted under such rules, the arbitrators shall be three disinterested individuals having knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute.

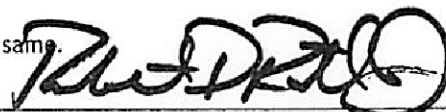
Any party may commence such arbitration proceeding and the arbitration shall be conducted in the **Insured's** county of domicile. The arbitrators shall give due consideration to the general principles of the law of the **Insured's** county of domicile in the construction and interpretation of the provisions of this Policy; provided, however, that the terms, conditions, provisions and exclusions of this Policy are to be construed in an evenhanded fashion as between the parties. Where the language of this Policy is alleged to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms, conditions, provisions or exclusions of the Policy (without regard to the authorship of the language, the doctrine of reasonable expectation of the parties and without any presumption or arbitrary interpretation or construction in favor of either party or parties, and in accordance with the intent of the parties).

The written decision of the arbitrators shall set forth its reasoning, shall be provided simultaneously to both parties and shall be binding on them. The arbitrators' award shall not include attorney fees or other costs. Judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear equally the expenses of the arbitration.

Section VI. CONDITIONS, Paragraph N. Choice of Law, is deleted in its entirety, and replaced with the following:

- N. Choice of Law - In the event that the Insured and the Company dispute the validity or formation of this Policy of the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the Insured and the Company agree that the law of the State of Florida shall apply.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (In states where applicable)

FLORIDA ADDENDUM TO THE DECLARATIONS

If you have questions about your insurance policy, or questions about claims relating to your insurance policy, please contact your insurer at the following:

**AIG
175 Water Street
New York, NY 10038
212 458 5000**

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 09/24/24

Forms a part of Policy No.: 002594117

Issued to: Town of Ocean Ridge

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA NOTICE OF LOSS CONTROL SERVICES

Pursuant to Florida Administrative Code ("FAC") 690-166.040, we would like to inform you of the risk management programs that we have developed and that are available to you.

For your consideration, we offer the services of AIG PC Global Services, Inc. With more than 25 years experience and expertise in assisting with the prevention and mitigation of losses, AIG PC Global Services, Inc. can help address a range of problems related to loss control in various lines of business. Certain risk management programs are available to you, free of charge, as part of your commercial insurance coverage; contact your insurance broker for more details on these plans. Other, more substantive risk management programs can be purchased which include, but are not limited to the following services: surveys/analysis for identifying exposures related to your specific operations, safety management training and counseling for your staff, adoption of relevant testing strategies, and evaluations of current loss control practices.

Upon your written request, we could provide you with specific guidelines for risk management programs as established by FAC 690-166.040. Such guidelines would provide instructions and offer basic criteria to assist you in creating your own risk management plan. Should you request such guidelines and, subsequently, wish to further explore the purchase of a risk management plan, developed by AIG PC Global Services, Inc., which is specific to your company's needs, we would be willing to discuss with you both the availability of such a plan, and if available, its specific content and cost.

Again, we welcome all inquiries regarding the services of AIG PC Global Services, Inc.

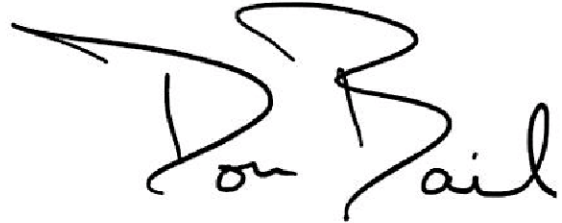
POLICY SIGNATURE PAGE

This Policy Signature Page,
forms a part of Policy No: 002594117

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed by its President, Secretary and Authorized Representative.

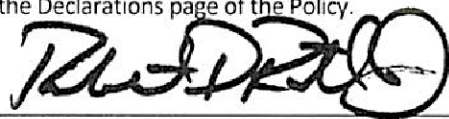


Secretary
Commerce and Industry Insurance Company



President
Commerce and Industry Insurance Company

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the Policy.



Authorized Representative



Storage Tank Third Party Liability
TankGuard[®] Renewal Warranty

NAMED INSURED: Town of Ocean Ridge
INSURER: Commerce and Industry Insurance Company

POLICY NUMBER: FPL002594117
POLICY PERIOD: 9/24/24 - 09/24/25

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

☐ \$1 million/\$1 million ☒ \$1 million/\$2 million ☐ \$2 million/\$2 million

☐ OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

☒ \$5,000 ☐ \$10,000 ☐ \$25,000 ☐ \$50,000 ☐ \$100,000

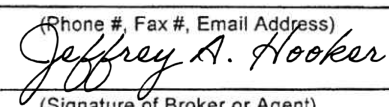
For Deductibles above \$50,000, please include your most current audited financial statement.

91177 (03/17)



Renewal Warranty Acknowledgement

APPLICANT: 
Town of Ocean Ridge
(Signature)
APPLICANT: Lynne Hadner
(Print Name)
DATE: 8/9/24

BROKER: Atlantic Pacific Insurance
PO Box 190
Belle Glade, FL 33430-
(Firm)
(Street Mailing Address)
Jeff Hooker
(Contact person)
mscheible@apins.com
(Phone #, Fax #, Email Address)

(Signature of Broker or Agent)
A122678
(License Number and State)
0592085342
(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expirations expiration date. Please visit our website www.policymanagers.com to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, **REJECTS** in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Terrorism Act Premium: \$9

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.


Policyholder/Applicant's Signature
Lynne Ladosa
Policyholder/Applicant's Printed Name
8/9/24
Date

Commerce and Industry Insurance Company

Return to: Policy Managers
317 Riveredge Blvd., Suite 206
Cocoa, FL 32922

Town of Ocean Ridge

Pol#: 002594117
Quote#: 107384

121187 (01/16)
CI5974

PAGE 1 OF 1

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

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YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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Unless you, or your insurance broker on your behalf, REJECTS in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Option 1	Terrorism Act Premium:	\$10
Option 2	Terrorism Act Premium:	\$12

X I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

X 
Policyholder/Applicant's Signature

Lynne Ladner

Policyholder/Applicant's Printed Name

8/28/2024

Date

Return to: Policy Managers
317 Riveredge Blvd., Suite 206
Cocoa, FL 32922

Town of Ocean Ridge
Quote#: 107384

Town of Ocean Ridge

I/We accept Proposal for a policy providing the following Limits of Liability and Deductible:

Limits of Liability: \$1,000,000/\$4,000,000 Deductible: \$5,000

 I hereby elect to purchase Terrorism coverage for a premium of \$.

XX I hereby reject coverage in accordance with the Terrorism Risk Insurance Act of 2002.

X

Sydney Ladner

Signature of Applicant or Authorized Representative

8/28/2024

Date

STATE OF FLORIDA STORAGE TANK INSURANCE ENDORSEMENT

Reference: 40 CFR 280.97(b)(1)

Insurance Company or Risk Retention Group:

Commerce and Industry Insurance Company, herein referred to as "Insurer",
[Name of insurance company or risk retention group]

1271 Ave of the Americas, Floor 37, New York, NY 10020
[Business address of Insurer]

Insurer is a(n) insurance company
[Insert "insurance company" or "risk retention group"]

Insured:

Town of Ocean Ridge

[Name of owner or operator]
6450 N Ocean Blvd
Ocean Ridge, FL 33435
[Business address of owner or operator]

Policy Number: 002594117 Endorsement Number: not applicable
[If applicable]

Period of Coverage: 09/24/24 - 09/24/25 Policy Effective Date: 09/24/24
[Current policy period]

Retroactive Coverage date: See attached Tank Schedule
[enter date or "Not Applicable"]

Covered Locations (Facility/Tank Schedule):

[List information for each facility. See Instruction #6 on page 1 for details. Indicate "See attachment identifying instrument and dated [date]" if required.]

<u>DEP FacID</u> (for sites in Florida)	<u>Facility Name and Site Address</u> (for all sites covered)	<u>Number of Tanks or Tank I.D. Nos.</u>
	See Attachment(s)	
	See attachment identifying instrument and dated 9/24/24	

Endorsement:

1. Insurer hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial assurance for taking corrective action and compensating third parties for bodily injury and property damage caused by
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

accidental discharges in accordance with and subject to the limits of

[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

liability, exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.), as applicable, which adopt 40 CFR Part 280 Subpart H by reference, for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

The limits of liability are: **Each Occurrence: \$ 1,000,000** **Annual Aggregate: \$ 4,000,000**

[If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.]

exclusive of legal defense costs, which are subject to a separate limit under the policy.

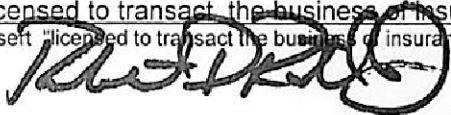
2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions inconsistent with subsections (a) through (i) of this Paragraph 2 are hereby amended to conform with subsections (a) through (i):

- (a) Bankruptcy or insolvency of the insured shall not relieve Insurer of its obligations under the policy to which this endorsement is attached.
- (b) Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95 - 280.102 and 280.104 - 280.107.
- (c) Whenever requested by the Florida Department of Environmental Protection (DEP) Secretary or the Secretary's designee ("designee"), Insurer agrees to furnish, to the DEP Secretary or designee, a signed duplicate original of the policy and all endorsements.
- (d) Cancellation or any other termination of the insurance by Insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.
- (e) Policy does not include choice of law and venue in favor of jurisdictions other than Florida.
- (f) Policy covers voluntary tank removal and inspection and covers loading and unloading activities.
- (g) If policy includes exclusions not allowed by 40 CFR Part 280 Subpart H, the exclusions are associated only with retroactive coverage.
- (h) ☒ [Check if applicable.] Policy includes Self-Insured Retention (SIR) language associated with the current period of coverage.
- (i) If policy is a claims-made policy, the following applies. The insurance covers claims otherwise covered by the policy that are reported to Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording as adopted and incorporated by reference in Rule(s) 62-761.420 and/or 62-762.421, F.A.C., and that Insurer is

Licensed to transact the business of insurance

[Insert "licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer in Florida"]



[Signature of Authorized Representative of Insurer]

Robert Duncan Roth, Executive Vice President

[Name and Title]

20 Commerce Drive, Floor 2, Cranford, NJ 07016

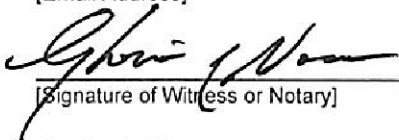
[Address]

800-475-4055

[Telephone Number]

ggardner@policymangers.com

[Email Address]



[Signature of Witness or Notary]

Gloria A. Noss

[Printed Name of Witness or Include Notary Seal]

Authority to amend policy, pursuant to paragraph 1., is substantiated by [Select at least one]:

_____ embossed seal of Insurer

_____ electronic seal of Insurer

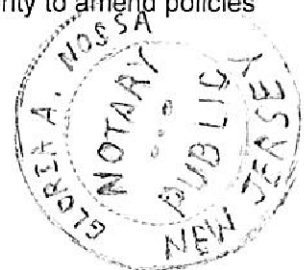
_____ signature is of Insurer's President

☒ signature matches signature on policy

_____ accompanying letter from Insurer's President verifies signatory has authority to amend policies

08/28/24
[Date of Witness or Notary]

GLORIA A. NOSSA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 28, 2028



ENDORSEMENT

This endorsement, effective 12:01 AM, 09/24/24

Forms a part of Policy No: 002594117

Issued to: Town of Ocean Ridge

By: Commerce and Industry Insurance Company

AIG ENVIRONMENTAL® STORAGE TANK

THIRD-PARTY LIABILITY AND CLEAN-UP COSTS POLICY

SITE SCHEDULE

Site#	Facility Name/Address, City, State, Zip,
1	Tropical Drive Draingae at Turtle Beach 5101 N Ocean Blvd Ocean Ridge, FL 33435 Location ID#: NOT REG #Of Tanks:001
2	Woolbright Rd Pump Station 5610 N Ocean Blvd Ocean Ridge, FL 33435 Location ID#: 9808227 #Of Tanks:001
3	Ocean Ridge Town-Public Safety 6450 N Ocean Blvd Ocean Ridge, FL 33435 Location ID#: 8623068 #Of Tanks:002
4	Coconut Lane Pump Station Just Pass 43 Cooconut Lane Ocean Ridge, FL 33435 Location ID#: NOTREGU #Of Tanks:001

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature(in states where applicable)

ENDORSEMENT

This endorsement, effective 12:01 AM, 09/24/24

Forms a part of Policy No: 002594117

Issued to: Town of Ocean Ridge

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF COVERED STORAGE TANK SYSTEMS

It is agreed that any previous Schedule of Coverage Storage Tank Systems is deleted in its entirety and replaced with the following:

The following Storage Tank System(s) are included in Item 5. COVERED STORAGE TANK SYSTEM(S) of the Declarations, subject to all of the terms and conditions of the Policy and the Policy Period and Retroactive date indicated below. If no dates are indicated below for Policy Period for a subject Storage Tank System, the dates indicated in Item 2. Policy Period of the Declarations shall apply. If no date is indicated below for Retro Date for a subject Storage Tank System, the date indicated in Item 6. Retroactive Date of the Declarations shall apply. If a Policy Period is indicated below for a subject Storage Tank System, Item. 2 Policy Period of the Declarations is deleted in its entirety and replaced with the Policy Period, below, for such Storage Tank System. If a date is indicated below for Retro Date for a subject Storage Tank System, the date indicated in Item 6. Retroactive Date of the Declarations is deleted in its entirety and replaced with Retro Date, below, for such Storage Tank System.

Site* #	Tank #	AST/ UST	Install Date	Capacity (Gal.)	Tank Const.	Effective Date	Expiration Date	Retro Date
1	1	AST	2012	500		9/24/24	09/24/25	9/24/12
2	1	AST	2006	1,200		9/24/24	09/24/25	7/17/06
3	1	UST	2008	2,000	DWC	9/24/24	09/24/25	11/21/08
3	2	UST	2008	1,000	DWC	9/24/24	09/24/25	1/06/09
4	1	AST	2008	250		9/24/24	09/24/25	9/24/12

*Site#, name and address are located within the Site Schedule attached to the Policy.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature(in states where applicable)

Agenda: Monday, August 4, 2025
Memo: Item #11.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Michelle Heiser, Town Manager

Subject: Procurement and Purchasing Credit Card Policy

The Town of Ocean Ridge does not currently have a formal Purchasing Card (P-Card) Policy in place. To ensure clear guidelines, accountability, and internal controls regarding the use of Town-issued credit cards, staff recommends the adoption of the attached **Purchasing Card Policies and Procedures** document.

This policy establishes the framework for how P-Cards may be issued, used, and managed by Town personnel. It includes provisions for spending limits, prohibited uses, documentation requirements, reconciliation procedures, and disciplinary actions for misuse. The program is designed to streamline low-dollar purchasing, increase operational efficiency, and ensure responsible stewardship of public funds.

Staff respectfully requests Commission approval to formally adopt the attached Purchasing Card Policy as the governing document for credit card use by all Town departments. If the Commission approves of the policy, an appropriate resolution will come forth in a future meeting.

Staff recommends adoption and approval of the (credit card) Purchasing Card Policy.

Suggested Motion: I move to approve.

Respectfully,
Michelle Heiser, Town Manager

TOWN OF OCEAN RIDGE
PURCHASING CARD
POLICIES AND PROCEDURES



Ocean Ridge
FLORIDA

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How the Card Works	4
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Cardholder use of Purchasing Card	6
Procedures for Making and Paying for Purchases	7
Controls and Audits	10

SECTION I – INTRODUCTION

Purpose

The Town of Ocean Ridge purchasing card (P-card) program is designed to improve efficiency in processing low dollar purchases from any vendor that accepts the Visa credit card.

This program will allow the cardholder to purchase approved commodities and services directly from our vendors as well providing a more efficient way to pay vendors that accept credit card payments.

As a Town employee, you are being entrusted and empowered to make purchases on behalf of your department. Along with this empowerment comes responsibility. Cardholders are expected to make sound business decisions that are in the best interest of the Town and to always comply with the policies and procedures set forth in the Program Guide.

Overview

The P-Card is a VISA credit card established as a more efficient method of purchasing and paying for small dollar transactions. The card is used to procure low-dollar, non-inventory, non-contract goods and services that are business-related purchases. These efficiencies will allow cardholders to be more effective and focus on the value-added aspects of their jobs. The P-Card program is consistent with and implemented as part of the Town's procurement strategy. The use of P-Cards:

- Streamlines the procurement process.
- Increases user satisfaction.
- Allows the user to receive goods in a timely fashion
- Improves delivery times.

The Purchasing Card Program Guide provides guidelines under which you are to utilize your P-Card. Please read it carefully. Your signature on the Cardholder Agreement Form indicates that you understand the intent of the program and agree, and are responsible for, adherence to the guidelines established for the program. The program is not to circumvent procurement guidelines or procedures. To maintain the integrity of the program, the Program Administrator shall cancel credit cards that are not used in compliance with established guidelines. In addition, misuse of the P-Card may result in disciplinary action.

Remember that you are spending taxpayer funds each time you use the P-Card. This is a responsibility that cannot be taken lightly. You must treat this program with the same sense of responsibility and security that you would use with your own personal credit cards. Each Purchasing Card is issued to a named individual and the Town of Ocean Ridge is clearly shown on the card as the Governmental buyer of goods and services.

Every effort has been made to provide guidelines to cover most common circumstances. All Town Purchasing Card users are reminded to consider Federal, State and Local regulations when using the Town Purchasing Card.

Unauthorized, prohibited, or improper use of the P-Card may result in disciplinary action, up to and including termination of employment. In addition, consequences may include suspension and/or cancellation of the card and criminal prosecution, depending upon the severity and consequence of the misuse.

Roles & Responsibilities

Program Administrator

The Town Manager is responsible for the administration of the P-Card Program and assigns a Program Administrator to:

- Coordinate, monitor and oversee the P-Card program, ensuring that key controls are in place and operating as designed.
- Coordinate and maintain internal controls.
- Maintain the cardholder database.
- Train new cardholders.
- Coordinate the issuance of new and replacement cards and collect canceled cards.
- Distribute the P-Card Program Guide to all cardholders.
- Maintain files of executed Cardholder Agreements.
- Answer questions and solve problems pertaining to the program.
- Assists in resolving issues that arise regarding transactions or P-Card program requirements.
- Establish and maintain cardholder profiles.
- Receive approved monthly statements from cardholders.
- Receive consolidated statement from Purchasing Card issuer.
- Notify department when approved monthly statements are not received.
- Process accounting data into our financial software.
- Pay monthly charges from consolidated statement.
- File and store statements.
- Conduct periodic operational and compliance audits.
- Participate in resolving billing disputes.
- Participate in ongoing program reviews.
- Establish and monitor benchmarking objectives.

Department Director

- Request Purchasing Cards for designated employees.
- Set Purchasing Card spending limits within established guidelines.
- Collect cards from cardholders who end employment.
- Evaluate the need to cancel or reissue cards when employees transfer.
- Notify the Accounting Department of terminated cards.

Cardholder

- Read and abide by the policies and procedures found in the Purchasing Card Program Guide. By signing the Cardholder Agreement form, you understand that you are accountable for activity on the card.
- Keep your P-Card number confidential and your card in an accessible, but secure location. You are the only person authorized to use the card so the location should only be accessible to you. Lending or sharing your card or card number is prohibited. Do not leave your card in a place that is accessible to others.
- Exercise caution when giving out account information to make purchases.
- Always try to obtain the best possible value for the Town when using the P-Card.
- Follow the guidelines and do not split a transaction to circumvent your spending limit. For example, do not purchase products or services greater than the authorized single transaction limit and separate the payment into two or more transactions.
- Review charges at the point of sale before signing.

- Ensure that sales tax is not charged when making purchases. The Town's tax-exempt number is printed on the face of your P-Card. A hard copy of the certificate can be downloaded from Procurement's intranet site.
- Obtain and keep receipts and maintain detailed records for each card transaction. Receipts are critical to the success and integrity of the P-Card Program. Maintaining a log of purchases is advisable as the most efficient means of keeping track of purchases.
- Review monthly statements for accuracy.
- Attach original, itemized receipts and supporting documentation to the statement with proper expense account information noted on each receipt
- Sign the statement verifying review of charges.
- Receive and inspect all ordered goods or services, report discrepancies to merchants and Accounting.
- For purchases made via telephone, internet or other method, cardholders must document the purchase by signature on vendor acknowledgement noting items purchased, vendor, date of purchase and amount.
- All point-of-sale receipts must include a description of the product purchased. All efforts must be made to secure a detailed invoice for non-Point of Sale transactions.
- Review monthly statements for validity of all transactions.
- Assure that all purchases and credits are itemized and identified.
- Review annually all subscriptions or annual renewals of services such as "cloud" products, for validity and continued charges.
- Identify and handle disputed charges.
- Verify that funds are available in the proper account to pay for the purchase.
- Verify there are to be no purchases made for personal items or services under any circumstances.

How the Card Works

The P-Card is a special VISA credit card. It works similarly to your personal credit cards, except that the charges are billed directly to the Town and are paid by the Accounting Department. Any supplier or merchant that accepts Visa can accept the P-Card. The P-Card will have the cardholder's name and Town of Ocean Ridge printed on the front. The phrase tax exempt and the Town's tax exemption number will also be printed on the card.

Cardholders may not split single transactions to stay under their authorized individual transaction limit. The transaction and monthly spending limits may be changed permanently or temporarily upon request from a department director or designee to the Program Administrator.

Each time you use your card, an electronic process verifies that your purchase is within these predetermined limits. If your purchase violates these limits, the supplier will not accept your order. Each cardholder will be responsible for reviewing monthly statements.

The Purchasing Card system simplifies the procurement/disbursement process. Procurement responsibility is delegated to the ordering department enabling an authorized cardholder to place an order directly with the vendor.

Each card has specific spending limits as follows:

1. Single item purchase limit as set by the Town Manager.
2. Monthly spending limit (This will be equal to double the credit line to allow for timing of payments posted against the account, but not affect single-purchase limits, or other restrictions on the card).
3. Daily spending limit.
4. Approved Merchant Category Codes.

There are three standard card levels issued as follows:

1. Level 1 – a \$500 single-purchase limit and would be issued to those employees making regular small purchases.
2. Level 2 - a \$2,000 single-purchase limit and would be issued to management level positions, including but not limited to Department Directors.
3. Level 3 - Single-purchase limits above \$5,000 for those positions specifically identified; the Town Manager and Police Chief and those designated by the Town Manager.

SECTION II - POLICIES AND PROCEDURES

Assignment and Control of the Purchasing Card

1. REQUESTS FOR AND ISSUANCE OF PURCHASING CARDS

The Purchasing Card has the employee's name, the Town name, and the expiration date embossed on the face of the card. The Town's Florida sales tax exemption number status is preprinted on the Purchasing Card. The Purchasing Card issuing company will not have individual Cardholder information other than the Cardholder's work address. No credit records, social security numbers, etc., of the Cardholder are maintained by the issuing company.

When the Town Manager receives a Purchasing Card from the issuing card company, the Cardholder will take receipt of the card and sign a certification/receipt form. The Cardholder will be given a copy of the Purchasing Card Policies and Procedures guide and an oral review of the program.

2. LOST OR STOLEN PURCHASING CARDS OR CARD NUMBERS

If a Purchasing Card is lost, stolen, or misplaced, or if the Cardholder thinks that the number has been used without authorization, the Cardholder must immediately notify the Purchasing Card Company and the Accounting Department of the loss.

24-hour Lost Card Hotline: 1-888-449-2273.

The Cardholder shall report all information necessary and complete all forms required to reduce the liability to the Town for a lost or stolen card or card number and shall work with any law enforcement agency in prosecuting theft.

3. TERMINATION OR TRANSFER OF CARDHOLDER

When an employee ends employment with the Town, the department Director shall collect the Purchasing Card, destroy it (cut it in half), and submit the pieces of the card to the Accounting Department.

If the department Director is unable to collect the Purchasing Card when an employee leaves, the Accounting Department should be notified immediately by telephone followed by a memo. The Accounting Department will ensure that the card is canceled.

Cardholder use of Purchasing Card

1. CARDHOLDER USE ONLY

The Purchasing Card shall only be used by the employee whose name is embossed on the card. No other person is authorized to use the card. The cardholder is responsible and accountable for all transactions that occur on their card.

Upon receipt of the Purchasing Card, the cardholder should NOT sign the back of the card, but should write in indelible ink one of the following:

SEE PHOTO ID, or SEE TOWN ID, or SEE DRIVERS LICENSE

2. TOWN PURCHASES ONLY

The Purchasing Card is to be used for Town authorized purchases only. The Purchasing Card shall not be used for any personal use and any such use will require immediate reimbursement and may result in disciplinary action up to and including termination.

3. SPENDING LIMITS

- a. The department Director approving the assignment of a Purchasing Card will set two limits for each cardholder: single item purchase limit and 30-day limit.
- b. Requests for spending limit changes shall be initiated by email to the Town Manager by the Department Director.
- c. A purchase may be made of multiple items, but any single item cannot exceed the Cardholder's limit. Charges for purchases shall not be split to stay within the single purchase limit. The deliberate attempt to split orders, where the purpose is keeping the total cost of each order below bid or quote limits; separating a requirement that exceeds a single purchase limit or threshold into two or more buys with the express intent of circumventing purchasing dollar thresholds; and failure to combine orders when practical for the interest of economy, is an evasion Procurement Policy. Splitting charges will be considered abuse of the Purchasing Card program and subject cardholder to disciplinary action.

4. OTHER CONDITIONS

- a. All items purchased over-the-counter must be immediately available. No back ordering is allowed.

- b. All items purchased during one telephone transaction must be delivered in a single delivery. If an item is not immediately available, no back ordering is allowed.
- c. The billing cycle for the Purchasing Card is from the 1st day of the month to the last day of the month. All items purchased by telephone must be delivered by the vendor within the billing cycle. The order should not be placed without this assurance.

5. PROHIBITED USES OF PURCHASING CARDS

- a. The following types of items and uses shall not be permitted with a Purchasing Card, regardless of the dollar amount.
 - Cash advances;
 - Tobacco products;
 - Alcohol or drugs.
- b. The following types of items shall only be purchased with a Purchasing Card with the prior approval of the Department Director and the Accounting Department, regardless of the dollar amount.
 - Professional or Contracted Services;
 - Uniform rental, Recreation or Entertainment;
 - Tuition for employees (this does not include registrations for seminars or training classes which are allowed);
 - Any additional goods or services specifically restricted by the Town;
 - Travel expenses such as hotels, automobile rental, and airline tickets.
- c. **Food purchases are not authorized** using the Purchasing Card with the following exceptions. Prior approval by the Department Director and the Accounting Department is required.
 - Food provided for elected officials and Town staff at official meetings scheduled during generally accepted mealtimes. All food purchases for official meetings must be pre-approved by the Town Manager;
 - Meals that are part of employee recognition awards;
 - Food for volunteers working on behalf of the Town of Ocean Ridge;
 - Food for VIPs visiting the Town of Ocean Ridge government on official business;
 - Food purchased during a declared emergency.

Procedures for Making and Paying for Purchases

1. DOCUMENTATION OF OVER-THE-COUNTER PURCHASES

- a. When an over-the-counter purchase is made, the Cardholder must obtain and sign the customer's copy of the charge slip.
- b. The original charge slip and, if applicable, the sales receipt showing the description of items purchased, vendor, date and amount of purchase will be submitted with the Monthly Statement to Accounting for end of month reconciliation.

2. NON-FACE TO FACE TRANSACTIONS (INTERNET AND TELEPHONE ORDERS)

When placing a telephone order, the Cardholder must confirm that the vendor will charge the Purchasing Card when shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account. This is also a requirement of the vendor's contract with VISA.

3. SALES AND USE TAXES

The Town is exempt from paying any State of Florida (and generally all other States) sales and/or use tax, even if the purchase is made with the Purchasing Card. The City of Ocean Ridge's tax exemption status is printed on the face of the Purchasing Card. Many times this process is made easier if the cardholder has a copy of the Town's tax-exempt certificate. A copy of the certificate is provided upon card issuance. The Accounting Department will provide a copy of the certificate upon request. The Cardholder should make the vendor aware of the Town's tax-exempt status prior to processing the sale. If the vendor charges sales tax, the Cardholder must contact the vendor and obtain a credit equal to the amount of the sales tax. The Cardholder will be given two billing cycles to resolve any sales tax credits; any sales tax charges remaining will be deducted from the Cardholder's next payroll wages. If any cardholder has a problem with any merchant about sales or any other tax, please contact the Accounting Department.

4. MISSING DOCUMENTATION

If for some reason the Cardholder does not have documentation of the transaction to send with the statement a memo must be attached with a description of the purchase along with a signed certification that the purchase was made in accordance with the Town's Policies and Procedures and that the purchase was required for Town operations. Failure to promptly provide such certification may result in disciplinary actions and the employee may be required to pay the Town for the undocumented expense. Continued incidents of missing documentation will result in the cancellation of the employees' Purchasing Card.

5. PAYMENT AND INVOICE PROCEDURES

- a. Accounting will send account statements to all cardholders as quickly as practicable. Immediate statement reconciliation is required in order to meet the terms and conditions of the Town's contractual obligations to the Purchasing Card Company. All reconciled statements shall be forwarded to Accounting within three working days after receipt.
- b. The Purchasing Card Company will mail one consolidated statement for all Cardholders to the Accounting Department. This Statement of Account will list all transactions processed during the previous billing cycle (usually 30 days.) If no purchases were made on the Purchasing Card during the billing cycle, no Statement of Account will be generated unless adjustments for previously billed transactions have been processed during that cycle.
- c. The Cardholder must review the statement and note any errors or disputes. Expense Account numbers for each item should be written on the original invoice/receipts to be attached to the statement. The statement will then be reviewed and signed by the cardholder. By signing the statement, the cardholder is certifying that all charges are

appropriate and authorized and that all charges are confirmed by attached receipts. The statement will then be reviewed and signed by the Department Director. The statements are then forwarded to Accounting. Invoices/receipts for all items listed on the statement should be attached.

- d. NOTE: The statement may say that no balance is due. This means that the Cardholder does not submit a payment, the payment is due from the Accounting Department. Always submit the Cardholder statement following the procedures above.
- e. The Accounting Department will ensure that the Purchasing Card charges are paid on time and that the consolidated statement received is reconciled against the individual cardholder statements forwarded from the department. Department Directors will be notified when individual statements are not received in the allotted time. Continued failure to meet the three workday deadlines may result in the revocation of Purchasing Cards at the discretion of the Town Manager.
- f. If the statement is not received in the Accounting Department within the three days, then Accounting will pay the statement and charge any transactions to the card's default account number. A late transaction processing charge may be added to late submittals.

6. DISPUTES

- a. If items purchased with the Purchasing Card are defective, the Cardholder must return the item(s) to the vendor for replacement or credit. If the service paid for with a Purchasing Card is faulty, the vendor must be notified and asked to correct the situation or provide a credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. If the quantity of items received is less than the invoice and charge billing, then the transaction must be disputed.
- b. A disputed item must be explained with a note on the Cardholder's Statement of Account before the statement is forwarded to Accounting for payment.
- c. It is essential that the time frames and documentation requirements established by the Purchasing Card issuer be followed to protect the cardholder's rights in dispute.

7. DISPUTE PROCEDURES

- a. A dispute occurs when a Cardholder questions a transaction that has been charged to his/her account and the cardholder is unable to resolve the discrepancy with the vendor. Only after this positive action by the cardholder does a transaction become a dispute. The following steps must be taken to ensure prompt settlement:
- b. The Cardholder contacts **Bank of America by telephone at 1-888-449-2273** concerning the transaction and supplies the necessary information to begin the resolution process. Bank of America will send a Dispute Form to the cardholder either by facsimile transmission or email.
- c. The Cardholder follows the procedures as established by Bank of America.

8. REVIEW OF PURCHASES BY DEPARTMENT

- a) Because of their knowledge of the job responsibilities and requirements, Accounting will review each Purchasing Card expenditure (item purchased, amount, and vendor) to ensure the goods or services were necessary, and for official use.
- b) When purchases are questioned, the Department Director will be responsible for resolving the issue with the Cardholder. If the Department Director is not satisfied that the purchase was necessary and for official use, the Cardholder must provide either a credit voucher proving the item(s) were returned for credit; or a personal check [or cash] made payable to Town of Ocean Ridge for the full amount of the purchase plus applicable sales tax. Checks must be sent to Accounting within one week with a written explanation of why the violation occurred and the action taken to prevent reoccurrence.

Controls and Audits

P-Card transactions are monitored and audited. The P-Card program uses internal management controls, as well as features and reports from the bank's automated system to manage and audit the process to ensure that procedures are followed. Your use of the P-Card is subject to a continuing audit process. Any violation of policy and/or procedures governing the use of the P-Card shall be justification for the suspension or revocation of the employee's privilege to use the P-Card and can result in disciplinary action.

Methods utilized to control card usage are:

- Maximum dollar amount on a single transaction
- Total spend per month
- Maximum number of transactions per day
- Type of purchase

Cardholders will be periodically audited for compliance with P-Card policies and procedures. The following non-compliant situations may result in cancellation of a P-Card:

- Inadequate documentation to support purchases.
- Inappropriate purchases.
- Monthly statements that have not been reconciled and signed by the cardholder.
- Sharing cards with other employees.
- Violations of P-Card policies.

Cardholders may be subject to disciplinary action, including termination, for the following non-compliant situations:

- Personal use of the card.
- Not reporting a lost or stolen card.
- Other excessive violations of P-Card policies.

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Agenda: Tuesday, August 4, 2025
Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Michelle Heiser, Town Manager

Subject: Monthly Financial Report

Balance Sheets

The General Fund Balance Sheet has been updated through June 2025. The bank reconciliations are also completed through June 2025. There are additional funds which need to be transferred to the Capital Project Fund before year end. The Town will complete the transfer before year end.

Revenue and Expenditure Statements

The total General Fund budgeted revenue is \$13,447,496 along with utilizing \$58,913 of reserves. As of the end of June the Town received \$11,493,005. Building permit revenue exceeds expectations, however this funding is restricted to use for Building compliance activities. The audit report recommends establishing the Building Department activities as a separate fund. We will implement that before year end. The \$1.2 million grant anticipated in the budget has not been recognized as of June 2025. This is the largest revenue variance when compared to budget.

The total General Fund expenditures through June 2025 are \$9,776,561. In summary:

Expense type	Budget	Actual	Remaining	% Spent
Salaries and Benefits	\$4,739,400	\$3,328,411	\$1,410,989	70.23%
Operating	5,181,599	3,570,894	\$1,610,705	68.91%
Capital	73,100	24,224	\$48,876	33.14%
Debt	783,000	515,794	\$267,206	65.87%
Transfers	2,729,308	2,337,238	\$392,070	85.63%
Total	\$13,506,407	\$9,776,561	\$3,729,846	72.38%

BALANCE SHEET REPORT FOR TOWN OF OCEAN RIDGE
Balance As of 06/30/2025

GL Number	Description	YTD Balance 06/30/2025 Normal (Abnormal)
Fund: 001 GENERAL FUND		
*** Assets ***		
001-000.000-101.269	TD BANK GEN OP	218,514.10
001-000.000-102.000	PETTY CASH	150.00
001-000.000-115.200	GARBAGE FEES RECEIVABLE	4,138.00
001-000.000-115.500	ALARM MONITORING RECEIVABLE	285.00
001-000.000-115.900	MISC RECEIVABLES	64.37
001-000.000-133.000	DUE FROM OTHER GOVERNMENTS	168,687.45
001-000.000-151.356	FLCLASS INVESTMENT FUND	11,689,910.53
Total Assets		12,081,749.45
*** Liabilities ***		
001-000.000-202.000	ACCOUNTS PAYABLE	69,155.04
001-000.000-208.100	DUE BLDG INSP CERT PROGRAM	5,833.42
001-000.000-208.400	DUE FLORIDA ELECTIONS COMM	12.00
001-000.000-216.100	ACCRUED WAGES PAYABLE	108,580.06
001-000.000-216.110	ACCRUED FICA PAYABLE	8,306.37
001-000.000-218.200	FEDERAL TAXES PAYABLE	(83.01)
001-000.000-218.300	GROUP HOSP INSURANCE WITHHELD	223.55
001-000.000-218.600	WAGE ASSIGNMENTS WITHHELD	770.69
001-000.000-218.700	RETIREMENT	87,636.62
001-000.000-218.900	DIRECT DEPOSITS	(514.80)
Total Liabilities		279,919.94
*** Fund Equity ***		
001-000.000-247.100	RESERVE FOR TOWN HALL CAP PROJ	370,550.05
001-000.000-247.200	RESERVE FOR INSURANCE	160,000.00
001-000.000-247.400	BEAUTIFICATION RESERVE ACCT	115,267.48
001-000.000-271.100	FUND BALANCE	9,289,924.07
001-000.000-281.100	RESTRICTED FOR DEBT SERVICE	116,985.93
001-000.000-281.400	RESTRICTED TOWN HALL BEAUTIFICATIOIN	32,657.84
Total Fund Equity		10,085,385.37
Total Fund 001:		
TOTAL ASSETS		12,081,749.45
BEG. FUND BALANCE		10,085,385.37
+ NET OF REVENUES & EXPENDITURES		1,716,444.14
= ENDING FUND BALANCE		11,801,829.51
+ LIABILITIES		279,919.94
= TOTAL LIABILITIES AND FUND BALANCE		12,081,749.45

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 06/30/2025
% Fiscal Year Completed: 74.79

GL Number	Description	24-25 Amended Budget	YTD Balance 06/30/2025 Normal (Abnormal)	Available Balance 06/30/2025 Normal (Abnormal)	% Bdg Used
GENERAL FUND					
TAXES					
001-310.000-311.000	AD VALOREM TAXES	9,085,029.00	8,613,977.38	471,051.62	94.82
001-310.000-312.400	LOCAL OPTION 6 CENT GAS TAX	0.00	6,131.98	(6,131.98)	100.00
001-310.000-312.410	LOCAL OPTION 6 CENT GAS TAX	37,000.00	22,225.29	14,774.71	60.07
001-310.000-312.420	SECOND LOCAL OPTION FUEL TAX	17,500.00	12,872.07	4,627.93	73.55
001-310.000-313.100	ELECTRIC FRANCHISE TAX	225,000.00	168,764.87	56,235.13	75.01
001-310.000-314.100	UTILITY SERVICE TAX ELECTRIC	290,000.00	244,047.92	45,952.08	84.15
001-310.000-314.800	UTILITY SERVICE TAX PROPANE	55,000.00	25,774.56	29,225.44	46.86
001-310.000-314.900	UTILITY SERVICE TAX WATER	100,000.00	110,212.02	(10,212.02)	110.21
001-310.000-315.000	COMMUNICATION SERVICES TAX	41,000.00	30,796.73	10,203.27	75.11
001-310.000-319.100	INTEREST ON DELINQUENT TAXES	1,500.00	1,375.60	124.40	91.71
001-310.000-335.200	LOCAL GOVT 1 CENT SALES TAX	150,000.00	153,825.80	(3,825.80)	102.55
Total TAXES		10,002,029.00	9,390,004.22	612,024.78	93.88
LICENSES & PERMITS					
001-320.000-321.100	PROF & OCCUPATIONAL LICENSES	1,300.00	2,269.09	(969.09)	174.55
001-320.000-322.100	BUILDING PERMITS	700,000.00	629,721.56	70,278.44	89.96
001-320.000-329.100	SIGN PERMITS	300.00	125.00	175.00	41.67
001-320.000-329.200	ALARM USER PERMITS	2,000.00	10.00	1,990.00	0.50
001-320.000-329.600	RENTAL REGISTRATIONS	2,000.00	1,820.00	180.00	91.00
Total LICENSES & PERMITS		705,600.00	633,945.65	71,654.35	89.84
INTERGOVERNMENTAL REVENUE					
001-330.000-331.100	FEMA GRANT MONIES	5,000.00	0.00	5,000.00	0.00
001-330.000-331.300	JAG GRANT MONIES	2,500.00	0.00	2,500.00	0.00
001-330.000-334.100	STATE GRANT REVENUES	1,254,429.00	0.00	1,254,429.00	0.00
001-330.000-335.110	OPIOD SETTLEMENT	0.00	3,768.27	(3,768.27)	100.00
001-330.000-335.120	STATE REVENUE SHARING PROCEEDS	52,000.00	40,913.53	11,086.47	78.68
001-330.000-335.150	ALCOHOLIC BEVERAGE LICENSES	140.00	139.84	0.16	99.89
001-330.000-335.181	LOCAL GOVT 1/2 CENT SALES TAX	165,000.00	134,259.56	30,740.44	81.37
001-330.000-335.490	REBATE ON MUNICIPAL VEHICLES	2,500.00	1,613.38	886.62	64.54
001-330.000-335.900	ST LIGHT MAINTENANCE REIMBURSE	15,198.00	15,198.30	(0.30)	100.00
001-330.000-338.000	PB COUNTY & CTY WIDE OCC LIC	7,000.00	1,891.32	5,108.68	27.02
001-330.000-338.300	PBC SOLID WASTE RECYCL PROGRAM	550.00	0.00	550.00	0.00
001-330.000-338.400	911 DPS RELATED REIMBURSEMENTS	600.00	1,489.51	(889.51)	248.25
001-330.000-338.500	PB COUNTY 1250 MONIES	1,000.00	0.00	1,000.00	0.00
Total INTERGOVERNMENTAL REVENUE		1,505,917.00	199,273.71	1,306,643.29	13.23
CHARGES FOR SERVICES					
001-340.000-341.200	ZONING FEES	30,000.00	24,935.00	5,065.00	83.12
001-340.000-341.300	SALE OF MAPS & PUBLICATIONS	0.00	100.00	(100.00)	100.00
001-340.000-341.400	CERT COPYING RECORD SEARCH ETC	5,000.00	4,470.00	530.00	89.40
001-340.000-341.900	OTHER GEN GOVT CHARGES & FEES	11,000.00	35,995.44	(24,995.44)	327.23
001-340.000-342.100	LAW ENFORCEMENT/FIRE SERVICE	221,700.00	175,816.42	45,883.58	79.30
001-340.000-342.300	ALARM MONITORING	40,000.00	32,244.00	7,756.00	80.61
001-340.000-342.800	SPECIAL DETAIL SERVICES	45,000.00	8,785.00	36,215.00	19.52
001-340.000-342.900	OTHER PUB SAFETY CHARGES & FEES	1,500.00	1,466.99	33.01	97.80
001-340.000-343.400	GARBAGE AND TRASH REVENUE	340,000.00	342,393.50	(2,393.50)	100.70
Total CHARGES FOR SERVICES		694,200.00	626,206.35	67,993.65	90.21
FINES & FORFEITURES					
001-350.000-351.100	COURT FINES - COURT CASES	1,850.00	7,373.61	(5,523.61)	398.57
001-350.000-351.300	POLICE EDUCATION \$2.00	400.00	1,106.11	(706.11)	276.53
001-350.000-354.000	VIOLATIONS OF LOCAL ORDINANCES	25,000.00	155,958.68	(130,958.68)	623.83
Total FINES & FORFEITURES		27,250.00	164,438.40	(137,188.40)	603.44
MISCELLANEOUS REVENUES					
001-360.000-361.100	INTEREST EARNED	500,000.00	396,724.70	103,275.30	79.34
001-360.000-361.320	INTEREST EARNED-PB CO TAX COLL	5,000.00	6,944.82	(1,944.82)	138.90
001-360.000-361.390	INTEREST OTHER (LIENS, ETC.)	1,500.00	22,226.83	(20,726.83)	1,481.79
001-360.000-364.410	EQUIPMENT SALES	500.00	16,601.00	(16,101.00)	3,320.20
001-360.000-366.900	MISC CONTRIB PRIVATE SOURCES	500.00	35,413.50	(34,913.50)	7,082.70
001-360.000-369.900	MISCELLANEOUS REVENUE	0.00	1,226.33	(1,226.33)	100.00
Total MISCELLANEOUS REVENUES		507,500.00	479,137.18	28,362.82	94.41
NON - REVENUES					
001-380.000-380.100	FUND BALANCE UNAPPROPRIATED	58,913.00	0.00	58,913.00	0.00
001-380.000-388.200	INSURANCE PROCEEDS	5,000.00	0.00	5,000.00	0.00
Total NON - REVENUES		63,913.00	0.00	63,913.00	0.00

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 06/30/2025
 % Fiscal Year Completed: 74.79

GL Number	Description	24-25 Amended Budget	YTD Balance 06/30/2025 Normal (Abnormal)	Available Balance 06/30/2025 Normal (Abnormal)	% Bdgt Used
GENERAL FUND					
Fund 001 - GENERAL FUND:					
TOTAL REVENUES		13,506,409.00	11,493,005.51	2,013,403.49	85.09

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 06/30/2025
 % Fiscal Year Completed: 74.79

GL Number	Description	24-25 Amended Budget	YTD Balance 06/30/2025 Normal (Abnormal)	Available Balance 06/30/2025 Normal (Abnormal)	% Bdgt Used
CAPITAL PROJECTS FUND					
NON - REVENUES					
302-380.000-381.000	INTERFUND TRANSFER	0.00	2,337,238.37	(2,337,238.37)	100.00
302-380.000-381.100	INTERFUND TRANSFER	2,729,309.00	0.00	2,729,309.00	0.00
Total NON - REVENUES		2,729,309.00	2,337,238.37	392,070.63	85.63
Fund 302 - CAPITAL PROJECTS FUND:					
TOTAL REVENUES		2,729,309.00	2,337,238.37	392,070.63	85.63
Report Totals:					
TOTAL REVENUES - ALL FUNDS		16,235,718.00	13,830,243.88	2,405,474.12	85.18

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 06/30/2025

% Fiscal Year Completed: 74.79

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

GL Number	Description	24-25 Amended Budget	YTD Balance 06/30/2025 Normal (Abnormal)	Available Balance 06/30/2025 Normal (Abnormal)	% Bdg Used
GENERAL FUND					
TOWN COMMISSION					
001-511.101-501.100	EXECUTIVE SALARIES	6,000.00	4,500.00	1,500.00	75.00
001-511.101-502.100	FICA TAXES	459.00	344.25	114.75	75.00
001-511.101-502.200	RETIREMENT CONTRIBUTIONS	825.00	613.35	211.65	74.35
001-511.101-502.400	WORKERS' COMPENSATION	50.00	37.50	12.50	75.00
001-511.101-504.000	TRAVEL & PER DIEM	5,000.00	5,837.00	(837.00)	116.74
001-511.101-504.100	COMMUNICATIONS SERV PHONE ETC	3,000.00	2,270.55	729.45	75.69
001-511.101-504.500	INSURANCE LIAB, HAZARD, DAMAGE	26,764.00	2,292.21	24,471.79	8.56
001-511.101-504.900	OTHER CURRENT CHARGES	500.00	0.00	500.00	0.00
001-511.101-505.400	SUBSC, MEMBERSHIPS, EDUCATION	2,800.00	1,150.00	1,650.00	41.07
Total TOWN COMMISSION		45,398.00	17,044.86	28,353.14	37.55
TOWN MANAGER					
001-512.102-501.100	EXECUTIVE SALARIES	156,040.00	180,705.61	(24,665.61)	115.81
001-512.102-501.400	OVERTIME	3,500.00	0.00	3,500.00	0.00
001-512.102-501.410	VACATION PAY	3,500.00	2,963.72	536.28	84.68
001-512.102-502.100	FICA TAXES	11,494.00	14,050.70	(2,556.70)	122.24
001-512.102-502.200	RETIREMENT CONTRIBUTIONS	56,373.00	50,512.94	5,860.06	89.60
001-512.102-502.300	LIFE & HEALTH INSURANCE	13,278.00	7,752.22	5,525.78	58.38
001-512.102-502.310	LONG TERM DISABILITY	660.00	0.00	660.00	0.00
001-512.102-502.400	WORKERS' COMPENSATION	100.00	75.00	25.00	75.00
001-512.102-504.000	TRAVEL & PER DIEM	4,950.00	4,624.21	325.79	93.42
001-512.102-504.100	COMMUNICATIONS SERV PHONE ETC	600.00	489.10	110.90	81.52
001-512.102-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,263.00	2,292.21	(29.21)	101.29
001-512.102-504.610	REPAIR & MAINTENANCE	2,300.00	0.00	2,300.00	0.00
001-512.102-505.210	OPERATING SUPPLIES GAS & OIL	3,600.00	0.00	3,600.00	0.00
001-512.102-505.400	SUBSC, MEMBERSHIPS, EDUCATION	4,774.00	4,447.00	327.00	93.15
Total TOWN MANAGER		263,432.00	267,912.71	(4,480.71)	101.70
TOWN CLERK/FINANCE					
001-513.103-501.100	EXECUTIVE SALARIES	94,153.00	73,949.83	20,203.17	78.54
001-513.103-501.200	REGULAR SALARIES AND WAGES	159,024.00	120,868.08	38,155.92	76.01
001-513.103-501.210	ONE TIME LUMP SUM INCREASE	2,000.00	0.00	2,000.00	0.00
001-513.103-501.400	OVERTIME	2,000.00	506.43	1,493.57	25.32
001-513.103-501.410	VACATION PAY	5,174.79	239.96	4,934.83	4.64
001-513.103-502.100	FICA TAXES	18,796.00	14,960.68	3,835.32	79.60
001-513.103-502.200	RETIREMENT CONTRIBUTIONS	40,101.00	26,382.82	13,718.18	65.79
001-513.103-502.300	LIFE & HEALTH INSURANCE	62,162.80	33,581.84	28,580.96	54.02
001-513.103-502.310	LONG TERM DISABILITY	2,122.00	215.50	1,906.50	10.16
001-513.103-502.400	WORKERS' COMPENSATION	271.00	203.25	67.75	75.00
001-513.103-503.200	ACCOUNTING & AUDITING	43,500.00	18,690.00	24,810.00	42.97
001-513.103-503.400	OTHER CONTRACTUAL SERVICES	18,806.00	17,868.55	937.45	95.02
001-513.103-504.000	TRAVEL & PER DIEM	2,650.00	(425.00)	3,075.00	(16.04)
001-513.103-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,263.00	2,292.21	(29.21)	101.29
001-513.103-504.610	REPAIR & MAINTENANCE	1,000.00	0.00	1,000.00	0.00
001-513.103-504.900	OTHER CURRENT CHARGES	4,500.00	5,150.00	(650.00)	114.44
001-513.103-505.400	SUBSC, MEMBERSHIPS, EDUCATION	2,250.00	1,137.00	1,113.00	50.53
001-513.103-506.400	MACHINERY & EQUIPMENT	1,000.00	0.00	1,000.00	0.00
Total TOWN CLERK/FINANCE		461,773.59	315,621.15	146,152.44	68.35
LEGAL					
001-514.104-503.100	PROFESSIONAL SERVICES	172,500.00	98,447.66	74,052.34	57.07
001-514.104-503.110	LEGAL SPECIAL COUNSEL	100,000.00	16,567.00	83,433.00	16.57
001-514.104-504.700	PRINTING	5,000.00	3,941.56	1,058.44	78.83
Total LEGAL		277,500.00	118,956.22	158,543.78	42.87
APPOINTED BOARDS					
001-515.105-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,264.00	1,146.00	1,118.00	50.62
001-515.105-504.900	OTHER CURRENT CHARGES	750.00	0.00	750.00	0.00
Total APPOINTED BOARDS		3,014.00	1,146.00	1,868.00	38.02
OTHER GENERAL GOVERNMENT					
001-519.106-503.100	PROFESSIONAL SERVICES	49,000.00	36,788.66	12,211.34	75.08
001-519.106-503.400	OTHER CONTRACTUAL SERVICES	61,885.00	24,187.80	37,697.20	39.09
001-519.106-504.100	COMMUNICATIONS SERV PHONE ETC	15,550.00	14,802.83	747.17	95.20
001-519.106-504.200	POSTAGE & FREIGHT	3,240.00	889.39	2,350.61	27.45
001-519.106-504.300	UTILITY SERVICE - ELEC & WATER	10,000.00	5,697.78	4,302.22	56.98
001-519.106-504.400	RENTALS & LEASES	2,000.00	2,914.35	(914.35)	145.72

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 06/30/2025

% Fiscal Year Completed: 74.79

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GL Number	Description	24-25 Amended Budget	YTD Balance 06/30/2025 Normal (Abnormal)	Available Balance 06/30/2025 Normal (Abnormal)	% Bdg Used
GENERAL FUND					
OTHER GENERAL GOVERNMENT					
001-519.106-504.500	INSURANCE LIAB, HAZARD, DAMAGE	165,340.00	161,614.91	3,725.09	97.75
001-519.106-504.610	REPAIR & MAINTENANCE	110,650.00	48,779.46	61,870.54	44.08
001-519.106-504.700	PRINTING	3,000.00	215.00	2,785.00	7.17
001-519.106-504.900	OTHER CURRENT CHARGES	12,075.00	32,640.72	(20,565.72)	270.32
001-519.106-504.910	ELECTION EXPENSES	16,450.00	0.00	16,450.00	0.00
001-519.106-505.100	OFFICE SUPPLIES	8,000.00	2,456.09	5,543.91	30.70
001-519.106-505.200	OPERATING SUPPLIES	4,500.00	4,481.39	18.61	99.59
001-519.106-505.400	SUBSC, MEMBERSHIPS, EDUCATION	23,070.00	5,383.55	17,686.45	23.34
001-519.106-506.400	MACHINERY & EQUIPMENT	8,000.00	565.37	7,434.63	7.07
001-519.106-507.000	COVENANT FROM DRAINAGE LOAN	400,000.00	227,529.43	172,470.57	56.88
001-519.106-507.010	COVENANTS FROM TH LOAN	225,000.00	246,491.93	(21,491.93)	109.55
001-519.106-507.200	DEBT SERVICE - INTEREST	158,000.00	41,772.56	116,227.44	26.44
Total OTHER GENERAL GOVERNMENT		1,275,760.00	857,211.22	418,548.78	67.19
LAW ENFORCEMENT & FIRE CONTROL					
001-521.107-501.100	EXECUTIVE SALARIES	141,050.00	107,273.23	33,776.77	76.05
001-521.107-501.200	REGULAR SALARIES AND WAGES	2,099,257.00	1,388,722.95	710,534.05	66.15
001-521.107-501.210	ONE TIME LUMP SUM INCREASE	6,500.00	2,500.00	4,000.00	38.46
001-521.107-501.400	OVERTIME	125,000.00	81,316.69	43,683.31	65.05
001-521.107-501.410	VACATION PAY	15,000.00	5,747.29	9,252.71	38.32
001-521.107-501.500	SPECIAL PAY INCENTIVE	18,000.00	10,810.00	7,190.00	60.06
001-521.107-501.510	SPECIAL DETAIL PAY	40,000.00	11,791.21	28,208.79	29.48
001-521.107-501.600	HOLIDAY PAY	103,038.61	69,738.50	33,300.11	67.68
001-521.107-502.100	FICA TAXES	148,063.17	128,425.27	19,637.90	86.74
001-521.107-502.200	RETIREMENT CONTRIBUTIONS	673,137.00	476,810.20	196,326.80	70.83
001-521.107-502.300	LIFE & HEALTH INSURANCE	312,058.00	219,630.03	92,427.97	70.38
001-521.107-502.310	LONG TERM DISABILITY	9,792.00	1,738.96	8,053.04	17.76
001-521.107-502.400	WORKERS' COMPENSATION	50,186.00	33,263.96	16,922.04	66.28
001-521.107-503.100	PROFESSIONAL SERVICES	82,350.00	34,633.63	47,716.37	42.06
001-521.107-503.400	OTHER CONTRACTUAL SERVICES	1,480,420.08	1,480,420.08	0.00	100.00
001-521.107-504.000	TRAVEL & PER DIEM	111,350.00	2,136.53	109,213.47	1.92
001-521.107-504.100	COMMUNICATIONS SERV PHONE ETC	25,800.00	19,577.54	6,222.46	75.88
001-521.107-504.200	POSTAGE & FREIGHT	1,500.00	721.89	778.11	48.13
001-521.107-504.300	UTILITY SERVICE - ELEC & WATER	13,000.00	5,697.80	7,302.20	43.83
001-521.107-504.400	RENTALS & LEASES	2,540.00	1,462.99	1,077.01	57.60
001-521.107-504.500	INSURANCE LIAB, HAZARD, DAMAGE	55,172.00	57,497.90	(2,325.90)	104.22
001-521.107-504.610	REPAIR & MAINTENANCE	87,350.00	40,995.83	46,354.17	46.93
001-521.107-504.620	REPAIR & MAINTENANCE VEHICLE	23,500.00	8,843.32	14,656.68	37.63
001-521.107-504.630	REPAIR & MAINTENANCE DISPATCH	22,000.00	20,555.49	1,444.51	93.43
001-521.107-504.700	PRINTING	4,000.00	3,587.11	412.89	89.68
001-521.107-504.900	OTHER CURRENT CHARGES	3,500.00	1,745.05	1,754.95	49.86
001-521.107-505.100	OFFICE SUPPLIES	5,000.00	1,340.87	3,659.13	26.82
001-521.107-505.200	OPERATING SUPPLIES	24,150.00	11,761.38	12,388.62	48.70
001-521.107-505.210	OPERATING SUPPLIES GAS & OIL	51,000.00	32,945.16	18,054.84	64.60
001-521.107-505.220	OPERATING SUPPLIES UNIFORM/EMB	26,280.00	11,560.19	14,719.81	43.99
001-521.107-505.400	SUBSC, MEMBERSHIPS, EDUCATION	19,509.00	13,812.60	5,696.40	70.80
001-521.107-506.200	BUILDINGS (CAPITAL OUTLAY)	15,000.00	7,150.00	7,850.00	47.67
001-521.107-506.400	MACHINERY & EQUIPMENT	32,500.00	16,508.95	15,991.05	50.80
Total LAW ENFORCEMENT & FIRE CONTROL		5,827,002.86	4,310,722.60	1,516,280.26	73.98
INSPECTIONS					
001-524.108-501.200	REGULAR SALARIES AND WAGES	59,424.00	44,880.52	14,543.48	75.53
001-524.108-501.400	OVERTIME	1,000.00	183.06	816.94	18.31
001-524.108-501.410	VACATION PAY	1,247.00	0.00	1,247.00	0.00
001-524.108-502.100	FICA TAXES	6,188.00	3,447.37	2,740.63	55.71
001-524.108-502.200	RETIREMENT CONTRIBUTIONS	12,922.00	6,142.20	6,779.80	47.53
001-524.108-502.300	LIFE & HEALTH INSURANCE	38,284.00	18,255.69	20,028.31	47.68
001-524.108-502.310	LONG TERM DISABILITY	1,002.00	50.76	951.24	5.07
001-524.108-502.400	WORKERS' COMPENSATION	2,049.00	1,222.21	826.79	59.65
001-524.108-503.100	PROFESSIONAL SERVICES	291,907.00	306,851.02	(14,944.02)	105.12
001-524.108-503.400	OTHER CONTRACTUAL SERVICES	134,775.00	88,300.00	46,475.00	65.52
001-524.108-504.000	TRAVEL & PER DIEM	1,850.00	0.00	1,850.00	0.00
001-524.108-504.200	POSTAGE & FREIGHT	1,800.00	499.90	1,300.10	27.77
001-524.108-504.400	RENTALS & LEASES	7,025.00	2,766.68	4,258.32	39.38
001-524.108-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,264.00	2,293.21	(29.21)	101.29
001-524.108-504.610	REPAIR & MAINTENANCE	1,000.00	0.00	1,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 06/30/2025

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GL Number	Description	24-25 Amended Budget	YTD Balance 06/30/2025 Normal (Abnormal)	Available Balance 06/30/2025 Normal (Abnormal)	% Bdg't Used
GENERAL FUND					
INSPECTIONS					
001-524.108-504.620	REPAIR & MAINTENANCE VEHICLE	1,000.00	0.00	1,000.00	0.00
001-524.108-504.700	PRINTING	500.00	0.00	500.00	0.00
001-524.108-504.900	OTHER CURRENT CHARGES	5,200.00	0.00	5,200.00	0.00
001-524.108-505.100	OFFICE SUPPLIES	1,750.00	817.67	932.33	46.72
001-524.108-505.200	OPERATING SUPPLIES	500.00	183.92	316.08	36.78
001-524.108-505.210	OPERATING SUPPLIES GAS & OIL	3,500.00	0.00	3,500.00	0.00
001-524.108-505.220	OPERATING SUPPLIES UNIFORM/EMB	300.00	0.00	300.00	0.00
001-524.108-505.400	SUBSC, MEMBERSHIPS, EDUCATION	3,720.00	339.00	3,381.00	9.11
001-524.108-506.400	MACHINERY & EQUIPMENT	6,600.00	0.00	6,600.00	0.00
Total INSPECTIONS		585,807.00	476,233.21	109,573.79	81.30
GARBAGE & SOLID WASTE					
001-534.111-503.400	OTHER CONTRACTUAL SERVICES	327,340.00	240,108.88	87,231.12	73.35
Total GARBAGE & SOLID WASTE		327,340.00	240,108.88	87,231.12	73.35
OTHER PHYSICAL ENVIRONMENT					
001-539.112-503.100	PROFESSIONAL SERVICES	75,000.00	1,710.00	73,290.00	2.28
001-539.112-503.120	TOWN ENGINEER	118,000.00	88,649.00	29,351.00	75.13
001-539.112-503.400	OTHER CONTRACTUAL SERVICES	340,720.00	154,981.85	185,738.15	45.49
001-539.112-504.610	REPAIR & MAINTENANCE	193,500.00	38,677.18	154,822.82	19.99
Total OTHER PHYSICAL ENVIRONMENT		727,220.00	284,018.03	443,201.97	39.06
PUBLIC WORKS					
001-541.113-501.200	REGULAR SALARIES AND WAGES	148,751.00	112,784.93	35,966.07	75.82
001-541.113-501.210	ONE TIME LUMP SUM INCREASE	1,500.00	0.00	1,500.00	0.00
001-541.113-501.400	OVERTIME	6,000.00	15,723.32	(9,723.32)	262.06
001-541.113-501.410	VACATION PAY	3,399.68	0.00	3,399.68	0.00
001-541.113-502.100	FICA TAXES	12,021.28	9,830.90	2,190.38	81.78
001-541.113-502.200	RETIREMENT CONTRIBUTIONS	28,014.29	17,515.65	10,498.64	62.52
001-541.113-502.300	LIFE & HEALTH INSURANCE	23,200.00	19,410.51	3,789.49	83.67
001-541.113-502.310	LONG TERM DISABILITY	1,283.00	130.02	1,152.98	10.13
001-541.113-502.400	WORKERS' COMPENSATION	13,950.00	8,601.58	5,348.42	61.66
001-541.113-503.100	PROFESSIONAL SERVICES	38,000.00	0.00	38,000.00	0.00
001-541.113-504.300	UTILITY SERVICE - ELEC & WATER	61,500.00	46,286.37	15,213.63	75.26
001-541.113-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,263.00	2,293.21	(30.21)	101.33
001-541.113-504.610	REPAIR & MAINTENANCE	59,500.00	6,793.31	52,706.69	11.42
001-541.113-504.620	REPAIR & MAINTENANCE VEHICLE	6,000.00	99.93	5,900.07	1.67
001-541.113-505.200	OPERATING SUPPLIES	4,700.00	1,885.39	2,814.61	40.11
001-541.113-505.210	OPERATING SUPPLIES GAS & OIL	9,000.00	0.00	9,000.00	0.00
001-541.113-505.220	OPERATING SUPPLIES UNIFORM/EMB	1,200.00	274.97	925.03	22.91
001-541.113-505.230	OPERATING SUPPLIES SMALL TOOLS	3,000.00	148.92	2,851.08	4.96
001-541.113-505.300	ROAD MATERIALS & SUPPLIES	20,000.00	1,410.23	18,589.77	7.05
001-541.113-505.400	SUBSC, MEMBERSHIPS, EDUCATION	1,100.00	59.70	1,040.30	5.43
001-541.113-506.400	MACHINERY & EQUIPMENT	10,000.00	0.00	10,000.00	0.00
Total PUBLIC WORKS		454,382.25	243,248.94	211,133.31	53.53
CONTINGENCY					
001-580.114-509.900	CONTINGENCY	528,469.92	307,099.18	221,370.74	58.11
Total CONTINGENCY		528,469.92	307,099.18	221,370.74	58.11
TRANSFER TO CAPITAL PROJECTS					
001-590.100-509.110	TRANSFER TO CAPITAL PROJECTS	2,729,309.00	2,337,238.37	392,070.63	85.63
Total TRANSFER TO CAPITAL PROJECTS		2,729,309.00	2,337,238.37	392,070.63	85.63
Fund 001 - GENERAL FUND:					
TOTAL EXPENDITURES		13,506,408.62	9,776,561.37	3,729,847.25	72.38

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

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CAPITAL PROJECTS FUND					
OTHER GENERAL GOVERNMENT					
302-519.106-503.100	PROFESSIONAL SERVICES	20,000.00	0.00	20,000.00	0.00
302-519.106-506.100	LAND (CAPITAL OUTLAY)	0.00	284,248.64	(284,248.64)	100.00
302-519.106-506.400	MACHINERY & EQUIPMENT	52,500.00	0.00	52,500.00	0.00
Total OTHER GENERAL GOVERNMENT		72,500.00	284,248.64	(211,748.64)	392.07
LAW ENFORCEMENT & FIRE CONTROL					
302-521.107-506.400	MACHINERY & EQUIPMENT	349,352.00	329,769.59	19,582.41	94.39
Total LAW ENFORCEMENT & FIRE CONTROL		349,352.00	329,769.59	19,582.41	94.39
INSPECTIONS					
302-524.108-506.400	MACHINERY & EQUIPMENT	7,797.00	0.00	7,797.00	0.00
Total INSPECTIONS		7,797.00	0.00	7,797.00	0.00
OTHER PHYSICAL ENVIRONMENT					
302-539.112-506.300	IMPROVEMENTS NOT BUILDINGS	2,274,860.00	1,071,961.25	1,202,898.75	47.12
Total OTHER PHYSICAL ENVIRONMENT		2,274,860.00	1,071,961.25	1,202,898.75	47.12
PUBLIC WORKS					
302-541.113-506.400	MACHINERY & EQUIPMENT	24,800.00	0.00	24,800.00	0.00
Total PUBLIC WORKS		24,800.00	0.00	24,800.00	0.00
Fund 302 - CAPITAL PROJECTS FUND:					
TOTAL EXPENDITURES		2,729,309.00	1,685,979.48	1,043,329.52	61.77
Report Totals:					
TOTAL EXPENDITURES - ALL FUNDS		16,235,717.62	11,462,540.85	4,773,176.77	70.60

Agenda: Monday, August 4, 2025
Memo: Item #13.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum

**Subject: Town Engineer Presentation on Priority Capital Projects in FY 26
Budget**

Town Engineer Lisa Tropepe will provide a brief presentation on the prioritized capital improvement projects that her company, Engenuity Group, will be working on in Fiscal Year 2026.

Staff recommends acceptance of the presentation.

Suggested Motion: I move to accept the presentation. No new action needed.

Respectfully,

Town of Ocean Ridge Flood Control Study – Update and Water Distribution Capital Plan



MAYOR GEOFF PUGH

VICE MAYOR STEVE COZ

COMMISSIONER CAROLYN CASSIDY

COMMISSIONER DAVID HUTCHINS

COMMISSIONER AINAR AIJALA JR.

TOWN MANAGER MICHELLE HEISER

Prepared By

A Higher Standard of Excellence



1280 N Congress Ave, West Palm Beach, FL 33409

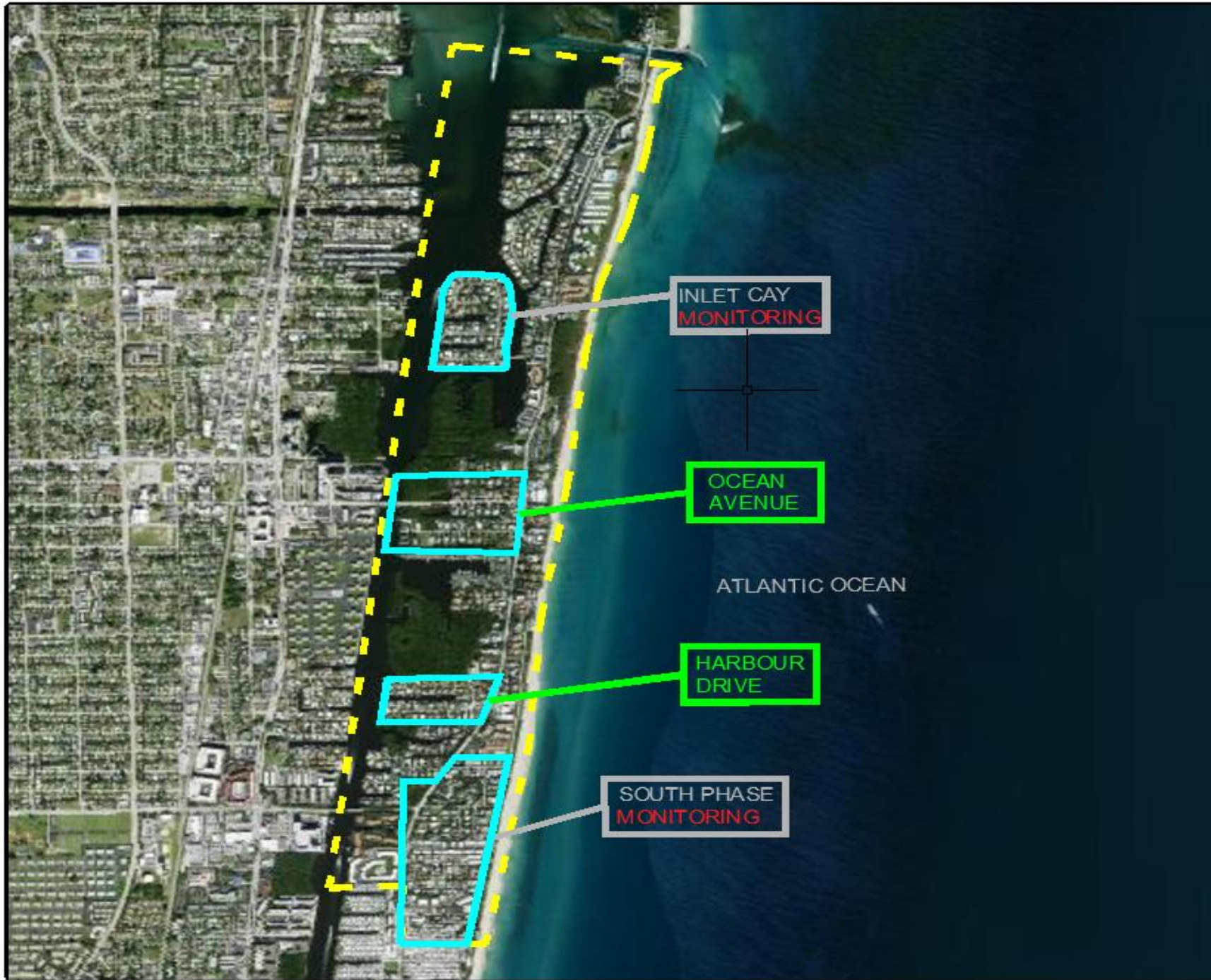
PHONE: (561) 655-1151

FAX: (561) 832-9390

www.engenuitygroup.com

Job No. 00020.00

July 2025



LEGEND:

PROPOSED



APPROXIMATE TOWN LIMITS



SCOPE OF WORK BOUNDRY



AREAS TO BE DISCUSSED
IN THIS POWER POINT
PRESENTATION

REVISIONS	DATE	REVISIONS	DATE

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TOWN OF OCEAN RIDGE

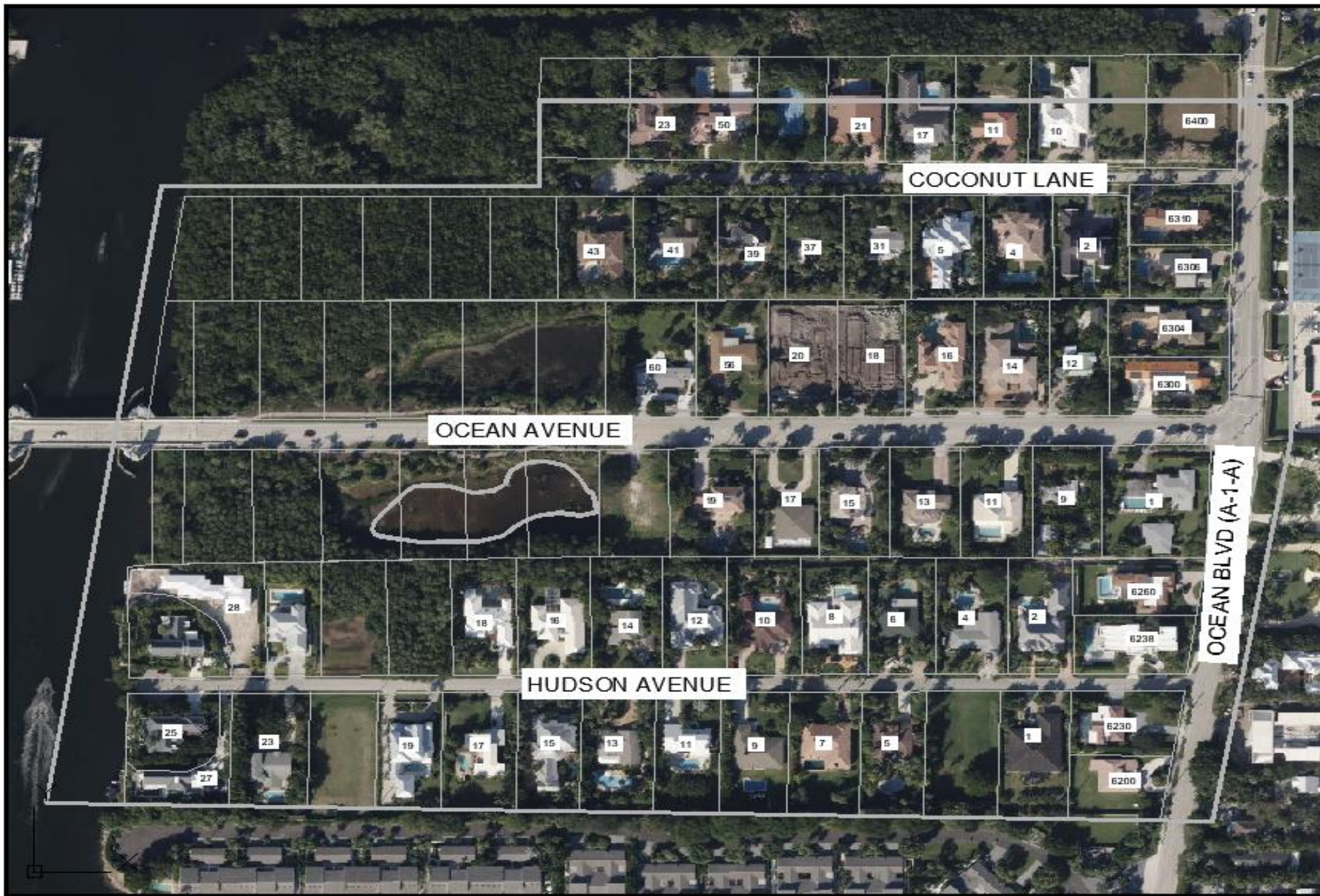
engenuity group inc.
A Major Division of Engenuity
1000 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304
Phone: 954.575.1000
Fax: 954.575.1001
www.engenuitygroup.com

DATE	BY	DATE	BY



Ocean Avenue

- Hudson Avenue
Seawall
- Detention Area –
South Side



GRAPHIC SCALE
SCALE: 1" = 75'

REVISION	DATE	BY

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WITHOUT PERMISSION
IN WRITING FROM THE
TOWN OF OCEAN RIDGE
PLANNING DEPARTMENT

08/08

TOWN OF OCEAN RIDGE
OCEAN AVENUE AREA

engenuity
group, inc.
www.engenuitygroup.com
1000 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 561-1000
Fax: (954) 561-1001
Email: info@engenuitygroup.com

DATE	08/08
BY	AMM
DATE	08/08
BY	AMM
DATE	08/08
BY	AMM
DATE	08/08
BY	AMM

811
Call before you dig
Call before you dig
Call before you dig

09 of 293

Hudson Avenue – Seawall Project

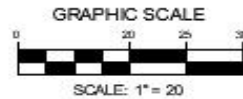
- ✓ Existing riprap headwall at the end of Hudson Ave (a 60ft wide right-of-way) is beyond its useful life
- ✓ Commission agreed to pursue grants to fund a “close the gap” seawall
- ✓ Staff is pursuing funding options and possible living seawall alternative
- ✓ Estimated cost \$800,000

Detention Area – South Side

- ✓ Existing area inundated with exotic vegetation, berm breaching and no control over tidal influence.
- ✓ F.DOT drafted a report proposing a wet detention area, 5ft berm with water feature.
- ✓ Town to consider FDOT's proposal and responsibility of water feature.



Harbour Drive Project



REVISIONS	DATE	REVISIONS	BY

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ALL RIGHTS RESERVED.
ENGENUITY GROUP, INC.
10000 W. 10TH AVE.
SUITE 100
DENVER, CO 80202

TOWN OF OCEAN RIDGE
HARBOR DRIVE AREA

engenuity group inc.
A Division of Engenuity Group Inc.
10000 W. 10TH AVE.
SUITE 100
DENVER, CO 80202
www.engenuitygroup.com

DATE	BY	DATE	BY



PLAT OF RIDGE HARBOUR ESTATES

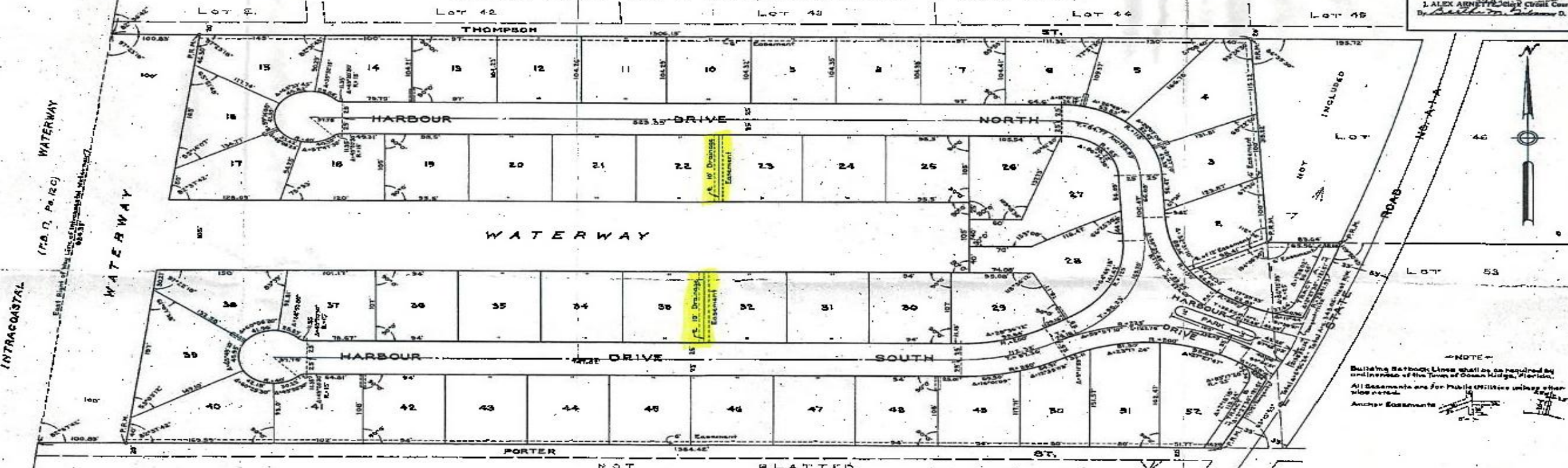
OCEAN RIDGE, FLORIDA.
IN SECTION 27, TWP. 45 S., R8E. 43 E.
PALM BEACH COUNTY, FLORIDA.

Being a Resubdivision of Lots 41, 43, 49, 50, 51 and 52, and part of Lots 53, 54 and 55, Amended Plat of Part of Boynton's Subdivision, recorded in Plat Book 12, Page 45, Public Records of Palm Beach County, Florida.

27

STATE OF FLORIDA
COUNTY OF PALM BEACH
This Plat was filed for record on the 28th day of February, 1957, at 10:00 A.M.
Book 12, Page 45, Public Records of Palm Beach County, Florida.
I, ALEX ARNETT, Clerk of Court
By *Alex Arnett* Clerk of Court

AMENDED PLAT OF PART OF BOYNTON'S SUBDIVISION - P.B. 12, Pa. 45.



STATE OF FLORIDA
COUNTY OF PALM BEACH
KNOW ALL MEN BY THESE PRESENTS that DELRAY HEIGHTS DEVELOPMENTS, INC., a Florida Corporation, the owner of the tract of land lying and being in Section 27, Township 45 South, Range 43 East, Palm Beach County, Florida, known hereon as RIDGE HARBOUR ESTATES, and more particularly described as follows, to wit:
All of Lots 41, 43, 49, 50, 51 and 52, and all that part of Lot 53 lying west of the right of way of a 30-foot wide Arterial Road laid out and in use, and all that part of Lots 53 and 54 lying east of the right of way of the Intracoastal Waterway, and all that part of a certain platted street which lies between Lots 7 and 9, on the West, and Lots 49 and 50, on the East as said lots and street are shown on Amended Plat of Part of Boynton's Subdivision, recorded in Plat Book 12, Page 45, Public Records of Palm Beach County, Florida.
Has caused the same to be surveyed and platted as shown herein, and does hereby dedicate to the permanent use of the public, as public highways, the Drives and Waterways shown hereon, and the use of the Easements for the construction and maintenance of Public Utilities, and the owner does dedicate to the use of the public the Park shown hereon.
IN WITNESS WHEREOF the said Corporation has caused these presents to be signed by its President and attested as its Secretary, and the corporate seal to be hereunto affixed, and with the authority of its Board of Directors, this 28th day of February, A.D. 1957.

Attest:
[Signature]
Secretary
By *Peter J. Nann*
President
DELRAY HEIGHTS DEVELOPMENTS, INC.

PROVINCE OF ONTARIO
COUNTY OF LINCOLN
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, PETER J. WALL and ROMANIE K. ROSS, President and Secretary, respectively, of DELRAY HEIGHTS DEVELOPMENTS, INC., a Corporation, to me well known and known to me to be the individuals described in, and who executed of the foregoing dedication, and they acknowledged before me that they executed the same as such officers of said Corporation, by and with the authority of its Board of Directors, for the purposes therein expressed, and that their act and deed was the act and deed of said Corporation.
WITNESS my hand and official seal of the County of Lincoln, Province of Ontario, this 28th day of February, A.D. 1957.
By Commission expires: *is for life*

Approved: *[Signature]* A.D. 1957
Town of Ocean Ridge, Florida.
By *[Signature]*
Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH
I HEREBY CERTIFY that the plat shown herein is a true and correct rendition of a survey made under my direction, of the above described property, that said survey is accurate to the best of my knowledge and belief, and that reference monuments (R.M.) have been placed as required by law.
Subscribed and sworn to before me this 28th day of February, A.D. 1957.
My Commission expires: *March 24, 1958*
Approved: *[Signature]* A.D. 1957
Board of County Commissioners
Chairman
County Engineer



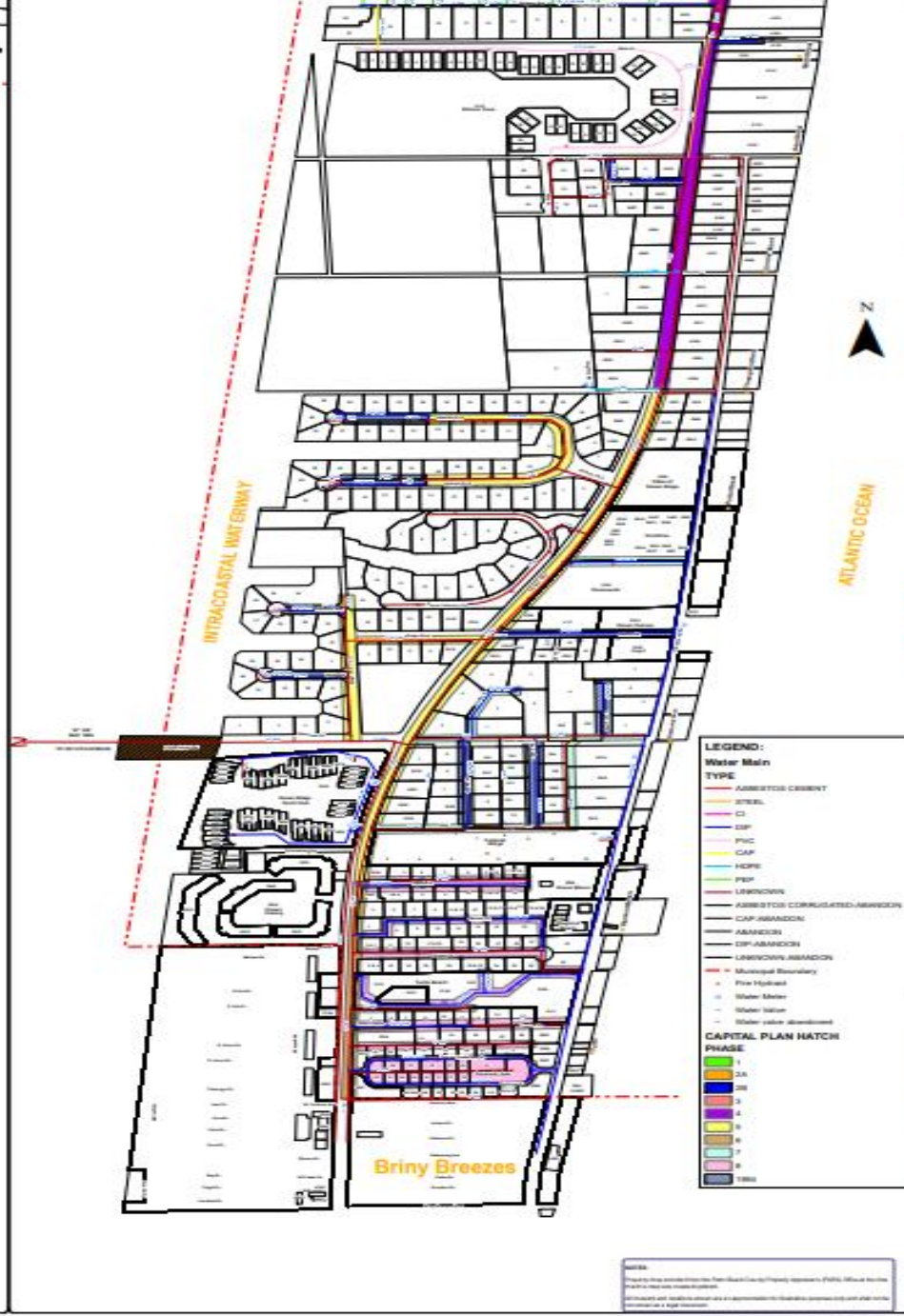
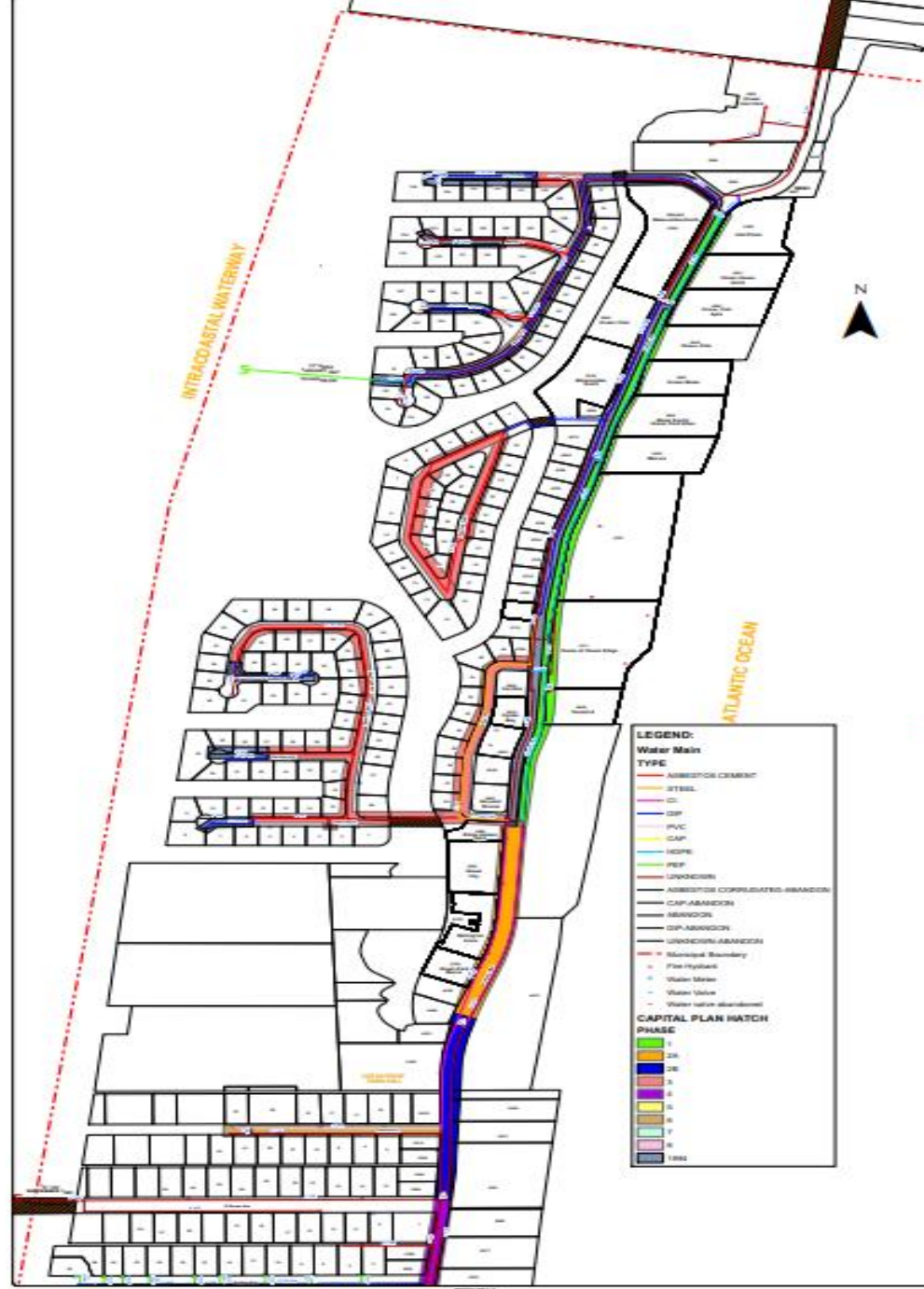
BROCKWAY, WEBER & BROCKWAY ENGINEERS WEST PALM BEACH, FLORIDA	
RIDGE HARBOUR ESTATES	
PLAT: S.W.H.	SCALE: 1" = 40'
OFFICE: H.L.P.	DATE: Dec. 1956
BY: C.E.S.	BY: S.E.S.
Page 94 of 293	
BF-1915	

Harbour Drive Project

- ✓ Comprises approximately **17.5 residential acres**.
- ✓ **Only two dedicated areas to outfall.**
- ✓ In original Study, 3 alternatives were proposed.
 1. **Clean/Maintain system.**
 2. **Temporary pumps**, aka “Big Blue”.
 3. New road and swale system.
- ✓ Commission **chose alternative 3 back in 2022 for Harbour Drive North.**
- ✓ **Design complete and ready for permitting.**
- ✓ Estimated construction cost \$453,000



Water Distribution Capital Plan



Water Distribution Capital Plan

- ✓ Implemented in 2024 to prioritize water line replacements based on the following:
 - ✓ Fire protection
 - ✓ Water quality
 - ✓ Infrastructure age
- ✓ Completed Phase One – 3700LF pipe, north end of A1A, fire watch lifted
- ✓ Design of Phase Two – 4300LF pipe, midtown of A1A, design approx. 70% complete, legislative appropriation for 2026 pending
- ✓ Phase Four – South of E. Ocean Ave on A1A, survey/S.U.E. complete

Agenda: Monday, August 4, 2025
Memo: Item #13.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Michelle Heiser, Town Manager

Subject: Harbour Drive North Drainage Improvements

This proposal provided by the Town Engineer, Engenuity Group, is to render professional civil engineering services in connection with the drainage improvements on Harbour Drive North. The scope of work includes engineering design and construction plans, calculations, and permitting to provide a stormwater collection and treatment system on the west end of Harbour Drive North with an outfall into the Intracoastal Water Way through proposed easements on 62 and 66 Harbour Dr N.

Engenuity Group will provide civil engineering services consisting of Final preparation of development plans for construction demolition, paving, grading, drainage, and erosion/pollution prevention, with associated notes and details contained on the plans. A probable opinion of cost for all elements will be provided once the design is complete. Agency permitting will include Town of Ocean Ridge, South Florida Water Management District, Army Corps of Engineers, and the Florida Department of Environmental Protection.

This project directly supports the Town of Ocean Ridge's strategic priority to strengthen infrastructure resilience through stormwater and flood mitigation. By designing and permitting a comprehensive stormwater collection and treatment system for Harbour Drive North, the Town is proactively addressing flood risk and improving water quality. The proposed outfall into the Intracoastal Waterway, facilitated through new easements, reflects a long-term investment in sustainable infrastructure aligned with regulatory standards and environmental stewardship.

Staff recommends approval of an amount not to exceed \$25,000 for professional engineering services related to the Harbour Drive North drainage improvements. The scope of work includes design, permitting, and support through the construction bidding process. Funding for this project is included in the approved FY 2025 budget and will be expended from GL# 302-539.112-506.300.

Suggested Motion: I move to approve as recommended.

Respectfully,
Michelle Heiser, Town Manager

TASK ORDER No. 1

**PROFESSIONAL SERVICES
(Professional Engineering Services)**

THIS TASK ORDER FOR PROFESSIONAL SERVICES ("Task Order") is made on the day of _____, 2025, between the **Town of Ocean Ridge**, a Florida municipal corporation ("Town") and **Engenuity Group, Inc.**, a Florida corporation ("CONSULTANT").

1.0 Project Description:

The Town desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT's Proposal, dated 07/10/2025 and services are generally described as: Harbour Drive N- Drainage (the "Project").

2.0 Scope

Under this Task Order, the CONSULTANT will provide the Town with professional engineering services for the Project as specified in the **CONSULTANT's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within 180 calendar days from the Town's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a not to exceed amount of \$24,950.00. The attached proposal identifies all costs and expenses included in the not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Adam Swaney, P.E., phone (561-655-1151); email: aswaney@engenuitygroup.com; and, the Project Manager for the Town is Michelle Heiser, phone: 561-732-2635; email: mheiser@oceanridge.gov.

6.0 Progress Meetings

The CONSULTANT shall schedule periodic progress review meetings with the Town's Project Manager as necessary.

7.0 Authorization

This Task Order is issued pursuant to the Reinstated Professional Services Agreement (Professional Engineering Services) between the Town of Ocean Ridge and the CONSULTANT, dated February 3, 2025 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of the day and year set forth above.

TOWN OF OCEAN RIDGE

By: _____
Michelle Heiser, Interim, Town Manager*
(*current authority is less than \$10,000.00
unless otherwise authorized by the Town
Commission)

ATTEST:

By: _____
Kelly Avery, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy L. Goddeau, Town Attorney

CONSULTANT: ENGENUITY GROUP, INC.

By: _____
Adam Swaney

[Corporate Seal]

Print Name: Adam Swaney, P.E.

Title: Vice President

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 11 day of July 2025, by Adam Swaney, P.E., as the _____ [title] of ENGENUITY GROUP, 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 ENGENUITY GROUP, INC., to the same.



Notary Seal:

Nury L. Figueroa
Notary Public Signature

Michelle Heiser
Town Manager
Town of Ocean Ridge
6450 N. Ocean Blvd
Ocean Ridge, FL 33435
(Via email: mheiser@oceanridge.gov)

July 10, 2025

C. ANDRE RAYMAN, P.S.M.

KEITH B. JACKSON, P.E.

LISA A. TROPEPE, P.E.

ADAM SWANEY, P.E., LEED AP

JENNIFER MALIN, P.S.M.

**Re: Professional Civil Engineering Services
Harbour Drive North Drainage Improvements and Intracoastal Outfall
Ocean Ridge, Florida
Engenuity Group Project No. 00020.65**

Dear Ms. Heiser:

We are pleased to offer this proposal to render professional civil engineering services in connection with the Drainage Improvements on Harbour Drive North in Ocean Ridge (hereinafter called the "Project").

The scope of work includes engineering design and construction plans, calculations, and permitting to provide a stormwater collection and treatment system on the west end of Harbour Drive North with an outfall into the Intracoastal Water Way through proposed easements on 62 and 66 Harbour Dr N.

****Surveying Services have been completed and paid for in prior budget years.***



Civil Engineering Services

Engenuity Group will provide civil engineering services consisting of Final preparation of development plans for construction demolition, paving, grading, drainage, and erosion/pollution prevention, with associated notes and details contained on the plans.

A probable opinion of cost for all elements will be provided. Agency permitting will include Town of Ocean Ridge, South Florida Water Management District, Army Corps of Engineers, and the Florida Department of Environmental Protection.

A. Civil Engineering Design-Final Plans (*Not Including Previous Past Costs for Preliminary Design which was Already Paid)	\$3,000
B. Agency Permitting	\$15,125
C. Construction Phase Services	\$6,825
	<u>Total Fee: \$24,950</u>

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

Sincerely,



Lisa Tropepe, P.E.
Vice President



Tara Bamber, P.E.
Sr. Project Manager

C: K. Avery

**Authorization: Professional Civil Engineering Services
Harbour Drive North Drainage Improvements and
Intracoastal Outfall
Engenuity Group Project No. 00020.65**

By: _____
(Name & Title)

Date: _____

For: _____
(Name of Company)

Contract Amount: \$24,950

EXHIBIT “A”

Harbour Drive North Drainage Improvements & Intracoastal Outfall

Ocean Ridge, Florida

Engenuity Group Project No. 00020.65

ENGINEER'S SERVICES:

A1.02 Design

- A. Meet with OWNER to define and clarify OWNER'S requirements for the Project and available data.
- B. Prepare drawings indicating the scope, extent, and character of the paving, grading, drainage, pollution control device, and outfall to be performed and furnished by the CONTRACTOR.
- C. Prepare drainage calculations if needed.
- D. Prepare project manual with specifications and contract documents for bidding. The project manual will be for review and approval by CLIENT, its legal counsel and other advisors using contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid, and instructions to bidders provided by CLIENT in electronic form. One of the above referenced coordination meetings will be conducted to go over these documents.
- E. Prepare a Pollution Prevention Plan.
- F. Prepare Engineer's Opinion of Cost for the overall civil site improvements.

A1.03 Permitting Phase Services

- A. Provide technical criteria, written descriptions, and design data for filing applications for permits from the following governmental authorities having jurisdiction to review or approve the design of the Project:
 - 1. Army Corps of Engineers – Stormwater outfall to ICWW. (expected review time of 6 months minimum).
 - 2. Florida Department of Environmental Protection – Stormwater and outfall to ICWW.
 - 3. South Florida Water Management District – ERP drainage permit
 - 4. South Florida Water Management District – dewatering permit.
 - 5. Town of Ocean Ridge – building permit.

6. NPDES Permit Application (NOI).

Normal and customary permitting activities are included in ENGINEER'S services. Responding to application review comments that require ENGINEER'S services that are not normal and customary are additional services that can be performed on an hourly basis upon authorization.

A1.04 Items to be furnished by OWNER:

- A. Soil borings and analysis.
- B. Legal access to proposed outfall location through drainage easements. Construction can not commence without recorded easements.

A1.05 This proposal does not include the following:

- A. The design of any major off-site roadway improvements.
- B. Design of landscaping, irrigation, and lighting.
- C. Coordination of new or relocated electrical, gas, telephone, and TV services.
- D. Environmental Analysis or design including wetlands, uplands, or contamination.

A1.06 Bid Coordination

- A. Assist OWNER in advertising for and obtaining bids for the Work.
- B. Attend pre-bid conference and issue minutes.
- C. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- D. Attend the Bid opening, prepare Bid tabulation sheets, evaluate Bids and make a recommendation for award.
- E. Issue a Notice of Award.

A1.07 Construction Phase Services

- A. *Preconstruction Conference.* Attend a Preconstruction Conference prior to commencement of Work at the Site.
- B. *Visits to Site and Observation of Construction.* In connection with observations

of CONTRACTOR'S work in progress while it is in progress:

1. Make no more than twelve (12) visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, are not intended to be exhaustive or to extend to every aspect of CONTRACTOR'S work in progress or to involve detailed inspections of CONTRACTOR'S work in progress beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if CONTRACTOR'S work is proceeding in accordance with the Contract documents, and ENGINEER shall keep OWNER informed of the progress of Work.
 2. ENGINEER will not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct, or have control over CONTRACTOR'S work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to regulations applicable to CONTRACTOR'S furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR'S failure to furnish and perform its work in accordance with the Contract Documents.
- C. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of CONTRACTOR'S work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- D. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet the CONTRACTOR'S submittal schedule that has earlier been acceptable to ENGINEER.

- E. *Applications for Payment*. Based on ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER will review pay applications and advise OWNER to either recommend payment or return the pay application to the CONTRACTOR for correction.
- F. *Inspections and Tests*. Require such special inspections or tests of CONTRACTOR'S work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests. Field testing of materials is not included in ENGINEER'S scope of services.
- G. *Record Drawings*. Review Record Drawings prepared and certified by the CONTRACTOR'S Florida licensed surveyor and the CONTRACTOR.
- H. *Completion of Construction Certifications*. Prepare construction completion certifications and submit to the following agencies:
1. South Florida Water Management District.
 - A. Army Corps of Engineers
 - B. Florida Department of Environmental Protection
 2. Town of Ocean Ridge
- I. *Substantial Completion*. Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in company with OWNER and CONTRACTOR, conduct a review of the work to determine if it is Substantially Complete.
- J. *Final Notice of Acceptability of the Work*. Conduct a final review to determine if the completed Work of CONTRACTOR is acceptable.
- K. *Contract Time*. ENGINEER'S services during construction are dependent upon the timely performance of CONTRACTOR'S work. ENGINEER'S services are based on a construction Contract Time of one hundred and twenty (120) calendar days for final completion of the work. If the CONTRACTOR exceeds such period of time, ENGINEER'S compensation shall be subject to an equitable adjustment.

A1.08 Responsibilities of the Town Engineer During the Bidding and Construction Phases of a Drainage Project

The Town Engineer shall serve as the Town's lead technical and administrative representative throughout the bidding and construction phases of a drainage project. The Engineer is expected to manage the process with transparency, technical expertise, and clear, proactive communication, particularly with residents and other affected parties.

Key responsibilities include:

1. Bidding Process Oversight

- Develop or oversee the preparation of comprehensive bid documents, including plans, specifications, and contract requirements.
- Manage the public bidding process in accordance with applicable procurement laws and regulations.
- Respond to contractor questions and issue addenda as needed to clarify project requirements.
- Review submitted bids for completeness, accuracy, and compliance with Town standards.
- Provide the Town with a formal recommendation for the contract award.

2. Preconstruction Meeting

- Schedule, coordinate, and lead the preconstruction meeting with the selected contractor and key stakeholders.
- Review contract scope, project schedule, communication protocols, safety considerations, submittal requirements, and anticipated impacts to the community.
- Establish a clear plan for communication with residents, including advance notice of construction activities, service disruptions, or changes to access.
- Document and distribute meeting minutes to all parties.

3. Construction Oversight and Progress Meetings

- Act as the Town's primary point of contact during construction.
- Lead regular onsite progress meetings to assess construction progress, address field conditions, and maintain alignment with project scope and schedule.
- Monitor contractor performance and verify adherence to plans and specifications.
- Provide timely, proactive communication to affected residents and property owners, especially regarding upcoming work, changes to the schedule, traffic/access impacts, and resolution of complaints or issues as they arise.
- Serve as a liaison between the contractor, Town departments, utility companies, and the public to minimize disruptions and promote transparency.

4. Substantial Completion and Project Close-Out

- Schedule and lead the substantial completion inspection, including all stakeholders and the contractor.
- Generate and maintain a punch list of outstanding work items and confirm their resolution prior to final acceptance.
- Ensure that residents are informed of final restoration timelines, permanent infrastructure impacts, and any lingering site access concerns.
- Review all close-out documentation, including as-built drawings, warranties, and final pay applications.
- Recommend final acceptance of the project to the Town, confirming that all technical, contractual, and community-related obligations have been met.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Michelle Heiser, Town Manager

Subject: Phase 4 - Watermain Infrastructure Modernization

The Town of Ocean Ridge is moving forward with Phase 4 of the Watermain Capital Plan, a modernization of the watermain pipe along North Ocean Boulevard (SR A1A) from Ocean Avenue to Thompson Street. This section of the system has experienced significantly reduced pressure, thereby diminishing hydrant performance and fire protection capability.

The Fire Chief appeared before the Commission at the June 2, 2025 meeting and confirmed that this constitutes an emergent condition, necessitating expedited action. As a result, the Commission provided direction to pursue procurement and bypass the traditional CCNA process under emergency exemption, in accordance with applicable Florida statutes.

Staff recommends the selection of **Johnson-Davis, Inc.** as the **lead design-build contractor** for the Phase 4 Watermain Modernization Project. Their team offers the **fastest mobilization, turnkey delivery, and engineering credibility** through their partnership with **Holtz Consulting Engineers**.

This selection complies with the Town of Ocean Ridge Comprehensive Plan's Goal #1, (Objective 1:1) Policy 1.1.4 and supports :

- Maintaining and prioritizing **public safety** through restored hydrant function
- **Bypassing delays** via emergency exemption from CCNA process
- Addressing the **critical infrastructure needs** of the Town with transparency

Suggested Motion: I move to authorize the Town Manager to enter into a contract with Johnson-Davis, Inc., for design-build services for the A1A Water Main Phase 4 project, , with Holtz Consulting Engineers as the design subconsultant, in an amount not to exceed \$1.9 million with consideration of future potential change orders, unless further approved by the Commission. This action is taken in response to a documented emergency condition and consistent with the authority provided at the June 2, 2025, Commission meeting.”

Respectfully,
Michelle Heiser, Town Manager

Agenda Item Backup Information

TO: Town Commission

FROM: Michelle Heiser, Town Manager

MEETING DATE: August 4, 2025

SUBJECT: Phase 4 – A1A Water Main Modernization Project: Design-Build Selection & Emergency Procurement Justification

Overview

The Town of Ocean Ridge is moving forward with Phase 4 of the Watermain Capital Plan, a modernization of the watermain pipe along North Ocean Boulevard (SR A1A) from Ocean Avenue to Thompson Street. This section of the system has experienced significantly reduced pressure, thereby diminishing hydrant performance and fire protection capability.

The Fire Chief appeared before the Commission at the June 2, 2025 meeting and confirmed that this constitutes an emergent condition, necessitating expedited action. As a result, the Commission provided direction to pursue procurement and bypass the traditional CCNA process under emergency exemption, in accordance with applicable Florida statutes. The meeting record can be reviewed here:

<https://oceanridgefl.portal.civicclerk.com/event/67/files/agenda/429>

Evaluation of Submissions

Three qualified firms were contacted to evaluate their capabilities and proposals. Below is a summary of each of their estimates based on preliminary survey and SUE:

1. Johnson-Davis, Inc.

Website: <https://www.johnsondavis.com/>

Proposal Cost: \$1,668,700

Scope: Full design-build delivery including permitting, utility connections, and hydrant installation.

Design Partner: Holtz Consulting Engineers (<https://www.holtzconsulting.com/>)

Strengths: Comprehensive proposal, proven team, fast mobilization.

2. Engenuity Group, Inc.

Website: <https://www.engenuitygroup.com/>

Proposal Type: Engineering-only (not design-build)

Cost: \$84,230

Strengths: Experienced locally; thorough design and permitting.

Limitation: Requires separate contractor procurement for construction.

3. Stantec

Website: <https://www.stantec.com/en>

Submission Type: Engineer's Opinion of Probable Cost

Estimate: \$2,041,547

Limitation: No formal design-build team or full proposal.

Project Scope Highlights – Johnson-Davis Proposal

- 2,100 LF of 12" C900 Water Main
- 7 full hydrant assemblies
- Full restoration: trench, curb, driveways, landscape
- Dewatering, surveying, and MOT included
- 10% contingency: \$151,700 built in

Comparative Analysis

Johnson-Davis, Inc. offers the most complete, cost-effective, and mobilization-ready solution. Engenuity and Stantec are not positioned to fulfill the urgent delivery and build requirements.

Staff Recommendation

Select Johnson-Davis, Inc. as the lead design-build contractor for the Phase 4 Watermain Modernization Project. Their proposal provides the fastest delivery, a complete turnkey approach, and technical capacity through Holtz Consulting Engineers.

Proposed Motion

Move to authorize the Town Manager to enter into a contract with Johnson-Davis, Inc., for design-build services for the A1A Water Main Phase 4 project, in an amount not to exceed \$1,900,000 inclusive of future change orders, with Holtz Consulting Engineers as the design subconsultant. Any amount or change order above will need to come back to the Commission.



Latest Projects

JOHNSON-DAVIS INC.
JOHNSON-DAVIS INC.



I-595 SEGMENT C

Installation of 30 inch RCP between westbound SR 84 and westbound I-595 for Bergeron Land Development and Dragados



ATLANTIC AVE AND THE TURNPIKE

Removal and installation of 42" watermain which included an aerial crossing over a canal, tying into the existing watermain, and installation of storm drainage for Ranger Construction Industries in Palm Beach County



MOORES CREEK

Final product after canal reshaping and replacement of three bridges for the City of Ft. Pierce



FLORIDA TURNPIKE GOLDEN GLADES TO HOLLYWOOD BOULEVARD

Installation of trunk line drainage for new southbound exit ramp to Hollywood Boulevard for Community Asphalt



MOORES CREEK

Placement of 32 foot CON/SPAN arch and precast headwalls and wingwalls for the City of Ft. Pierce



TOWN OF PALM BEACH FORCE MAIN REPLACEMENT

Installation of 18 inch fitting on Ocean Avenue for Burkhardt Construction



TOWN OF PALM BEACH FORCE MAIN REPLACEMENT

Installation of 18 inch fitting on Ocean Avenue for Burkhardt Construction



CLEMATIS STREETSCAPE

Installing drainage and watermain in the heart of downtown as part of Burkhardt Construction's beautification project for the City of West Palm Beach

The Team



W. Clark Cryer
VICE PRESIDENT



Cesar Carrillo
PROJECT MANAGER

Knowledge and experience

Local Engineers committed to their communities

Efficient size and structure of the firm

SMALL BUSINESS **BIG IMPACT**



holtz@holtzconsulting.com



**Your local
Water and wastewater consultant**

Helping your
UTILITY solve
tomorrow's issues,
today.

**270 South Central Boulevard, Suite 207
Jupiter, FL 33458
(561) 575-2005**

EVERY DROP COUNTS

OUR TEAM IS READY TO HELP IMPLEMENT SUSTAINABLE SOLUTIONS

OUR FOUNDERS



President - Andrea Holtz, PE

Andrea Holtz is responsible for overall management and operations of HCE. She is a professional engineer with over 35 years of experience in the water and wastewater industry. Andrea specializes in grant identification, writing and administration for utility and public works projects.



Vice President - David Holtz, PE, BCEE

David Holtz is responsible for management of HCE's water, wastewater and reclaimed water engineering divisions and ensuring high quality client service. Mr. Holtz has over 35 years of utility engineering and management experience, specializing in wastewater treatment and is a Board Certified Environmental Engineer.

OUR FIRM

Currently, our staff includes:

- Fourteen Professional Engineers
- One project engineer
- Two designer/drafters
- Four construction managers/inspectors
- One office manager

Our staff have over 200 years of collective experience providing engineering service to a variety of utility clients. All of the members of our staff are actively engaged in providing service to our clients, allowing us to provide efficient and cost-effective service.



We produce all of our designs and drawings in-house, and team with other local specialty sub-consultants to provide any and all services that may be needed on a project.

OUR SERVICES

HCE is proud to offer a variety of consulting engineering services related to potable water, wastewater and reuse water including:

- Water and wastewater treatment systems
- Water distribution systems
- Wastewater collection and transmission systems
- Pump station design and rehabilitation
- Master planning, capital improvement planning, budget assistance and asset management
- Hydraulic modeling and evaluation
- Reclaimed water production, storage and distribution systems
- Construction management including inspection and start-up
- Water resource management and alternative water supply
- Grant writing, SRF loan program funding and administration



Continuing Engineering Clients

													
Since 2006 General Engineering Consultant	2006 General Engineering Consultant	Since 2009 General Engineering Consultant	2011 Distribution & Collection System Consultant	Since 2011 General Utility Consultant	Since 2012 Consultant City-Wide Water Main Replacement	Since 2014 General Engineering Consultant	Since 2015 General Engineering Consultant	Since 2018 General Engineering Consultant	Since 2018 General Engineering Consultant	Since 2018 General Engineering Consultant	Since 2019 General Utility Consultant	Since 2020 General Engineering Consultant	Selected 2021 General Engineering Consultant



*Just a few of
the
engineering
services we
offer at HCE*

- Master Planning, Modeling, GIS
- Water Supply Wells and Pumping
- Water Treatment
- Water Distribution
- Wastewater Collection & Transmission
- Wastewater Pumping
- Program Management
- Grant Writing & Administration
- Asset Management and Information System Development



Johnson Davis Inc.

604 Hillbrath Dr.
Lantana, FL 33462

Contact: Cesar Carrillo
Phone: 561 588 1170
Fax: 561 585 5252

JOB NAME: A1A Ocean Ridge Water Main Design-Build Estimate

Item #	DESCRIPTION	BID Quantity	U.M.	BID	AMOUNT
1	Design to 100% Plans?	1.00	LSU	86,000.00	86,000.00
2	Permits	1.00	LSU	2,100.00	2,100.00
3	Bonds & Insurance	1.00	LSU	21,000.00	21,000.00
4	Mobilization	1.00	LSU	39,800.00	39,800.00
5	Survey, Layout, As-Builts	1.00	LSU	35,000.00	35,000.00
6	Dewatering & Well-Points	1.00	LSU	85,000.00	85,000.00
7	Maintenance of Traffic	1.00	LSU	26,000.00	26,000.00
8	Portable Lane Control Devices	10.00	WK	5,000.00	50,000.00
9	General Conditions	1.00	LSU	65,000.00	65,000.00
10	Proctors	5.00	EA	130.00	650.00
11	Densities	210.00	EA	30.00	6,300.00
12	12in C900 WM	2,100.00	LF	180.00	378,000.00
13	12in Gate Valves	5.00	EA	7,000.00	35,000.00
14	Fire Hydrant Sets Inc. Tee, Branch, Valve, All.	7.00	EA	12,500.00	87,500.00
15	Sample Points	9.00	EA	1,250.00	11,250.00
16	Water Main Pigging, Flushing Pressure Test, Chlorine, Sampling.	1.00	LSU	9,500.00	9,500.00
17	Connect to existing Water Main - E. Ocean Ave	1.00	EA	7,000.00	7,000.00
18	Connect to existing Water Main - Hudson Ave	1.00	EA	7,000.00	7,000.00
19	Connect to existing Water Main - Pelican Cove	1.00	EA	7,000.00	7,000.00
20	Connect to existing Water Main - E Anna St / W Anna St.	2.00	EA	7,000.00	14,000.00
21	Connect to Existing Water Main - Engle Dr.	1.00	EA	7,000.00	7,000.00
22	Connect to Existing Water Main - Corrine St.	1.00	EA	7,000.00	7,000.00
23	Water Service - Short Side	11.00	EA	2,500.00	27,500.00
24	Water Service - Long Side	4.00	EA	4,100.00	16,400.00
25	Grout Existing Water Main	2,100.000	LF	12.00	25,200.00
26	Base Rock	1,050.00	TON	55.00	57,750.00
27	2in Asphalt Trench Repair	172.00	TON	245.00	42,140.00
28	Temporary Striping	1.00	LSU	4,500.00	4,500.00
29	1in Mill	3,500.00	SY	16.50	57,750.00



Johnson Davis Inc.

604 Hillbrath Dr.
Lantana, FL 33462

Contact: Cesar Carrillo
Phone: 561 588 1170
Fax: 561 585 5252

JOB NAME: A1A Ocean Ridge Water Main Design-Build Estimate

Item #	DESCRIPTION	BID Quantity	U.M.	BID	AMOUNT
30	1in SP 12.5 TLC	214.00	TON	390.00	83,460.00
31	Thermo Striping	1.00	LSU	6,700.00	6,700.00
32	4in Concrete Sidewalk	67.00	SY	275.00	18,425.00
33	Concrete Curbs	370.00	LF	80.00	29,600.00
34	6in Concrete Driveways	40.00	SY	320.00	12,800.00
35	Asphalt Driveways	20.00	SY	500.00	10,000.00
36	Paver Brick Driveways	60.00	SY	620.00	37,200.00
37	Sod to match Existing	1,700.00	SY	12.00	20,400.00
38	Landscaping	1.00	LSU	47,500.00	47,500.00
39	Remove/Replace Mailbox	18.00	EA	400.00	7,200.00
40	Night Premium (Crew)	10.00	DYS	700.00	7,000.00
41	Rock Excavation	875.00	CY	21.00	18,375.00
42	10% Contingency	1.00	LSU	151,700.00	151,700.00

\$ 1,668,700.00

* Notes

- Bond is included in our proposal.
- Only one Mobilization is included in our proposal.
- Permitting by engineering firm is included.
- It is understood that this is a rough estimate only and prices/quantities are subject to change based on 100% design plans, and unknown/unforeseen field conditions.
- Restoration figures are estimates and will be charged by measurement in the field when completed.

*General Conditions Include...

Portable Sanitary Facilities.
Pre Construction Video.
Storage Lot Costs.
Water meter and construction costs.
Small private irrigation repairs / electrical repairs.
Road Cuts.

ENGINEERS OPINION OF PROBABLE COST OF CONSTRUCTION

By: KP

WATER MAIN REPLACEMENT

Check By: OB

TOWN OF OCEAN RIDGE

Date: 6/3/2025

STANTEC PROJECT: xxxxxxx

Revised:

Preliminary Submittal

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	General Conditions, Bonds and Insurance	LS	1	\$ 45,000.00	\$ 45,000
2	Mobilization/Demobilization	LS	1	\$ 115,000.00	\$ 115,000
3	Maintenance of Traffic (MOT)	LS	1	\$ 22,500.00	\$ 22,500
4	F&I 10-inch Water Main	LF	1400	\$ 450.00	\$ 630,000
5	F&I 6-inch Water Main	LF	240	\$ 275.00	\$ 66,000
6	Connect to Ex. WM	EA	4	\$ 13,000.00	\$ 52,000
7	F&I 10-inch Gate Valve	EA	3	\$ 7,500.00	\$ 22,500
8	F&I 6-inch Gate Valve	EA	7	\$ 5,500.00	\$ 38,500
9	F&I Fittings	EA	14	\$ 8,500.00	\$ 119,000
10	F&I Air Release Valve	EA	1	\$ 9,500.00	\$ 9,500
11	F&I Fire Hydrants	EA	6	\$ 11,400.00	\$ 68,400
12	F&I Water Services	EA	12	\$ 3,500.00	\$ 42,000
13	F&I Sod	SY	450	\$ 10.00	\$ 4,500
14	Milling and Resurfacing	SY	1120	\$ 55.00	\$ 61,600
15	12" Limerock Base (LBR100)	SY	1232	\$ 40.00	\$ 49,280
16	12" Sub Base (LBR40)	SY	1355	\$ 35.00	\$ 47,432
17	Sediment & Erosion Control	LS	1	\$ 10,000.00	\$ 10,000
18	Bacteriological Sample Points	EA	6	\$ 2,500.00	\$ 15,000
19	As-built Drawings	LS	1	\$ 14,500.00	\$ 14,500
Subtotal - Construction					\$ 1,432,712
	Surveying				\$ 24,500
	Sub-Surface Utility Locate				\$ 11,250
	Engineering and Permitting				\$ 214,907
	Contingency (25%)				\$ 358,178
	Subtotal				\$ 608,835
Total Cost Estimate					\$ 2,041,547

TASK ORDER No.03

PROFESSIONAL SERVICES (Professional Engineering Services)

THIS TASK ORDER FOR PROFESSIONAL SERVICES ("Task Order") is made on the day of _____, 2025, between the **Town of Ocean Ridge**, a Florida municipal corporation ("Town") and **Engenuity Group, Inc.**, a Florida corporation ("CONSULTANT").

1.0 Project Description:

The Town desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT's Proposal, dated 07/07/2025 and services are generally described as: Ocean Ridge Watermain Capital Plan-Phase 4 (the "Project").

2.0 Scope

Under this Task Order, the CONSULTANT will provide the Town with professional engineering services for the Project as specified in the **CONSULTANT's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within 180 calendar days from the Town's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a not to exceed amount of \$84,230. The attached proposal identifies all costs and expenses included in the not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Adam Swaney, P.E., phone (561-655-1151); email: aswaney@engenuitygroup.com; and, the Project Manager for the Town is Michelle Heiser, phone: 561-732-2635; email: mheiser@oceanridge.gov.

6.0 Progress Meetings

The CONSULTANT shall schedule periodic progress review meetings with the Town's Project Manager as necessary.

7.0 Authorization

This Task Order is issued pursuant to the Reinstated Professional Services Agreement (Professional Engineering Services) between the Town of Ocean Ridge and the CONSULTANT, dated February 3, 2025 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 03 as of the day and year set forth above.

TOWN OF OCEAN RIDGE

ATTEST:

By: _____
Michelle Heiser, Interim, Town Manager*
(*current authority is less than \$10,000.00
unless otherwise authorized by the Town
Commission)

By: _____
Kelly Avery, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy L. Goddeau, Town Attorney

CONSULTANT: ENGENUITY GROUP, INC.

By: _____
Adam Swaney

[Corporate Seal]

Print Name: Adam Swaney, P.E.

Title: Vice President

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 7 day of July, 2025, by Adam Swaney, P.E., as the Vice President [title] of ENGENUITY GROUP, 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 ENGENUITY GROUP, INC., to the same.

Nury L. Figueroa

Notary Public Signature

Notary Seal:



EXHIBIT 1

July 7, 2025

Michelle Heiser
Interim Town Manager
Town of Ocean Ridge
6450 N. Ocean Blvd
Ocean Ridge, FL 33435
(Via email: mheiser@oceanridge.gov)

C. ANDRE RAYMAN, P.S.M.

KEITH B. JACKSON, P.E.

LISA A. TROPEPE, P.E.

ADAM SWANEY, P.E., LEED AP

JENNIFER MALIN, P.S.M.

**Re: Professional Civil Engineering Services
Ocean Ridge Watermain Capital Plan
Phase 4 from Ocean Ave to Thompson Street
Potable Water Modeling Design & Permitting of a new Distribution System
Engenuity Group Project No. 00020.67.06**

Dear Ms. Heiser:

We are pleased to offer this proposal to render Professional Civil Engineering services in connection with the above referenced project (hereinafter called the 'Project').

This proposal is in accordance with our approved Professional Services Agreement between the Town of Ocean Ridge and Engenuity Group, Inc. (latest approved dated 02/03/2025).

Engenuity Group, Inc. will model the existing water distribution system to analyze the water flow needs and prepare a water distribution design and plan. This improvement will be located along North Ocean Blvd (S.R.A1A) from E. Ocean Avenue to Thompson Street which is approximately 2,585 linear feet and as depicted on the attached graphic highlighted in **red**.

See the attached **Exhibit A** for a specific list of items to be included.

Design & Specifications Fee: \$ 55,000

Modeling Analysis Fee: \$ 5,500

Permitting Fee: \$ 8,500

Bidding Assistance Fee: \$ 3,230

Total Engineering Fee: \$ 72,230

Additionally, Engenuity Group, Inc. will hire a Geotechnical Engineering firm who will provide soil borings for design and construction purposes.

Geotechnical Engineering Fee: \$ 12,000

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Adam Swaney', with a stylized flourish at the end.

Adam Swaney, P.E.
Director of Engineering

Approved by,

A handwritten signature in blue ink, appearing to read 'Lisa Tropepe', with a stylized flourish at the end.

Lisa Tropepe, P.E.
Vice President

**Authorization: Professional Civil Engineering Services
Ocean Ridge Watermain Capital Plan
Phase 4 from Ocean Ave to Thompson Street
Potable Water Modeling and Design of a new Distribution System
Engenuity Group Project No. 00020.67.06**

**By: _____
(Name & Title)**

Date: _____

**For: _____
(Name of Company)**

Contract Amount: \$ 84,230

Graphic

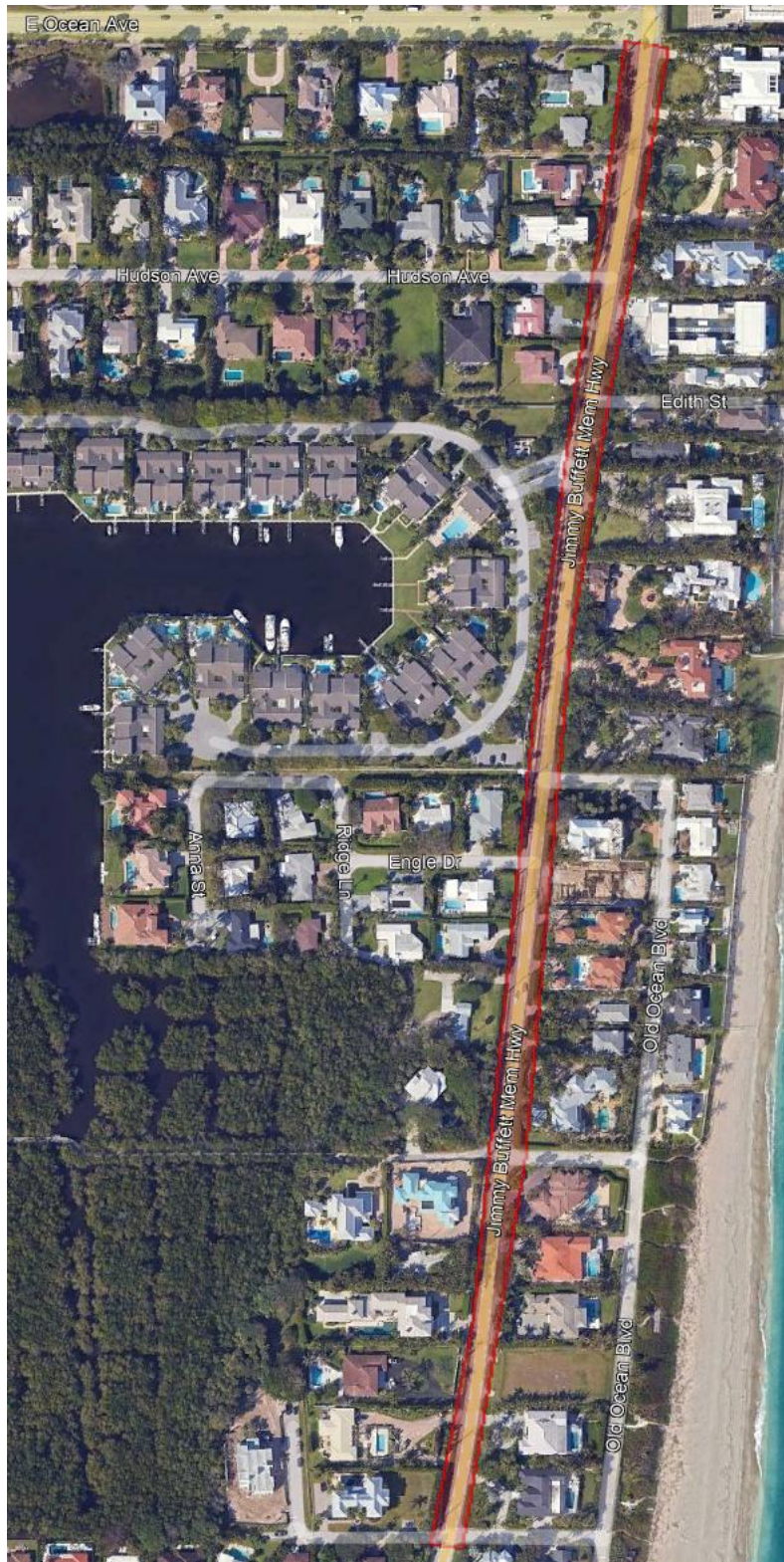


EXHIBIT “A”

OCEAN RIDGE WATERMAIN CAPITAL PLAN PHASE 4 NORTH OCEAN BLVD to THOMPSON STREET (A1A) TOWN OF OCEAN RIDGE, FL Engenuity Group Project No. 00020.67

ENGINEER’S SERVICES:

A1.01 Conceptual Plan and Modeling Analysis

- A. Meet with OWNER to define and clarify OWNER'S requirements/needs for the Project and available data.
- B. Research potential zoning build out possibilities to understand future demand for modeling inputs
- C. Evaluation and Coordination of existing and proposed water connection points.
- D. Input technical data and information for creation of a model to determine proper pipe size.
- E. Analyze and run water demand model scenarios utilizing WaterCAD/EPAnet software.

A1.02 Design Development

- A. Prepare initial drawings indicating the scope, extent and character of the water distribution system to be performed and furnished by the CONTRACTOR.
- B. Prepare Specifications and Details
- C. Attend up to two (2) coordination meetings.

A1.03 Construction Documents

- A. Prepare final drawings indicating the scope, extent, and character of the water distribution system to be performed and furnished by the CONTRACTOR.

- B. Prepare technical project manual specifications and coordinate with Town Attorney on contract documents for bidding. The project manual will be for review and approval by CLIENT, its legal counsel and other advisors, using contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid, and instructions to bidders provided by CLIENT in electronic form.
- C. Prepare a Pollution Prevention Plan.
- D. Prepare Engineer's Opinion of Cost for the overall civil site improvements.

A1.04 Permitting Phase Services

- A. Provide technical criteria, written descriptions, and design data for filing applications for permits from the following governmental authorities having jurisdiction to review or approve the design of the Project:
 - 1. Palm Beach County Health Department – Water Distribution Permit.
 - 2. City of Boynton Beach Utility Department
 - 3. Boynton Beach Fire Rescue
 - 4. NPDES Permit Application (NOI)
 - 5. Florida Department of Transportation (FDOT) Utility Permit
 - 6. FDOT Right-of-Way Permit

Normal and customary permitting activities are included in ENGINEER'S services. Responding to application review comments that require ENGINEER'S services that are not normal and customary are additional services that can be performed on an hourly basis upon authorization.

A1.05 Items to be furnished by OWNER:

- A. N/A

A1.06 This proposal does not include the following:

- A. The design of any major off-site roadway improvements.
- B. Reproduction of drawings and specifications for CONTRACTOR'S use during construction.
- C. Survey including platting and construction layout.

- D. Design of landscaping, irrigation, and lighting.
- E. Coordination of new or relocated electrical, gas, telephone, and TV services.
- F. Environmental Analysis or design including wetlands, uplands, or contamination.

A1.07 Bid Coordination

- A. Assist OWNER in obtaining and reviewing bids for the Work.

A1.08 Construction Phase Services- To Be Determined at a Later Date

Agenda: Monday, August 4, 2025
Memo: Item #15.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Scott McClure, Police Chief

Subject: Police Beach Low Speed Vehicle - Side by Side

The Police Department is requesting Commission approval to add to the Capital Improvement Plan (CIP) for Fiscal Budget Year 2026 the purchase of a new side-by-side off-road vehicle, fully equipped with emergency response equipment and a winch, at an estimated cost of \$18,000. To help offset the purchase cost, the department proposes to trade in an older ATV and the current side-by-side vehicle.

This equipment plays a critical role in supporting medical response on the beach, assisting federal agencies during incidents involving illegal boat landings, and maintaining mandated beach patrols and code enforcement activities. The existing side-by-side, now five years old with over 215 service hours, is showing signs of wear typical of prolonged exposure to marine conditions. Refurbishment is estimated to exceed half the cost of a new unit, making replacement the most fiscally responsible and operationally sound decision.

The addition of a new vehicle will ensure the continued reliability and safety of the department's off-road response capabilities. This item, if approved, will be added to the 5 year Capital Improvement Plan (CIP).

Staff recommends approval to add to the 5 year CIP, with funding being dedicated in Fiscal Year 2026 Capital Fund.

Suggested Motion: I move to approve adding it to the Capital Improvement Plan for Fiscal Year 2026.

Respectfully,
Scott McClure, Police Chief

Ocean Ridge Police Department

Inter-Office Memo

To: Town Commission

Via: Town Manager Michelle Heiser

From: Chief Scott McClure

Date: 6/6/2025

Expiration/Cancellation Date: N/A

Subject: Side by Side Vehicle

Dear Commissioners,

I respectfully seek your approval for the purchase of a new side by side vehicle, fully equipped with emergency equipment and a winch. The estimated cost is \$18,000.00. If approved, we would offset this cost by trading in an older ATV and side by side vehicle.

This addition is crucial to continuing our ability to assist medical personnel with injured people on the beach or to assist Federal Agencies with illegal boat landings. This addition is also essential for the continued effectiveness of our mandated beach patrols and enforcement of the town code upon our beaches.

Currently, we are operating a fleet of three off-road vehicles which includes our current five-year-old side by side vehicle, which is the subject of this request. This vehicle is our only side by side which has 215 hours of service and has begun to suffer from the normal wear and tear expected due to operations in a marine environment.

Replacement is the best course of action as I believe that refurbishment will exceed half of the replacement cost.

I appreciate your continued support of our department and respectfully request your approval to move forward with this necessary priority.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Scott McClure, Police Chief

Subject: Police Vehicle Request for Fiscal Year 2026 Budget

The Police Department is requesting Commission approval to add to the Capital Improvement Plan (CIP) for Fiscal Budget Year 2026 the purchase a fully equipped police patrol vehicle at an estimated cost of \$70,000. This strategic addition will support the long-term effectiveness and sustainability of the department's patrol fleet.

Currently, the department operates under a five-year lease agreement for four patrol vehicles and one unmarked detective vehicle, all from the same model year. With only two payments remaining, staff intends to conclude the lease early next year to avoid the operational and financial burden of replacing five vehicles simultaneously.

The addition of a new vehicle at this time is intended to improve fleet management by distributing workload more evenly across the department's resources. With officers operating on full 12-hour shifts, rotating the use of patrol vehicles will reduce excessive wear and tear on existing units, improve vehicle reliability, and extend their service life.

Proactively acquiring this vehicle now will allow for better planning, budgeting, and continuity of service in the years ahead. Approval of this request is recommended to enhance operational readiness and support the department's commitment to prudent fiscal management.

Staff recommends adding to the CIP Budget Plan for Fiscal Year 2026

Suggested Motion: I move to approve.

Respectfully,
Scott McClure, Police Chief

Ocean Ridge Police Department

Inter-Office Memo

To: Town Commission

Via: Town Manager Michelle Heiser

From: Chief Scott McClure

Date: 6/6/2025

Subject: Police Vehicle

Dear Commissioners,

I respectfully seek your approval for the purchase of a new police vehicle, fully equipped with emergency equipment, at an estimated cost of \$70,000.

This addition is essential for the continued effectiveness and longevity of our patrol fleet. An additional vehicle will help distribute operational demands more evenly, allowing each unit to receive rest during full 12-hour rotations. This strategic use will significantly reduce wear and tear on our line vehicles, extending their service life and reliability.

Currently, we are operating under a five-year lease for four patrol vehicles and one unmarked detective vehicle, all from the same model year. The lease costs \$56,691.18 annually and has two remaining payments. To avoid a situation where all vehicles reach the end of their service life simultaneously, we are planning to end the lease early next year. This proactive step will help us avoid the financial strain of replacing five vehicles at once.

Adding this vehicle now will provide greater flexibility and ensure smoother turnover of fleet assets in the coming years. I appreciate your consideration of this request in support of our department's operational readiness and fiscal responsibility.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Scott McClure, Police Chief

Subject: Motorola Flex CAD - Request to Add to Fiscal Year 2026 CIP Budget

The Police Department requests Commission approval to include the acquisition and implementation of the Motorola Flex public safety software suite in the Town's Fiscal Year 2026 Capital Improvement Plan (CIP). The proposed system includes Computer Aided Dispatch (CAD), Mobile CAD, and a Records Management System (RMS), all integrated on a cloud-hybrid platform. This solution is designed to streamline public safety operations, reduce redundancies, and improve officer efficiency.

Project Cost:

- **Initial Implementation (FY 2025–2026):** \$283,145 (includes setup, data migration, and training)
- **Annual Renewal Cost:** \$59,068 (predictable and sustainable)

Currently, the department operates two separate and non-integrated systems—CAD/Mobile CAD (Beacon Software Solutions) and RMS (Tracs Florida). The lack of system interoperability requires repeated manual data entry, increasing administrative burden, officer time off-patrol, and the likelihood of entry errors.

Motorola Flex will replace these with a single, fully integrated platform used by over 3,500 agencies nationwide. Key benefits include:

- Seamless data transfer between dispatch and records
- Reduced time spent on administrative tasks
- Customizable workflows and reporting tools
- Location tracking integration with handheld radios

- Enhanced data reliability and searchability

Importantly, the department is exploring a cost-saving collaboration with the neighboring Town of Manalapan, which is also considering Flex. Ocean Ridge could host the shared server, reducing the upfront investment for both municipalities.

This upgrade has been reviewed and unanimously recommended by the department's Command Staff and Dispatch leadership after evaluating multiple vendors. Motorola Flex's robust functionality, user-friendly design, and reputation for strong support make it the most effective and reliable long-term solution.

Staff recommends placing on Fiscal Year 2026 CIP Budget

Suggested Motion: I move to approve.

Respectfully,
Scott McClure, Police Chief

Ocean Ridge Police Department

Inter-Office Memo

To: Town Commission

Via: Town Manager Michelle Heiser

From: Chief Scott McClure

Date: 6/18/2025

Subject: Motorola Flex CAD, RMS, Mobile, Cloud Hybrid Features

Dear Commissioners,

I respectfully seek your approval for the purchase and implementation of a new integrated public safety software suite: Motorola's Flex Computer Aided Dispatch (CAD), Mobile CAD, and Records Management System (RMS). This platform is currently utilized by over 3,500 public safety agencies across 48 states and is designed to streamline operations, improve officer efficiency, and enhance inter-system communication.

Financial Overview:

- **Initial Investment (FY 2025–2026):** \$283,145.00
(Includes training, data migration, and hybrid-cloud storage setup)
- **Annual Renewal Cost (Ongoing):** \$59,068.00

While the upfront investment is higher due to one-time implementation costs, the ongoing expenses are considerably lower and predictable. The Manalapan Police Department is also interested in implementing this same software/hardware and the price may be lower as we have offered to host and maintain the server for both agencies.

Current Limitations:

We are currently operating two separate systems:

- **CAD and Mobile CAD:** Provided by Beacon Software Solutions

- **RMS:** Provided by Tracs Florida

These systems do not integrate. This lack of communication requires officers to re-enter the same data—such as names, license plates, and serial numbers—into multiple systems. This redundant process:

- Increases time spent on report writing
- Keeps officers off the road longer
- Introduces greater potential for data entry errors

Why Motorola Flex:

The Flex system offers a fully integrated solution. Information entered by dispatch in CAD automatically transfers to RMS, eliminating the need for duplicate entries. Additional benefits include:

- Seamless interconnectivity between CAD, Mobile CAD, and RMS
- High levels of customization, allowing us to tailor forms, fields, and reporting tools to meet our agency's specific needs
- Robust data search and retrieval functions
- A user-friendly interface built with input from agencies of all sizes
- Integration with handheld radios which map officer's locations on CAD

Vendor Reliability & Support:

Our current vendors, based in Ocala and Tallahassee offer limited support, primarily via remote sessions. Feedback from other agencies using these same providers indicates a shared concern over responsiveness and overall service quality.

In contrast, Motorola Flex has a strong track record of support and customer satisfaction. Agencies of comparable size, including Miami Shores and Sweetwater, report highly positive experiences with both implementation and ongoing service. This gives us confidence that Motorola Flex will be a long-term partner capable of evolving with our department's needs.

Recommendation:

After a thorough review of three competing vendors, our Command Staff, Dispatch Manager, and I unanimously recommend Motorola Flex as the best solution for our department. This system not only addresses the inefficiencies of our current setup but also positions us for improved service delivery and operational readiness in the years ahead.

We deeply appreciate your continued support and respectfully request approval to proceed with this essential upgrade.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Subject: Approval of Ordinance 2025-01 on Second Reading: An Ordinance Of The Town Of Ocean Ridge, Florida, Amending The Comprehensive Plan Of The Town Of Ocean Ridge With The 2025 Evaluation And Appraisal Report (EAR) Based Amendments; Providing For Recitals, Adoption, Conflicts, Repeal, Severability, Applicability, Transmittal, And An Effective Date

At the March 3, 2025 regular meeting, the Town Commission approved Ordinance 2025-01 on First Reading for Amending the Comprehensive Plan of the Town of Ocean Ridge with the 2025 Evaluation and Appraisal Report (EAR) Based Amendments, and approved transmitting those amendments to the Florida Department of Commerce, the Treasure Coast Regional Planning Council, and other review agencies as required by Florida Statutes.

The amendments were transmitted as approved by the Town Commission and on May 27, 2025, the Florida Department of Commerce issue their “Objections, Recommendations and Comments Report” (ORC Report, see attached). The ORC Report included two comments from the Department of Commerce, one comment from the Florida Department of Environmental Protection, and two comments from the Treasure Coast Regional Planning Council. Please note that “comments” are advisory in nature where “objections” are issues that must be addressed, and no “objections” were received.

Comments include the following and are attached in their entirety for consideration:

Florida Department of Commerce:

- Five-Year CIP should be included that identify all projects necessary to ensure that the adopted levels of service are achieved and maintained.
- Coordinate with FDEP and Treasure Coast Regional Planning Council to address their comments.

Florida Department of Environmental Protection:

- Include a section considering the feasibility of providing sanitary sewer services within a 10-year planning horizon.

Treasure Coast Regional Planning Council

- Change name of FDEO to Florida Dept of Commerce.
- Objectives and policies regarding historic properties may be of value in the future.

Staff recommends...Recommend that the Town Commission acknowledge the comments and move forward to the second reading of the ordinance and adopt the EAR as-is.

Suggested Motion: I move to...approve Ordinance 2025-01 on second reading and adopt the EAR as-is.

Respectfully,

TOWN OF OCEAN RIDGE, FLORIDA

2025 EAR-BASED AMENDMENTS

Data and Analysis Report



Prepared By:
Town of Ocean Ridge, Florida
PLACE Planning and Design, Inc. and
Land Research Management, Inc.

Adopted by Ocean Ridge Town Commission

TOWN OF OCEAN RIDGE, FLORIDA
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I. INTRODUCTION

The Ocean Ridge Evaluation and Appraisal Report (EAR) comprehensive plan amendments (2025 Plan) are submitted in response to the provisions of Section 163.3191, Florida Statutes (F.S.), which require that the planning program be an ongoing process.

In order to ensure the ongoing process, F.S. Section 163.3191(1) requires each local government to prepare a formal evaluation of its comprehensive plan every seven years and notify the state land planning agency of the results. The purpose of the evaluation is to identify amendments to the comprehensive plan necessary to reflect relevant changes in state requirements since the last update. In addition, local governments are encouraged to update comprehensive plans to reflect changed local conditions.

In response to F.S. Section 163.3101(1) requirements, the Ocean Ridge Evaluation and Appraisal Notification Letter (Notification) was submitted to the State Land Planning Agency on April 1, 2024 (Ref: Exhibit 1). The Town received confirmation of the Notification from the Florida Department of Commerce (FDC) in a letter dated April 2, 2024 (Ref: Exhibit 2).

The following principal 2025 Plan amendment categories are included in the EAR review process to meet state comprehensive planning requirements per the FDC confirmation letter and changed local conditions:

A. Notification Letter Comprehensive Planning Requirements.

1. Coordination with the Lower East Coast and Boynton Beach 10-Year Water Supply Plans (F.S. 163.3177 (4)(a).
2. Coordination with county and regional coastal management and resiliency programs.
3. Minor text amendments.

B. Additional Florida Statutes Based Amendments

1. Updates to the planning period and population projections.
2. Update of the data and analysis and related Objectives and Policies of 2025 Plan elements.

C. Changes in Local Conditions Amendments

1. Format revisions incorporated within the 2025 Plan.
2. Local issue amendments.

The following 2025 Plan revisions to the current adopted Comprehensive Plan (2019 Plan) are identified by underline (additions to current text) or ~~strikethrough~~ (deletions of current text) format.

II. NOTIFICATION LETTER AMENDMENTS

A. Coordination with the Lower East Coast and Boynton Beach 10-Year Water Supply Plans.

1. Support Documentation

The Town's Evaluation and Appraisal Notification Letter identified an update of the Town's 10-Year Water Supply Facilities Work Plan as an item to be completed.

The Town receives central potable water service from the City of Boynton Beach. Currently, both the 2009 Ocean Ridge, Florida Water Supply Facilities Work Plan and the 2008 City of Boynton Beach 10-Year Water Supply Facilities Work Plan (Boynton Beach 10-Year Plan) are incorporated within Element 4 of the 2019 Plan. The Boynton Beach 10-Year Plan was most recently updated in 2020. The next required update is in 2026. Projections of Town potable water demand will be included in the Boynton Beach 10-Year Plan.

Per the Florida Department of Economic Opportunity Division of Community Development Bureau of Community Planning document entitled: "A Guide to the Preparation of the Water Supply Facilities Work Plan", local governments with no water supply responsibility need only compile the following data and analysis:

"Population and Water Demand Projections for at least a 10-year period, and a discussion of reuse and conservation methods to reduce demand during the projection period".

Ocean Ridge included water use projections within its 2009 10-Year Water Supply Facilities Work Plan assuming a per capita consumption rate of 175 gallons per permanent resident per day commencing in 2013. Updated average daily consumption, using updated population projections and the assumed consumption rate are presented in Table 1.

Table 1
Town of Ocean Ridge Water Service Area
Boynton Beach Served Population and Potable Water Consumption Projections

Year	Resident Population Projection	Potable Water Demand (gpd)
2025	1,899	332,325
2035	1,964	343,700
2045	1,978	345,625

Source: Palm Beach County Planning Division population projections and 175 gallons per resident per day per Ocean Ridge Comprehensive Plan.

Per Section 6 of the Boynton Beach 10-Year Plan, implementation of water conservation practices such as rate structures, aquifer storage, use of water saving devices, recovery, reuse and education are key to maintaining the health and productivity of the Surficial and Floridan Aquifer systems. Promoting water conservation equipment, techniques and practices benefit customers economically and maintain a realistic water demand for utilities. Objective 1.3 of the Wastewater, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element of the 2025 Plan supports the Boynton Beach efforts to conserve water supply from the Surficial Aquifer, as follows:

Objective 1.3: The Town shall encourage water conservation through the installation of water-saving plumbing fixtures on new development and redevelopment.

Policy 1.3.1: ~~By 2013,~~ The Town shall investigate, evaluate and adopt any necessary building code plumbing provisions to achieve water conservation practices.

Policy 1.3.2: In its capital budgets, the Town shall evaluate and implement, when feasible, water conserving techniques within its facilities. These techniques may include drought-tolerant landscaping, rain sensors on irrigation systems and low-use plumbing devices.

2. 2025 Plan Amendments:

The following EAR-based amendments are incorporated in the Wastewater, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element:

Policy 1.3.3: In compliance with Chapter 163, Part II, F.S., the Town shall adopt continue to participate in the preparation of the Water Supply Facilities Work Plan ~~(attached)~~ by the City of Boynton Beach.

Policy 1.3.4: The Town's Water Supply Facilities Work Plan population and water demand projections and conservation policies shall be updated within 18 months after the South Florida Water Management Districts updates its Lower East Coast Regional Water Supply Plan.

Policy 1.3.5: The Town shall annually advise potable water users, during the dry season, to reduce usage for landscaping irrigation and to properly time irrigation activities.

Policy 1.3.6: The Town shall enforce all water use restrictions consistent with water shortage or water shortage emergency declarations in accordance with a South Florida Water Management Shortage Plan.

B. Coordination with county and regional coastal management and resiliency programs.

Ocean Ridge has continually participated with the County and Treasure Coast Regional Planning Council (TCRPC) in their coastal management and resiliency programs. To remain current, the following 2025 Plan revisions to the Coastal Management Element have been made:

Objective 1.2: Maintain the current estuarine protection policies by permitting no new private direct drainage outfalls into the Intracoastal Waterway. ~~Improve the water quality by outfall elimination and possible public sewer line extension.~~

Policy 1.4.2: Continue to use land use controls to prevent construction that impacts the dune and its vegetation system. Development applications for oceanfront properties shall provide a vegetative analysis, during the land development review process, of the existing dune and its vegetation.

Policy 1.4.3: The Town shall coordinate with local and state agencies to continue beach restoration and renourishment activities within the Town.

Policy 1.4.4: The Town shall coordinate with Palm Beach County to examine the possible impacts of shore protection structures, such as groins, revetments or seawalls on the Town's beaches.

Policy 2.1.7: ~~By the year 2022, the Town shall initiate a study or participate~~ Participate with local and regional governments in a regional governmental study ~~studies which will assist in evaluating to evaluate the Town's vulnerabilities to the effects of sea level rise. The study shall~~ studies should assist the Town in examining examine the following:

- a. Areas of the Town which experience periodic flooding;
- b. Identification of natural areas impacted by sea level change;
- c. Identification of infrastructure impacted by sea level change, including drainage systems within the Town.
- d. Evaluate the option to establish Adaptation Action Area(s) pursuant to Chapter 163.3164, Florida Statutes;
- e. Identify policies and land development regulations to be modified to address sea level change;
- f. Identify funding sources for infrastructure to address the impacts of sea level change;
- g. Identify seawall locations, lengths and heights; and
- h. Identify the Coastal Construction Control line and the structures impacted.

Objective 2.2: The Town shall continue to coordinate with the Palm Beach County Comprehensive Emergency Management Plan to achieve a post-disaster redevelopment plan. adjacent local governments, Palm Beach County, Treasure Coast Regional Planning Council, the State of Florida and the Federal Emergency Management Agency in preparing post-disaster redevelopment plans to reduce or eliminate the exposure of human life and public and private property to natural hazards.

Policy 2.2.1: The Town shall maintain a post-disaster redevelopment plan in concert with the Countywide Post Disaster Redevelopment Plan. Actively participate with Palm Beach County in the scheduled updates of the Local Mitigation Strategy, Community Emergency Management Plan, and Post Disaster Redevelopment Program. Incorporate appropriate recommendations from the updates within the Comprehensive Plan or other Town programs, as necessary.

Policy 2.2.3: Participate with the Treasure Coast Regional Planning Council and the Palm Beach County Public Safety Department and Division of Emergency Management to maintain an updated plan for emergency evacuation related to potential hurricane impact.

Policy 2.2.4: In the event of a disaster, provide for repair, relocation, or structural modification of damaged infrastructure and services, consistent with federal funding requirements. Priority shall be given to immediate clean-up actions, and the maintenance of critical municipal services.

Policy 2.2.5: Maintain and update a Flood Hazard and Property Protection Information page on the Town's website to keep residents and property owners informed regarding flood hazards, flood insurance, flood safety, property protection, and drainage system maintenance issues.

Policy 2.3.2: By the year 2022, the Town shall conduct a study or participate in a regional governmental study regarding the stormwater drainage systems within Town. Such study will identify areas of improvement where the system can be more efficient. The study should identify possible enhancements such as capital improvements, drainage system upgrades, development code modifications and possible adjustments to the finished floor elevations and the Town's master drainage plan.

C. Minor Text Amendments

Since the last EAR Comprehensive Plan amendments, the following 2025 Plan administrative revisions are necessary:

1. Metropolitan Planning Organization (MPO) changed to Palm Beach County Transportation Planning Agency (TPA)
2. Palm Beach Countywide Intergovernmental Coordination Program to Intergovernmental Plan Amendment Review Committee (IPARC)

III. ADDITIONAL FLORIDA STATUTES BASED AMENDMENTS

A. Planning Period Update and Population Projections

The Town's comprehensive plan must include a planning period for at least a ten-year period and population projections of at least 10 and 20-year periods. The 2020 Census population of Ocean Ridge was established at 1,830 residents. Future Town population generated by the Palm Beach County Planning Division, a professionally accepted source, is projected at 1,964 residents by 2035 and 1,978 residents by 2045.

B. 2025 Plan Data and Analysis Updates

Florida Statutes Chapter 163.3177(1)(f) requires the Comprehensive Plan to be based upon relevant and appropriate data and analysis. In this regard data and analysis has been updated in the 2025 Plan. In some cases, the data and analysis updates have resulted in revisions to the 2025 Plan Elements. The following is an element-by-element summary of the 2025 Plan data and analysis updates:

1. Future Land Use:

- a. Vacant land analysis. The amount of vacant land available for future development is inconsistent throughout the 2019 plan. A review of Palm Beach County Property Appraiser data and aerial photograph review indicates that remaining development potential is limited to 15 vacant single-family residential lots. This figure is now incorporated throughout the 2025 Plan.
- b. Population Projections. Table 1 Population Projections has been updated to incorporate 10 and 20-year populations projections.
- c. Historic Property Regulations. In meetings with Town staff, it was determined that there are no historic or archaeological sites in the Town. As a result, Objective 5 and related Policies have been deleted from the 2019 Plan.

2. Transportation:

- a. Update of Traffic Count Data. Traffic count data on Ocean Avenue, State Road A-1-A and East Woolbright Avenue have been updated using information provided by the Florida Department of Transportation. Updated information

indicates that the Town's Level-of-Service (LOS) standards have not been compromised by current traffic volumes.

3. Housing.

- a. Update of Demographics and Housing Data. Table 3 – 2022 Demographic Characteristics Analysis is added to the 2025 Plan, updating outdated Census data from 2010 and 2020. Table 3 also added Florida, as opposed to the United States, for comparison purposes. Updated Text using the data in Table 3 is also included in the 2025 Plan.

4. Wastewater, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge.

- a. Table 4 Infrastructure Needs Projections. Table 4 is revised in the 2025 Plan based upon the updated 10 and 20-year population projections update.
- b. Deletion of the Boynton Beach and Ocean Ridge 10-Year Water Supply Plans. The 2008 City of Boynton Beach 10-Year Water Supply Facilities Work Plan and the 2009 Town of Ocean Ridge Water Supply Facilities work Plan are currently fully included in the Town's 2019 Plan. The Boynton Beach 2008 Plan and the Town's 2009 Plan have been deleted from the 2025 Plan and replaced by the current requirements for municipalities with no water supply responsibility. Refer to Section II.A for a more detailed discussion.

5. Coastal Management. No data and analysis revisions are made.

6. Conservation Element. No data and analysis revisions are made.

7. Recreation and Open Space.

- a. Recreation and Open Space Update. Table 5 and Map 7 are added to the 2025 Plan updating, listing and locating recreation and conservation facilities in Ocean Ridge. The discussion of existing recreation and open space areas is updated to reflect the data presented in Table 5..

8. Intergovernmental Coordination. No data and analysis revisions are made.

9. Capital Improvements.

- a. Update of Level-of-Service Projections. Table 6 Level-of-Service Projection Summary is added to the 2025 Plan revising services demand based upon the updated 10 and 20-year population projections.

- b. Addition of Map 8 Flood Map. The current FEMA Map is included in the 2019 Plan.

C. 2025 Goals, Objectives and Policies Updates

Each Element of the 2019 Plan was reviewed and discussed with Town staff and consultants, the Local Planning Agency and Town Council. Each Element contains wording revisions to clarify meaning, intent and/or direction. Revisions are not repeated in this document; rather, they are highlighted in the 2025 Plan by underline (additions) and ~~striketthrough~~ (deletions) to the current text. However, major revisions which add new, or revised direction to existing policy, or address new issues in the 2025 Plan are summarized as follows:

1. Future Land Use:

- a. Delete Objective 5 and Policies 5.1 and 5.2:

~~Objective 5: Maintain historic property regulations that preserve historic houses or identify and preserve archaeological sites.~~

~~Policy 5.1: Maintain land Land development regulations to shall include provisions that assure special review of any renovation or demolition permit applications of any applicable historic structures in the Town.~~

~~Policy 5.2: Town staff shall work with the State Division of Historical Resources to locate archaeological sites (if possible) and assess their condition.~~

- b. Revise Objective 6:

Objective 6: Restrict development to 1,730 dwelling units. Development in the entire Town shall be controlled by uses, densities and intensities assigned by the Future Land Use Map and the land development code.

2. Transportation: No major revisions.

3. Housing.

- a. Revise Objective 1.4 and Policies 1.4.1 and 1.4.2:

Objective 1.4: Where feasible, accommodate a fair share of the County's group homes. Accommodate community residential homes subject to state requirements and manufactured modular housing concepts subject to compliance with the Town's land development regulaions

Policy 1.4.1: The Town shall continue to work with Palm Beach County and State regulatory agencies to a) permit group and foster care community

~~residential homes, per F.S. 419, of 6 residents or less in all residential districts if State HRS and Town site plan review standards are met, b) to permit manufactured or prefabricated modular housing that meets the building code and c) to enact multifamily zoning provisions that bring new construction within reach of moderate income households.~~

Policy 1.4.2: Modular housing prototypes shall be reviewed for consistency with the Town's character and land development regulations prior to accepting land development and building permit applications.

b. Delete Objective 1.5 and Policy 1.5.1:

~~Objective 1.5: Historic resources listed in the National Register of Historic Places shall be subject to all applicable Town, State and federal legislation.~~

~~Policy 1.5.1: Prior to designating any structure or archaeological site as significant and worthy of the protection, the Town Commission shall consider, but not be limited to, the following standards:~~

- ~~a. The significance of the site as a landmark;~~
- ~~b. The role of the site in the Town's history or archaeological past.~~

~~The Town shall encourage that these sites be maintained in their historic and/or archaeologically significant state, and not be significantly altered, threatened, or removed.~~

4. Wastewater, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge.

a. Revise Policy 1.2.3:

Policy 1.2.3: Potable Water. In cooperation with Boynton Beach, the Town's water distribution system shall provide the Town's population an average of 175 gallons of finished water per person per day. 200 gallons per person per day and shall be reduced to a Level of Service standard of 175 gallons per person per day by 2013. Prior to the issuance of a building permit, the Town shall confirm with the City of Boynton Beach that adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of the certificate of occupancy.

5. Coastal Management.

a. Revise Objective 1.2:

Objective 1.2: Maintain the current estuarine protection policies by permitting no new private direct drainage outfalls into the Intracoastal Waterway. ~~Improve the water quality by outfall elimination and possible public sewer line extension.~~

b. Delete Policy 2.3.2:

~~Policy 2.3.2: By the year 2022, the Town shall conduct a study or participate in a regional governmental study regarding the stormwater drainage systems within Town. Such study will identify areas of improvement where the system can be more efficient. The study should identify possible enhancements such as capital improvements, drainage system upgrades, development code modifications and possible adjustments to the finished floor elevations and the Town's master drainage plan.~~

6. Conservation Element. No major revisions.

7. Recreation and Open Space. No major revisions.

8. Intergovernmental Coordination.

a. Revise Policies 1.3.2 and 1.3.3:

Policy 1.3.2 The Town will work with the School District on population projections and school sitting in accordance with Section 163.3177(6)(h)(2) of the Florida Statutes.

Policy 1.3.3: The Town shall abide by, and participate in, the "Interlocal Agreement between the School Board of Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning", adopted by the Palm Beach County Board of County Commissioners through Resolution 2015-1864.

9. Capital Improvements.

a. Revise Policy 1.1.2:

Policy 1.1.2: Staff and engineering studies shall form the basis for the annual preparation of a five year and ten-year capital improvement program. The capital improvement program preparation shall be incorporated within the Town's annual budget process. Systematic renovation/replacement criteria shall be used in this process.

b. Revise Objective 1.6:

Objective 1.6: The Town shall adopt a Capital Improvements Program covering at least 5 and 10 fiscal years and shall adopt a Capital Budget on an annual basis as part of the Town's annual budgeting process.

c. Revise Policy 1.6.2:

Policy 1.6.2: The Schedule of Capital Improvements in Table 9A is hereby adopted as the Town's Five-Year Capital Improvement Plan.

Table 9A Town of Ocean Ridge Five-Year Schedule of Capital Improvements Plan					
Improvement	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
Maintenance of Town facilities	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Coconut Road Drainage improvements	\$500,000				

The Island Drive Bridge repair, the Inlet Cay Seawall repair and Coconut Road Drainage improvements are being funded through existing balance reserves. Funding for Maintenance activities is generated from the Town's General Operating Revenue. Funding Projected funding for capital projects are estimates. If additional Capital Improvement work is anticipated, the above Table 9A shall to be updated annually to reflect the planning, and available funding sources and amounts costs of such activities.

IV. CHANGES IN LOCAL CONDITIONS AMENDMENTS

The Town Staff, Local Planning Agency, and Town Commission conducted an extensive review of the 2019 Plan. These workshops resulted in 2024 Plan format amendments and local issue amendments.

A. 2025 Plan Format Revisions

1. Revised and replaced the Listing of Comprehensive Plan Elements

The Listing of Comprehensive Plan Elements (i.e. 2019 Plan Table of Contents) is replaced by a more formal Table of Contents which includes Element Titles, a List of Tables and a List of Maps, including page numbers.

2. Added table numbers and additional tables to the 2025 Plan Elements.

The 2019 Plan did not assign table numbers. The 2025 Plan has assigned a number to each table which can conveniently be located from the replaced Table of Contents.

The following tables are added to the 2025 Plan:

- a. Table 3 Demographic Characteristics Analysis.
- b. Table 5 Recreation and Open Space Facilities.

3. Added maps to the 2025 Plan Elements.

- a. Map 5 Coastal High Hazard Area.
- b. Map 6 Coastal Construction Control Line
- c. Map 7 Recreation and Open Space Facilities.
- d. Map 8 FEMA Flood Map.

B. 2025 Local Issue Amendments

1. Added Future Land Use Element Policy 6.2:

Policy 6.2 The Single Family Residential Future Land Use designation shall have a maximum density of three dwelling units per acre. The Multiple Family Medium Density Residential Future Land Use designation shall have a maximum density of 5 dwelling units per acre. The Multiple Family High Density Residential Future Land Use designation shall have a maximum density of 10 dwelling units per acre.

- 2. Map 1 2035 Future Land Use is revised to indicate two Multiple-Family Residential Land Use categories and their locations (Refer to Exhibit 4).
- 3. Map 1 2035 Future Land Use Map additional revisions (Refer to Exhibit 4).

The Town's 2029 Future Land Use Map assigns Single Family (SF) designations to three parcels which are assigned a Preservation/Conservation (PC) zoning designation. Each of the three parcels is owned by a government entity (i.e. Ocean Ridge or Palm Beach County). To attain consistency between the two maps, the

2029 Future Land Use Map is revised to assign Preservation/Conservation (PC)
Future Land Use designations to each parcel.

**V. SUMMARY OF REVIEW AGENCY COMMENTS AND STAFF
RESPONSES** (Reserved until receipt of the Objections Recommendations and
Comments response from the Florida Department of Commerce).

EXHIBIT 1
OCEAN RIDGE EVALUATION AND APPRAISAL NOTIFICATION

TOWN OF OCEAN RIDGE
6450 NORTH OCEAN BOULEVARD
OCEAN RIDGE, FLORIDA 33435
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(561) 732-2635 ♦ FAX (561) 734-7031

LYNNE LADNER
TOWN MANAGER &
FINANCE DIRECTOR

KELLY AVERY
TOWN CLERK



MAYOR
GEOFF PUGH

VICE MAYOR
STEVE COZ

COMMISSIONERS
AINAR AIJALA
CAROLYN CASSIDY
DAVE HUTCHINS

April 1, 2024

Barbara Powell, Deputy Bureau Chief
Bureau of Community Planning and Growth
State Land Planning Agency
Caldwell Building
107 East Madison Street MSC-160
Tallahassee, Florida 32399-4120

Re: Submittal of Evaluation and Appraisal Notification for the Town of Ocean Ridge (Palm Beach County).

Dear Ms. Powell:

Pursuant to the requirements of F.S. 163.3191(1), please accept this letter as the Evaluation and Appraisal Notification (Notification) for the Town of Ocean Ridge, Palm Beach County. In completing the Notification, the Town has researched changes in state comprehensive planning requirements since the date of the adoption of the Comprehensive Plan.

Based upon the Town's research into the matter, the principal amendments necessary to reflect updated state comprehensive planning requirements are those included in F.S. 163.3177 (5)(a) (update of the population projections and planning period), F.S. 163.3177 (6)(i)(1) addition of a Property Rights Element, and F.S. 163.3177(3)(b) (update of the 5-Year Capital Improvements Plan).

In addition to a review of updated state requirements, the Town has determined that the Comprehensive Plan requires the following additional analyses to appropriately reflect current conditions:

1. Coordination with the Lower East Coast and Boynton Beach 10-year Water Supply Plan.
2. Coordination with county and regional coastal management and resiliency programs.
3. Editing statutory and administrative code references in the Comprehensive Plan; and
4. Additional issues that arise during the preparation of the EAR amendments.

The Town will review the above items and transmit appropriate Comprehensive Plan amendments to the State Land Planning Agency.

TOWN OF OCEAN RIDGE
6450 NORTH OCEAN BOULEVARD
OCEAN RIDGE, FLORIDA 33435
www.oceanridgeflorida.com
(561) 732-2635 ♦ FAX (561) 734-7031

LYNNE LADNER
TOWN MANAGER &
FINANCE DIRECTOR

KELLY AVERY
TOWN CLERK



MAYOR
GEOFF PUGH

VICE MAYOR
STEVE COZ

COMMISSIONERS
AINAR AIJALA
CAROLYN CASSIDY
DAVE HUTCHINS

Any questions regarding this submittal may be addressed to:

Lynne Ladner
Town Manager
Town of Ocean Ridge
6450 N. Ocean Blvd.
Ocean Ridge, FL 33435

Tel: (561) 732-2635
E-Mail: lladner@oceanridgeflorida.com

Respectfully submitted,

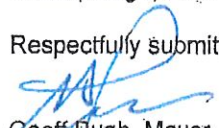

Geoff Pugh, Mayor
Town of Ocean Ridge

EXHIBIT 2
FLORIDA DEPARTMENT OF COMMERCE
CONFIRMATION LETTER

April 2, 2024

RESPONSE VIA E-MAIL ONLY

Ms. Lynne Ladner
Town Manager
Town of Ocean Ridge
6450 N. Ocean Blvd
Ocean Ridge, Florida 33435

Subject: Ocean Ridge Evaluation and Appraisal Notification Letter

Dear Ms. Ladner:

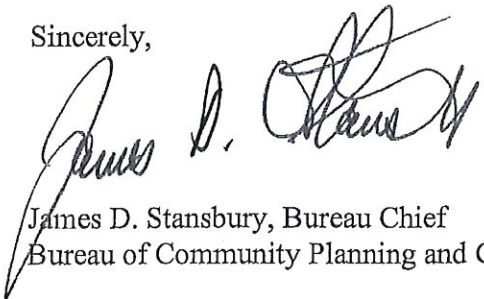
This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter, which was due on April 1, 2024 and received by the Department on April 2, 2024.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to the Department by April 4, 2025, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes (F.S.). The amendments are subject to the **State Coordinated Review Process** as outlined in Section 163.3184(4), Florida Statutes. Please also be aware that Section 163.3191, F.S. was amended to read in **part** “updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle.”

Yazmin Valdez of the Department's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (850)717-8524.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendment, please contact Donna Harris, Plan Processor, at (850)717-8491 or by email at Donna.Harris@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Bureau Chief
Bureau of Community Planning and Growth

JDS/dh

EXHIBIT 3

2025 EAR AMENDMENTS WORKSHOPS AND MEETINGS SCHEDULE

Kick-off Meeting with Town Staff: February 6, 2024

Attendees: Town Manager, Town Clerk, Town Attorney, Town Engineer, Police Chief, Building Official, Zoning Official.

Items Discussed:

- Discussed the process including the April 1, 2024 deadline for the letter to DEO, and that they have 1 month to reply. The EAR would start in June and the actual amendments would follow to conclude 1 year after the letter.
- Discussed removing the water supply plan from the Goals, Objectives and Policies, and Lynne mentioned that she would be meeting with the City of Boynton Beach to go over the agreement for service.
- For updating population projections, we would propose to use the projections from PB County and the planning period for the plan would correspond to those projections which are 10 years through 2025.
- We would propose amendments to include non-substantive changes such as the name change from the MPO to the TPA.
- Discussed public hearings and outreach and that the hearing with the Planning & Zoning Board, serving as the LPA, could also be one of the public outreach meetings.
- Discuss pathways and that we could consider a policy encouraging FDOT to provide bike pathways.
- Discussed the notation in the current plan regarding the undeveloped lots in the community, and Lynne will provide a list of those vacant lots which are mostly along Hudson, Ocean and Coconut, and are wetland/mangrove areas.
- Discussed that rather than vacant multifamily there are possible redevelopment opportunities in the multifamily areas.
- We would propose to utilize the traffic counts from PB County and FDOT, and that we need to ensure that future projections are accurate and consider new development that is planned for the Boynton Beach area which may impact Ocean Ridge.
- The community is served by on-site septic systems including multifamily, and that although installation of a central collection system has been discussed, it is still in discussion.
- Regarding affordable housing we discussed that the community built out with little opportunity for affordable housing.

- We would propose to utilize the county's and Treasure Coast RPC's work on coastal management as a basis for updating the Town Coastal Management Element, utilize existing plans and programs where possible.
- Discussed possibly update policies regarding wetland and mangrove preservation, and possibly contact Christine De Haseth in the community because of her work in resiliency.

Meeting: August 13, 2024

Attendees: Town Manager, Town Clerk, Town Engineer

Items Discussed:

Reviewed draft changes to each element based on input at kick-off meeting, required changes etc.

Meeting: October 8, 2024

Attendees: Town Manager, Town Clerk, Town Engineer

Items Discussed:

Reviewed revised changes based on meeting of August 13.

Meeting: October 15, 2024 meeting of the Planning & Zoning Board (Local Planning Agency)

Items Discussed:

Introduced the board members to the Comprehensive Plan required updates, and process and let them know that they would be reviewing the potential amendments at their next regular meeting.

Meeting: November 19, 2024 meeting of the Planning & Zoning Board (Local Planning Agency)

Items Discussed:

Workshop Discussion on the Comprehensive Plan updates to each element, discussed revisions to the maps, the data and analysis, and goals, objectives and policies. Discussed required statutory changes, received public input on possibly adding a medium density land use designation.

Meeting: December 17, 2024 meeting of the Planning & Zoning Board (Local Planning Agency)

Items Discussed:

Workshop Discussion on the Comprehensive Plan updates including the water supply plan and agreement between the City of Boynton Beach and the Town, discussed the possibility of adding high-density and medium density.

Meeting: January 21, 2025 meeting of the Planning & Zoning Board (Local Planning Agency, LPA)

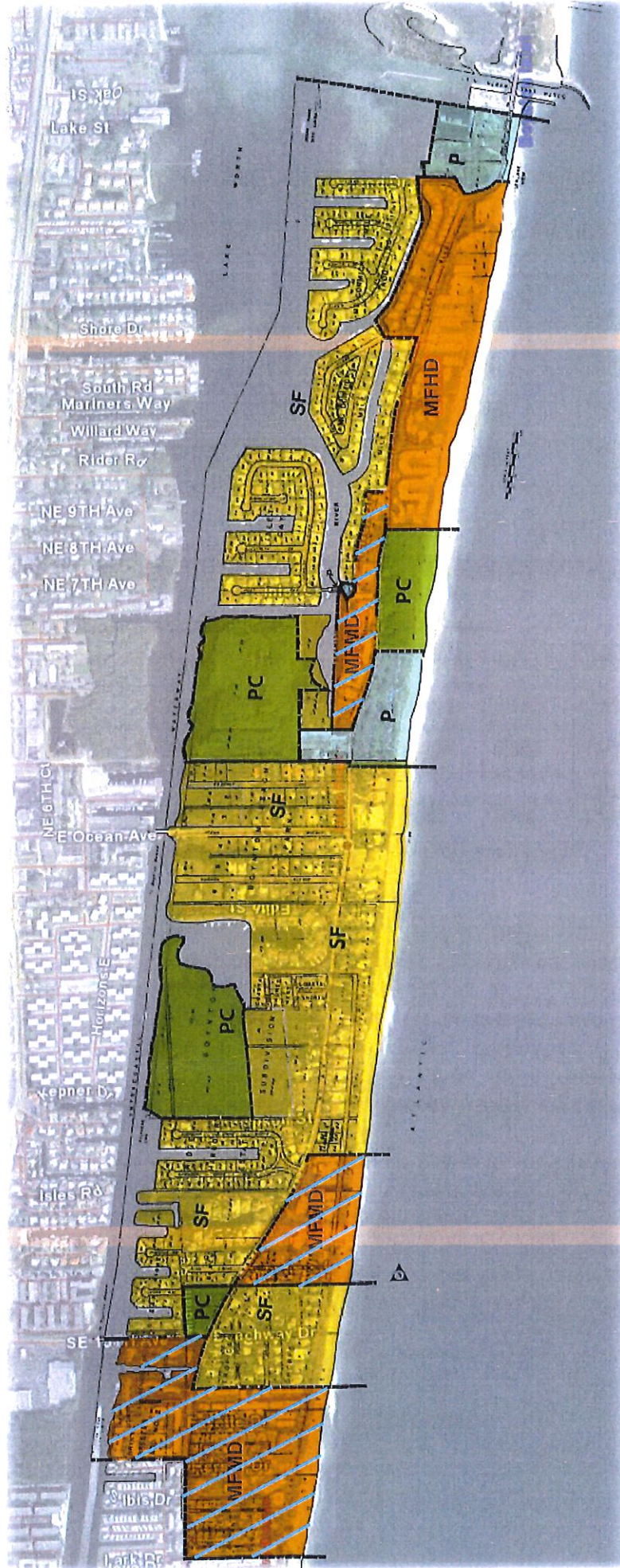
Items Discussed:

Hearing by the LPA on the comprehensive plan amendments, recommendation by the LPA to the Town Commission for approval.

EXHIBIT 4
2035 Future Land Use Map

Town of Ocean Ridge Florida

Map 1 - 2035 Future Land Use Map



LEGEND

- SF - SINGLE FAMILY RESIDENTIAL - up to 3 du/ac
- P - PUBLIC
- PC - PRESERVATION/CONSERVATION
- MFMD - MULTIPLE FAMILY MEDIUM DENSITY - up to 5 du/ac
- MFHD - MULTIPLE FAMILY HIGH DENSITY - up to 10 du/ac



1 - 9

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE TOWN OF OCEAN RIDGE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF OCEAN RIDGE WITH THE 2025 EVALUATION AND APPRAISAL REVIEW (EAR) BASED AMENDMENTS; PROVIDING FOR RECITALS, ADOPTION, CONFLICTS, REPEAL, SEVERABILITY, APPLICABILITY, TRANSMITTAL, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature intends that local planning be a continuous process and Chapter 163, Part II, Florida Statutes, requires local governments to comprehensively evaluate and, as necessary, update comprehensive plans to reflect changes in local conditions and Florida law; and

WHEREAS, Section 163.3161-163.3215, Florida Statutes, empowers and requires the Town Commission of the Town of Ocean Ridge to prepare, implement, and enforce the Comprehensive Plan and Land Development Regulations for the regulation of development within the Town; and

WHEREAS, the Town has adopted the Town of Ocean Ridge's Comprehensive Plan; and

WHEREAS, Sections 163.3184 and 163.3191, Florida Statutes, provide for the amendment of the Comprehensive Plan to implement the recommendations of the Evaluation and Appraisal Report ("EAR-Based Amendments"); and

WHEREAS, in accordance with section 163.3191, Florida Statutes, the Town sent an Evaluation and Appraisal Notification Letter to the State Land Planning Agency on April 1, 2024, which indicated that the EAR-Based Amendments were necessary to address changes in current conditions and Florida law; and

WHEREAS, the Town of Ocean Ridge Planning and Zoning Commission held a public workshop on the draft 2025 EAR-Based Amendments on November 19, 2024 and December 17, 2024, which included public participation, and provided comments to Town staff and its consultants on the draft 2025 EAR-Based Amendments; and

WHEREAS, on January 21, 2025, the Planning & Zoning Commission, sitting as the Local Planning Agency, held an advertised public hearing on the proposed 2025 EAR-Based Amendments, which included public participation, and recommended approval of the proposed 2025 Ear-Based Amendments to the Town Commission; and

WHEREAS, the Town Commission held an advertised public hearing on **March 3, 2025**, provided for public comment and public participation in accordance with the requirements of Florida law, to transmit the proposed 2025 EAR-Based Amendments to the State Land Planning Agency and Reviewing Agencies as defined in Section 163.3184, Florida Statutes, for review and comment; and

WHEREAS, on May 27, 2025, the State Land Planning Agency issued its Objections, Recommendations, and Comments (ORC) report; and

WHEREAS, the Town Commission has reviewed and addressed the State Land Planning Agency's issued ORC report, and held a second advertised public hearing while providing for comments and public participation; and

WHEREAS, the Town Commission has reviewed the proposed 2025 EAR-Based Amendments, held an advertised public hearing on March 3, 2025, while providing for comments and public participation and approved the adoption and transmittal of the EAR-Based Amendments to the State Land Planning Agency for a compliance review; and,

WHEREAS, the Town Commission finds that the adoption of the proposed 2025 EAR-Based Amendments attached hereto and incorporated herein as **Composite Exhibit "A"** is in the best interests of the public health, safety and welfare of the Town of Ocean Ridge, its residents, visitors, and guests, and serves a valid public purpose.

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

Section 1. Recitals. The foregoing recitals are incorporated in this Ordinances as true and correct statements and findings of the Town Commission of the Town of Ocean Ridge.

Section 2. Adoption of the Amendments. The Town Commission of the Town of Ocean Ridge, Florida, hereby amends the Town's Comprehensive Plan with the adoption of the proposed 2025 EAR-Based Amendments, which are attached hereto and incorporated herein in as **Composite Exhibit "A"** to respond to current local conditions, changes to Florida law, and public participation. Composite Exhibit "A" includes a version of the 2025 EAR-Based Amendments showing changes (additions and deletions) to the Town's existing Comprehensive Plan, which changes will be incorporated on the Effective Date of this Ordinance into a clean version of the Comprehensive Plan for purposes of future use. **Composite Exhibit "A"** also includes the Data Inventory and Analysis which is adopted as part of this Ordinance, but which not be codified in the clean version of the Comprehensive Plan.

Section 3. Repeal of Conflicting Ordinances. All ordinances, resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 4. 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 5. Applicability. This Ordinance shall be effective within the corporate limits of the Village of Palm Springs, Florida.

Section 6. Transmittal to all Appropriate Agencies. The Clerk is hereby directed forthwith to send a certified copy of this Ordinance to the Reviewing Agencies as defined in section 163.3184(1)(c), Florida Statutes.

Section 7. Transmittal to the State Land Planning Agency. The Clerk shall send a copy of this Ordinance to Florida Department of Commerce, Community Planning and Development Programs.

Section 8. Effective Date. The effective date of the 2025 EAR-Based Amendments shall be in accordance with Section 163.3184, Florida Statutes; however, not later than thirty-one (31) days after the State Land Planning Agency (Department of Commerce) has received the completed EAR-Based Amendments package. No development order, development permits, or land uses dependent on the EAR-Based Amendments may be issued or commenced before the EAR-Based Amendments have become effective.

FIRST READING this 3rd day of March, 2025.

SECOND AND FINAL READING this ____ day of _____, 2025.

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 _____, 2025.

ATTEST: TOWN OF OCEAN RIDGE, FLORIDA

BY: _____ BY: _____
Kelly Avery, Town Clerk Geoff Pugh, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Christy Goddeau, Town Attorney

Composite Exhibit “A”

TOWN OF OCEAN RIDGE, FLORIDA 2025 EAR-BASED AMENDMENTS TO ADOPTED COMPREHENSIVE PLAN



**Prepared By:
Town of Ocean Ridge, Florida
PLACE Planning and Design, Inc., Planning Consultant**

Adopted by Ocean Ridge Town Commission

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Future Land Use Element

DATA AND ANALYSIS UPDATE

The Town of Ocean Ridge is a small residential community located in the southern portion of Palm Beach County, east of Boynton Beach. It is approximately 635.6 acres in size and located entirely on the barrier island, bordered by the Atlantic Ocean to the east and the Intracoastal Waterway to the west. To the north is unincorporated land under county jurisdiction. This land is primarily used as a water access park to the Boynton Inlet (aka Lake Worth Inlet), located just to the north of the Town. This Inlet is not within the jurisdiction of Ocean Ridge but is considered to have a major impact on and is a key characteristic ~~for~~ of the Town.

To the south of Ocean Ridge is the Town of Briny Breezes, which consists almost entirely of a single mobile home park. South of Briny Breezes is a similar small town to Ocean Ridge, known as Gulf Stream. These old Florida residential municipalities form a string of small residential pearls between the large cities of Boynton Beach and Delray Beach.

Ocean Ridge is a beach-oriented town characterized primarily by single family homes with lush, well-maintained landscaping and extensive outdoor recreational opportunities. There are also Intracoastal and beachfront condominiums, and cooperative ~~a few~~ multi-family buildings scattered throughout the Town. There are ~~very little few~~ commercial improvements left in Town.

Although early houses were typically mansions, especially those with frontage on the ocean, today the town is extensively subdivided, with fewer large mansions and more moderate sized, distinguished homes. The majority of the town grew as subdivisions between the Atlantic Ocean and the Intracoastal Waterway. In an effort to maintain a tranquil setting, commercial and industrial uses ~~have been prohibited~~ are not permitted. There are 15 vacant lots that remain throughout the town that are designated for single family housing.

The Town has four Future Land Use designations: Single Family Residential, Multiple Family Residential, Public and Preservation/Conservation. There are no Industrial or Commercial Future Land Use designations within the Town. The Single Family Residential Future Land Use designation has a maximum density of three dwelling units per acre. The Multiple Family Residential Future Land Use designation has a maximum density of 10 dwelling units per acre.

Although there are no designated areas for Industrial or Commercial uses, the Town is located within Palm Beach County's Urban Service Boundary and all dwelling units within the town are within two miles of commercial or industrial uses. Many of the homes ~~of~~ are less than one mile from these uses. Sidewalks connect the Town's neighborhoods with the adjacent non-residential land uses. This proximity and option for alternative transportation provides for energy conservation and lower greenhouse gas emissions.

There has been little change in Ocean Ridge since the adoption of the original Comprehensive Plan. The stability of the Town is primarily due to its near built-out status, small size and water-locked location. Since the great majority of the land is built-out, the primary concern for the Town is redevelopment. The ~~current~~ permanent resident population estimate per the ~~2010-2020~~ census for the Town was ~~1,786~~ 1,830 persons. Housing status, economic and social conditions, the provision of essential utilities and services, and the financial feasibility of accommodating the limited growth potential ~~has~~ have incurred minimal change since the 1989 Comprehensive Plan was adopted.

~~The future population~~ Population projections for the Town used the methodology and studies undertaken by the Shimberg Center for Affordable Housing, Rinker School of Building Construction, College of Design, Construction and Planning at the University of Florida. ~~are prepared by the Palm Beach County Planning Division for planning programs throughout the county.~~

Two planning periods are required by Florida Statutes: 10-years and 20-years. Population growth during the 2025 to 2035 period is projected at 65 residents. Population growth during the 2035 to 2045 period is projected at 14 residents.

Table 1 - Population Projections

	2020 <u>2010</u>	2025 <u>2016</u>	2030 <u>2020</u>	2035 <u>2025</u>	2040 <u>2030</u>	2045 <u>2035</u>	Delete <u>Column</u> <u>2040</u>
Population Projection	<u>1,830</u> 1,786	<u>1,899</u> 1,780	<u>1,932</u> 1,808	<u>1,964</u> 1,837	<u>1,972</u> 1,851	<u>1,978</u> 1,845	<u>1,857</u>

Source: ~~U.S. Census, Shimberg Center, University of Florida~~ Palm Beach County Planning Division 2024.

Future Land Use Element

GOALS, OBJECTIVES, & POLICIES

GOAL: PROTECT AND ENHANCE THE RESIDENTIAL CHARACTER AND NATURAL ENVIRONMENT OF OCEAN RIDGE.

Objective 1: Restrict future development to vacant and upland parcels that have package sewer service or that have soil characteristics capable of supporting septic systems.

Policy 1.1: ~~Arrange the future land use map so that all significant Single Family Residential, Multiple Family Residential, and Public land uses shall occur development occurs on upland parcels, as shown on Map 1 2035 Future Land Use and so that wetland Wetland areas are shall be designated for Preservation/Conservation use. Significant development shall include but not be limited to buildings, parking lots and thoroughfares.~~

Policy 1.2: ~~Enforce development code regulations that require~~ Require the demonstration of adequate on-site sewage disposal capabilities prior to issuance of development permits. Capabilities may include: 1) soil conditions suitable for anticipated septic tank loads; and/or 2) package treatment facilities.

Policy 1.3: ~~Enforce developmental code regulations that permit~~ Permit new development to proceed only when it can be connected to central water service.

Policy 1.4: ~~Enforce development code regulations that require~~ Require installation of easily accessible sewer system connections for future use should public sewer facilities become available in Ocean Ridge.

Policy 1.5: The Town shall retain those tracts designated Preservation/Conservation which are now in its ownership.

Policy 1.6: ~~Enforce development code regulations that prohibit~~ Prohibit the issuance of development orders and permits which would result in a level-of-service for any public facility below the level established in this comprehensive plan.

Objective 2: Achieve the rehabilitation or removal of unsound and poorly maintained structures wherever they occur in Ocean Ridge.

Policy 2.1: ~~Enforce development code regulations that require~~ Require buildings and structures to be maintained in sound condition or razed.

Policy 2.2: Adopt Town administrative policies which ensure that unsound buildings, should any exist, will be identified and then razed or rehabilitated in accordance with development code regulations enacted pursuant to Policy 2.1.

Objective 3: Eliminate all existing uses which are inconsistent with the character of Ocean Ridge and prevent such uses from being established in the future.

Policy 3.1: Maintain the future land use map so that agriculture, commercial and industrial uses are not permitted in Ocean Ridge. The Town Commission of Ocean Ridge has determined these uses to be incompatible with the Town's existing and desired future residential character.

Policy 3.2: ~~Maintain development code regulations that require~~ Require, after a period of amortization, the removal of all hotels, motels, or other commercial uses.

Policy 3.3: ~~Enforce development~~ Development code regulations ~~which shall~~ address the location and extent of residential, public, preservation/conservation and park uses in accordance with the future land use map.

Policy 3.4: ~~Enforce development code regulations that prohibit~~ Prohibit agricultural, commercial, and industrial land uses in accordance with the future land use map. The Town Commission of Ocean Ridge has determined these uses to be incompatible with the Town's existing and desired future residential character.

Objective 4: Perpetually maintain or improve the current quality and extent of existing natural resources as identified in the coastal management and conservation elements of this plan.

Policy 4.1: Land containing flora and fauna that are endangered, threatened, or of special concern designated by federal, state or county agencies shall be identified by the applicant during the development review process.

Policy 4.2: ~~Enforce development code regulations that limit~~ Limit development of areas designated on the future land use map as Preservation/Conservation in accordance with ~~the section of this land use element entitled "Future Land Use Categories."~~ Objectives 6 and 7.

Policy 4.3: ~~Enforce development code regulations that protect~~ Protect potable water well fields and prime aquifer recharge areas, should any be established, from adverse impacts of development.

Policy 4.4: Applications for development permits in V1 through V30 floodplains as designated by the Federal Emergency Management Agency shall be approved only if significant alteration of the functions of the flood plain will not occur and if the proposed development is consistent with the performance standards regulating development.

Policy 4.5: ~~Enforce development code regulations that require~~ Require on-site runoff management facilities sufficient to ensure that post development runoff rates, volumes and pollutant load will not exceed pre-development conditions.

Policy 4.6: ~~Enforce development code regulations that prohibit~~ Prohibit extraction of natural resources.

Policy 4.7: ~~Enforce development code regulations that require~~ Define and require reasonable environmental protections attendant to all development adjacent to water bodies and Preservation/Conservation areas, including an environmental report requirement.

Objective 5: Maintain historic property regulations that preserve historic houses or identify and preserve archaeological sites.

Policy 5.1: Maintain land ~~Land~~ development regulations to ~~shall~~ include provisions that assure special review of any renovation or demolition permit applications of any applicable historic structures in the Town.

Policy 5.2: Town staff shall work with the State Division of Historical Resources to locate archaeological sites (if possible) and assess their condition.

Objective 6: Restrict development to 1,730 dwelling units. Development in the entire Town shall be controlled by uses, densities and intensities assigned by the Future Land Use Map and the land development code.

Policy 6.1: Arrange the future land use map so that the number of dwelling units (excluding hotels) in Ocean Ridge will not exceed 1,730.

Policy 6.2: ~~Enforce development code regulations that limit development in areas designated on the Future Land Use Map as single-family residential and medium density multiple family residential in accordance with the section of this land use element entitled "Future Land Use Categories."~~

Policy ~~6.3~~ 6.1: Future land use within the Town shall be depicted within four land use categories. These categories are: Single Family Residential, Multiple Family High Density Residential, Multiple Family Medium Density Residential, Public and Preservation/Conservation. ~~The Single Family Residential Future Land Use designation shall have a maximum density of three dwelling units per acre. The Multiple Family Residential Future Land Use designation shall have a maximum density of 10 dwelling units per acre.~~

Policy 6.2 The Single Family Residential Future Land Use designation shall have a maximum density of three dwelling units per acre. The Multiple Family Medium Density Residential Future Land Use designation shall have a maximum density of 5 dwelling units per acre. The

Multiple Family High Density Residential Future Land Use designation shall have a maximum density of 10 dwelling units per acre.

Policy 6.3: The development code shall include zoning districts and specific standards per Objective 9 necessary to direct development activity in each of the future land use categories.

Objective 7: ~~Allow without unnecessary delay the maximum amount of development within each of the future land use categories permitted by the Future Land Use Map and provided that such development is consistent with the goals and other objectives of this plan. For the purposes of this objective, such development is defined as that which is permitted by the future land use map.~~

Policy 7.1: Arrange the future land use map to accommodate the maximum amount of residential development consistent with the goals and other objectives of this plan.

Policy ~~7.2~~ 7.1: ~~Enact and enforce Land development code regulations that shall address the locations and extent of residential, recreational, conservation, education and public land uses in accordance with the future land use map and the policies and descriptions of including specific types, sizes, densities, and intensities of land contained in this element. development.~~

Policy ~~7.3~~ 7.2: Continue policies that require the Town administrative and building officials to process all applications for development permits and orders in a timely manner, if consistent with the ~~this plan and the development~~ code. This policy is intended to facilitate development, but it shall not be interpreted to encourage or permit short cuts in the development review process or to permit or encourage any development or use of land in a manner inconsistent with this plan or the Town's Code or other applicable regulations.

Objective 8: If any new streets are constructed, use the development code to achieve adequate rights-of-way and other easements for the underground installation, where possible, of utility lines including electric, telecommunications, water and sewer lines.

Policy 8.1: ~~Enforce development code regulations which require~~ Require that rights-of-way on all newly platted streets be adequate to accommodate utility lines.

Policy 8.2: ~~Enforce development code regulations which require~~ Require that easements be designated within private property when such easements are necessary to the provision of utility lines.

Objective 9: Manage future growth and development through the utilization of innovative development code regulations which implement this plan.

Policy 9.1: Maintain the development code to contain specific and detailed regulations that implement this Comprehensive Plan, and:

- Regulate the development of land in accordance with the arrangement of land use categories articulated ~~in~~ **on** the future land use map;
- Regulate the land use categories of this plan in accordance with the sections of this land use element entitled “Future Land Use Categories,”
- Regulate the subdivision of land:
- Regulate signage;
- Regulate development of areas subject to seasonal or periodic flooding and require provision of drainage and stormwater management;
- Specifically, prohibit the issuance of development orders and permits which would result in a level of service for any public facility below the level adopted in this *Comprehensive Plan*;
- Require on-site runoff management facilities sufficient to ensure that post-development runoff rates, volumes and pollutant loads will not exceed pre-development conditions;
- Require the provision of on-site open space ~~for all development~~ and on-site buffering where different types of development are adjacent;
- Require the provision of on-site facilities which ensure safe and convenient traffic flow and vehicle parking needs;
- Protect potable water wellfields and aquifer recharge areas, should any ever be established, from adverse impacts of development; and
- Protect environmentally sensitive land (particularly conservation areas) from the adverse impacts of development.

~~Policy 9.2: Enforce development code regulations that address the location and extent of proposed residential, recreational, conservation, education, and public uses in accordance with the future land use map and the policies and descriptions of types, sizes, densities and intensities of land contained in this element.~~

Policy **9.3 9.2:** Any proposed development within an environmentally sensitive area, as defined in the Conservation Element, shall include an environmental assessment report as part of the development review process.

Objective 10: Achieve a future development and redevelopment pattern that is consistent with sound planning principles; the goals, objectives and policies of this plan, and the residential character desired for Ocean Ridge.

Policy 10.1: Development shall be directed to upland parcels within the Town. Wetlands, as designated by the U.S. Army Corps of Engineers, shall be preserved and not developed, unless expressly permitted by the U.S. Army Corps of Engineers and the South Florida Water Management District and consistent with the Town's Policies.

Policy 10.2: Consider the enactment of flexible development code regulations including, but not necessarily limited to, planned unit developments and cluster zoning provisions.

Policy 10.3: ~~Enforce subdivision and other plat regulations that permit local~~ Local streets and individual lots ~~to shall~~ have access to higher level streets including, but not limited to, State Road A1A. ~~This policy is intended to protect the residential character of Ocean Ridge by inhibiting extraneous traffic flow.~~

Policy 10.4.: With any requested Future Land Use Plan amendment that would increase the intensity and density of the parcel, the applicant shall provide a justification statement to the satisfaction of the Town indicating that the increased density meets all aspects of this Comprehensive Plan and the Town's Concurrency Management program.

Policy 10.5.: Any new development or redevelopment conducted by the Town on public facilities shall incorporate, when feasible, energy-efficient design and construction techniques.

Policy 10.6: The Town shall regulate development and redevelopment efforts in the Town to maximize aesthetic, environmental, recreational and economic resources while enhancing resilience to sea level rise impacts.

Policy 10.7: Any new streets proposed as part of a planned development, subdivision, or redevelopment effort shall conform to the Town Code with regards to the rights-of-way and pavement widths. Proposed new streets and other infrastructure shall provide evidence that facility design reflects its resiliency to the effects of sea level rise and other flooding impacts.

Map 1 – 2035 Future Land Use

Town of Ocean Ridge Florida

Map 1 - 2035 - 2045 Future Land Use Map



LEGEND

- SF - SINGLE FAMILY RESIDENTIAL - up to 3 du/ac
- P - PUBLIC
- PC - PRESERVATION/CONSERVATION
- MFMD - MULTIPLE FAMILY MEDIUM DENSITY - up to 5 du/ac
- MFHD - MULTIPLE FAMILY HIGH DENSITY - up to 10 du/ac

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Transportation Element

DATA AND ANALYSIS UPDATE

There is only one main arterial roadway through the Town; State Road A1A, which bisects the Town in a north-south direction. As identified on Metropolitan Planning Organization Palm Beach Transportation Planning Agency (TPA) and Palm Beach County maps, State Road A1A is a constrained roadway, limited by existing conditions, including physical, environmental or policy constraints, to a maximum of two lanes. This constrained roadway and is also identified as a shared facility, and marked with appropriate signage, for vehicular and bicycle use.

There are two arterial roadways within the Town's jurisdiction; This is the eastern terminus of East Woolbright Road and the eastern terminus of Ocean Avenue. Both roadway are two-lane facilities and are classified as urban minor arterial roadways. State Road A1A and Ocean Avenue are maintained by the State while East Woolbright Road is maintained by Palm Beach County. All three of the roadways have an adopted level of service of "D," which is reflected in incorporated within the Town's Comprehensive Plan. These roadways are generally operating below this the adopted level of service, as indicated illustrated by traffic count data for 2020, 2021 and 2023 presented in the table below Table 2.

Traffic Counts (Daily Trips) on Arterial Roadways within Town of Ocean Ridge

	2003	2004	2005	2006	2007	2008	Level of Service "D" ADT
State A1A	11,787	11,457	11,224	13,261	9,606	6,802	12,300
Ocean Avenue	7,633	6,652	6,836	7,469	5,784	6,289	12,300
East Woolbright	12,226	11,013	12,750	13,312	10,894	10,785	12,300

Source: Palm Beach County Engineering Department, Traffic Division

Table 2 - Traffic Counts (Daily Trips) on Arterial Roadways within Town of Ocean Ridge

Roadway	Location	2020	2021 (1)	2023	Level of Service "D" ADT/ 2-Way /Peak
Ocean Ave.	At East end of the bridge	11,400	16,700	13,200	15,200/1,480
State A1A	South of Ocean Ave.	6,100	9,300	6,600	15,200/1,480
State A1A	North of Woolbright	4,800	8,600	5,900	15,200/1,480
East Woolbright	At West end of the bridge	6,700	10,100	7,500	15,200/1,480

(1) According to FDOT District 4 staff, a principal cause of the traffic count spike in 2021 was a response to the COVID 19 virus.

Source: Florida Department of Transportation Florida Traffic Online 2024

Local roadways under the control of the Town are operating within its adopted level of service standard of “C”, per Section 63-17(a)(1) of the Land Development Code. Developments that influence overcapacity on Town roads are responsible for either mitigating their impact or demonstrating that impacts are not created. Ample opportunities exist for developers to mitigate their impacts through the Palm Beach County Concurrency regulations.

It is projected that all future land uses and associated trips can be accommodated by the existing traffic circulation network. In conclusion, the roadways within the Town’s jurisdiction are satisfactory with only typical maintenance planned. ~~There are no planned~~ Planned capital improvement projects that would incur the expenditure of Town funds projected for either the 5 or 10 year planning periods will be addressed as part of the annual budget approval process.

The Town of Ocean Ridge has a bicycle-pedestrian pathway located along the west side of State Road A1A, south side of East Woolbright Road and along both sides of Ocean Boulevard. This pathway is popular with Town residents and provides an alternative means of transportation within the community. The pathway connects the Town to various Palm Beach County parks, and adjacent municipalities and commercial areas. The use of the pathway aids in the state-mandated reduction of greenhouse gas emissions within the State.

Currently, no public transportation routes and facilities exist or are planned for the Town by the local public transportation provider, PalmTran. No public transit routes or facilities have been identified for the Town within the 2030 Palm Beach County Metropolitan Planning Organization Palm Beach County Transportation Planning Agency (TPA) transit map.

Transportation Element

GOALS, OBJECTIVES, & POLICIES

GOAL: TO MAINTAIN A TRANSPORTATION SYSTEM THAT MEETS THE CIRCULATION NEEDS OF OCEAN RIDGE IN A SAFE AND EFFICIENT MANNER, BUT DOES NOT ADVERSELY IMPACT RESIDENTIAL, PUBLIC OR PRESERVATION/CONSERVATION USES.

Objective 1.1: Retain without substantial modification, the existing adequate circulation system, as depicted on Map 2 - 2035 Transportation Map.

Policy 1.1.1: Utilize level of service “D” as the peak hour standard for all arterial roadways and “C” for all local roadways.

Policy 1.1.2: Continue to use the development plan review process to control roadway access points and on-site traffic flow.

Objective 1.2: By reducing maintaining land use intensities, the Town shall avoid the need for any new roadways or widenings.

Policy 1.2.1: Retain the existing circulation system, avoiding the widening of roadways and bridges leading into the Town.

Policy 1.2.2: Retain the bicycle-pedestrian path along State Route A1A.

Policy 1.2.3: New development or redevelopment is encouraged to provide a pedestrian connection to the State Route A1A pathway.

Policy 1.2.4: The Town shall continue to work with the Florida Department of Transportation to secure and retain the pedestrian crosswalks and crosswalk signage across State Route A1A within the municipality.

Policy 1.2.5: The Town shall promote pedestrian and bicycle safety within the Town and within the State Route A1A pathway. This may include public safety programs and information on the Town’s website and/or newsletter.

Objective 1.3: Coordinate Town transportation planning with regional and State agencies in order to retain the current roadway system characteristics.

Policy 1.3.1: The Town Commission shall continue to coordinate with the MPO TPA, FDOT and regional transportation planning agencies to seek viable alternatives to roadway widening or bridge relocation, as necessary.

Policy 1.3.2: Resist through litigation, if necessary, all attempts by ~~MPO~~ TPA, FDOT, and others to force roadway or bridge widening and bridge relocation.

Policy 1.3.3: The Town shall continue to coordinate with ~~MPO~~ TPA, Palm Beach County, Palm Tran and surrounding communities to identify any potential alternative transportation opportunities within the area.

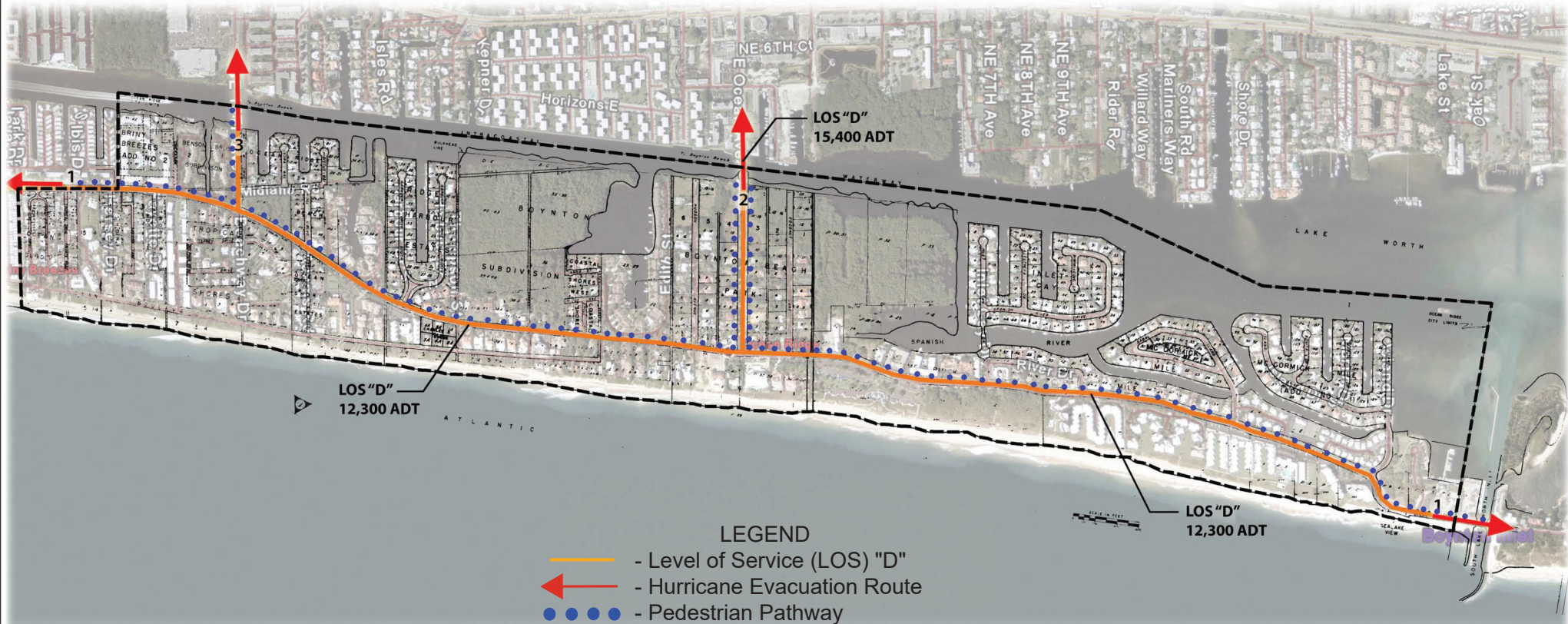
Objective 1.4: Use the development code to protect existing street rights-of-way for which the Town Commission determines there exists a present or potential future need.

Policy 1.4.1: Use the development review process to protect the existing major street rights-of-way. No additional rights-of-way are needed or desired.

MAP 2 - 2035 Transportation Map

Town of Ocean Ridge Florida

Map 2 - 2035 - 2045 Transportation Map



1. State Road A1A - 2 Lanes - Undivided
2. Ocean Avenue - 3 Lanes - Two Way
3. East Woolbright Road - 2 Lanes - Undivided

Housing Element

DATA AND ANALYSIS UPDATE

The Town of Ocean Ridge is a small residential community located in the southern portion of Palm Beach County. It is approximately 635.6 acres in size and located entirely on the barrier island, bordered by the Atlantic Ocean to the east and the Intracoastal Waterway to the west.

Ocean Ridge is a beach-oriented town characterized primarily by single family homes with lush, well maintained landscaping and extensive outdoor recreational opportunities. There are also Intracoastal and beachfront condominiums and a few cooperative multi-family buildings scattered throughout the Town. There are very little commercial improvements left in Town.

Although early houses were typically mansions, especially those with frontage on the ocean, today the town is extensively subdivided, with fewer large mansions and more moderate sized, distinguished homes. The majority of the town grew as subdivisions between the Atlantic Ocean and the Intracoastal Waterway. In an effort to maintain a tranquil setting, commercial and industrial uses have been prohibited. The approximately 25-15 vacant lots that remain throughout the town are designated for single family housing.

The stability of the Town is primarily due to its near built-out status, small size and water-locked location. The future Future Town population projections for the Town, presented in Table 1, used the methodology and studies undertaken by the Palm Beach County Planning Division (2024) the Shimberg Center for Affordable Housing, Rinker School of Building Construction, College of Design, Construction and Planning at the University of Florida (September 2006) Population growth during the 20-year 2025 to 2045 period is projected at 79 residents per Table 1 in the Future Land Use Element. Growth during the 20-year period can be accommodated by a combination of factors, including new residential construction, an increase in the average household size, and an increase in the percentage of resident-occupied households.

Population Projections

	2000	2005	2009	2014	2019	2024	2029
Population Projection	1,636	1,655	1,681	1,705	1,724	1,739	1,747

Source: — U.S. Census, Shimberg Center, University of Florida (2006)

A comparison of Town demographic characteristics with those of Palm Beach County and the State of Florida is presented in Table 3. An understanding of the Town's demographic characteristics, coupled with population projections is essential to the formulation of housing policies.

Table 3 - 2022 Demographic Characteristics Analysis

Characteristic	Ocean Ridge	Palm Beach County	Florida
Population			
Population	1,712	1,494,805	21,634,529
Median Age	60	45	42
Persons 65 +	687	365,029	4,520,647
Housing			
Housing Units	1,638	708,303	9,915,957
Single-Family Units	830	420,982	6,894,224
Multiple-Family Units (2+)	808	287,321	3,021,733
Renter-occupied housing	152	179,619	2,767,517
Median value of owner-occupied homes	\$ 1,055,100	\$ 368,300	\$ 292,200
Median rent of renter-occupied homes	\$ 1,957	\$ 1,700	\$ 1,444
Households			
Households	891	589,594	8,353,441
Average Household Size	1.92	2.49	2.53
Average family size	2.45	3.13	3.11
Owner-Occupied Households	739	409,975	5,585,924
Householder 65+	522	250,108	3,107,758
Renter-Occupied Households	152	179,619	2,767,517
Income			
Median Household Income	\$ 107,813	\$ 76,066	\$ 67,917
Median Family income	\$ 224,674	\$ 93,221	\$ 81,514

Source: 2022 ACS 5-Year Estimates Data Profiles

According to the 2000 2022 Census estimates, the median age for the Town is 56.7 60 years, old. The median age for while that of Palm Beach County is 41.8 45 years and for the U.S. the average State of Florida is 35.3. 42 years. The number of persons over 65 years in the Town was 586- 687 residents, or 35.8% 40.1% of the total population. In comparison, The the percentage of population over 65 years in Palm Beach County is 23.2%, was- 24.4% and that of the State of Florida was 20.9%, with the national percentage being 12.4% by comparison. This indicates that the The Town has a significantly older-higher population aged 65 years and older than both base than the Palm Beach County and the Nation- State of Florida.

The average household size for the Town is 1.87 1.92 persons and an average family size of 2.45 persons. The total number of households for the Town is 875 891 with 404 522 or 46.2% 58.6% of the households having individuals over 65 years of age. Palm Beach County has an average household size of 2.34 2.49 persons, and an average family size of 2.89. 3.13 persons The total number of households for the County is 474,175 589,594

with ~~37.6%~~ 42.4% of the households having individuals over 65 years of age. This is further indication of the older retirement status of the Town in comparison with the County.

The total number of housing units for the Town is ~~1,449~~ 1,557 1,638, with occupied housing units being ~~875~~ 891 or ~~60.4~~ 57.2%.54.3% The percentage of high school graduates or higher in the Town is 94.3% with the percentage of persons with a bachelor's degree or higher being 42.9%. The County's percentage of high school graduates or higher is 83.8% with 27.7% with a bachelors degree or higher. The Town's median household income in ~~1999-2022~~ was \$70,625 107,813 while the median family income was ~~\$99,184~~ \$224,674, and the per capita income was \$76,088.

Within the original 1989 Comprehensive Plan, two potential historical structures were identified. Since the Comprehensive Plan was adopted, the structures have been redeveloped. ~~during the past 10 years.~~ There are no historic structures identified within the Town. ~~A new policy has been added to provide for a process of identifying historic and/or significant structures in the future.~~

The Town's demographics, ~~when~~ When compared to the federal average Palm Beach County, the Town's median household income in ~~1999-2022~~ of \$107,813, and median family income of \$50,046 \$224,674 and per capita of \$21,587 is ~~were~~ significantly higher. The median income per household for the County was \$45,062 \$76,066 and a median family income ~~per family of \$53,701~~ was \$93,221 The median per capita income for Palm Beach County was \$28,801.

~~There were 454 owner-occupied single family homes in the town in 2000 with an~~ The average median value of an owner-occupied home in Ocean Ridge in 2022 was \$433,300, \$1,055,100 as compared to the federal average of \$119,600 and the 2000 County average median of \$135,320.\$368,300. The current average house 2024 median home value in the County per Zillow Real Estate estimates is \$486,715. The increase in value of County properties would also apply to the properties within the Town.

These statistics clearly indicate ~~the average resident of that households in Ocean Ridge is~~ are typically older, in a higher income bracket and owns a higher value home than ~~those of the typical American family and also higher than~~ the typical Palm Beach County resident.

Housing Element

GOALS, OBJECTIVES, & POLICIES

GOAL: TO ASSURE THE AVAILABILITY OF A MIX OF HOUSING TYPES IN SOUND CONDITION.

Objective 1.1: Assist the private sector in providing the “in-fill” housing that Ocean Ridge can accommodate. “In-fill” housing is new housing on scattered vacant lots in neighborhoods which are largely developed.

Policy 1.1.1: Utilize the Future Land Use Plan and zoning map as the criteria to achieve a diversity of housing types consistent with the established character and scale of the Town of Ocean Ridge.

Policy 1.1.2: Continue a municipal development application review process that minimizes delay yet assures quality control.

Objective 1.2: Continue to maintain a housing stock with no structurally substandard units.

Policy 1.2.1: The building inspector shall enforce the Town ordinance on “unsafe buildings” to prevent substandard housing; this also provides demolition program techniques and the basis for rehabilitation.

Policy 1.2.2: The Town shall support energy efficiency and the use of renewable energy resources in existing housing and in the design and construction of new housing.

Policy 1.2.3: New housing within the Town is encouraged to incorporate energy and resource efficient fixtures into its construction, such as low flow shower heads.

Objective 1.3: Achieve quality multifamily development that is affordable to families with moderate incomes and authorize **manufactured modular** housing, if required by State law, in the land development regulations.

Policy 1.3.1: The Town staff shall make a special effort to provide timely and technically helpful development reviews of plans submitted by any developer that intends to provide quality multifamily units at densities consistent with the future land use element of this plan in order to facilitate moderate income housing. This includes any developer using public authority financing or other subsidies, although given the Town’s lack of vacant medium density parcels and high land costs, housing for low income housing would require rent subsidies greater than those currently available from State or Federal agencies. For this reason, non-profit or both private sector and governmental housing does do not appear feasible. Low- and moderate-income housing is available in nearby areas.

Policy 1.3.2: Retain the multifamily land use designation in southern Ocean Ridge.

Objective 1.4: ~~Where feasible, accommodate a fair share of the County's group homes~~ Accommodate community residential homes subject to state requirements and manufactured modular housing concepts subject to compliance with the Town's land development regulations

Policy 1.4.1: The Town shall ~~continue to~~ work with Palm Beach County and State regulatory agencies to ~~a) permit group and foster care community residential homes, per F.S. 419, of 6 residents or less in all residential districts if State HRS and Town site plan review standards are met, b) to permit manufactured or prefabricated modular housing that meets the building code and c) to enact multifamily zoning provisions that bring new construction within reach of moderate income households.~~

Policy 1.4.2: Modular housing prototypes shall be reviewed for consistency with the Town's character and land development regulations prior to accepting land development and building permit applications.

Objective 1.5: ~~Historic resources listed in the National Register of Historic Places shall be subject to all applicable Town, State and federal legislation.~~

Policy 1.5.1: ~~Prior to designating any structure or archaeological site as significant and worthy of the protection, the Town Commission shall consider, but not be limited to, the following standards:~~

- ~~a. The significance of the site as a landmark;~~
- ~~b. The role of the site in the Town's history or archaeological past.~~

~~The Town shall encourage that these sites be maintained in their historic and/or archaeologically significant state, and not be significantly altered, threatened, or removed.~~

Wastewater, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element

DATA AND ANALYSIS UPDATE

Infrastructure Level of Service Analysis

Table 4 presents projections of the Town's principal infrastructure service demands for the 20-year planning period.

Table 4 – Infrastructure Needs Projections

LOS/Year	2020	2025	2030	2035	2045
Population Projection	1,830	1,899	1,932	1,964	1,978
Average Finished Potable Water 175 gallons per capita per day	320,250 gal/day	332,325 gal/day	338,100 gal/day	343,700 gal/day	345,625 gal/day
Sanitary Sewer, 115 per gallons per capita per day(1)	210,450 gal/day	218,385 gal/day	222,180 gal/day	225,860 gal/day	227,470 gal/day
Solid Waste, 9.54 pounds per capita per day	17,092 lbs/day	18,116 lbs/day	18,431 lbs/day	18,737 lbs/day	18,870 lbs/day
Drainage, 24 hour, 3 year storm event and rainfall of one inch in one hour	Requirement placed on all development and redevelopment in the Town.				

(1) Sanitary Sewer service in the Town is provided through private septic systems and package plants. The LOS analysis applies to all systems.

Sanitary Sewer Analysis

The Town is not currently serviced by a central wastewater treatment facility. However, approximately 40% 49% of the Town's dwelling units, within 12 multifamily projects, illustrated on Map 3, receive its wastewater treatment services from individual package plants while the remainder utilize septic tanks. These package plants serve 11 multifamily projects within the Town. These The package plants are monitored regulated by the Palm Beach County Health Department for consistency with all applicable state and local regulations. With the Based upon existing Future Land Use designations and the analysis regarding the existing vacant land within the Town, it is estimated that the Town will be able to build out with the potential for 26 multifamily homes in a single community and 58 15 single family homes. It is

MAP 3 Package Treatment Plant Service Areas

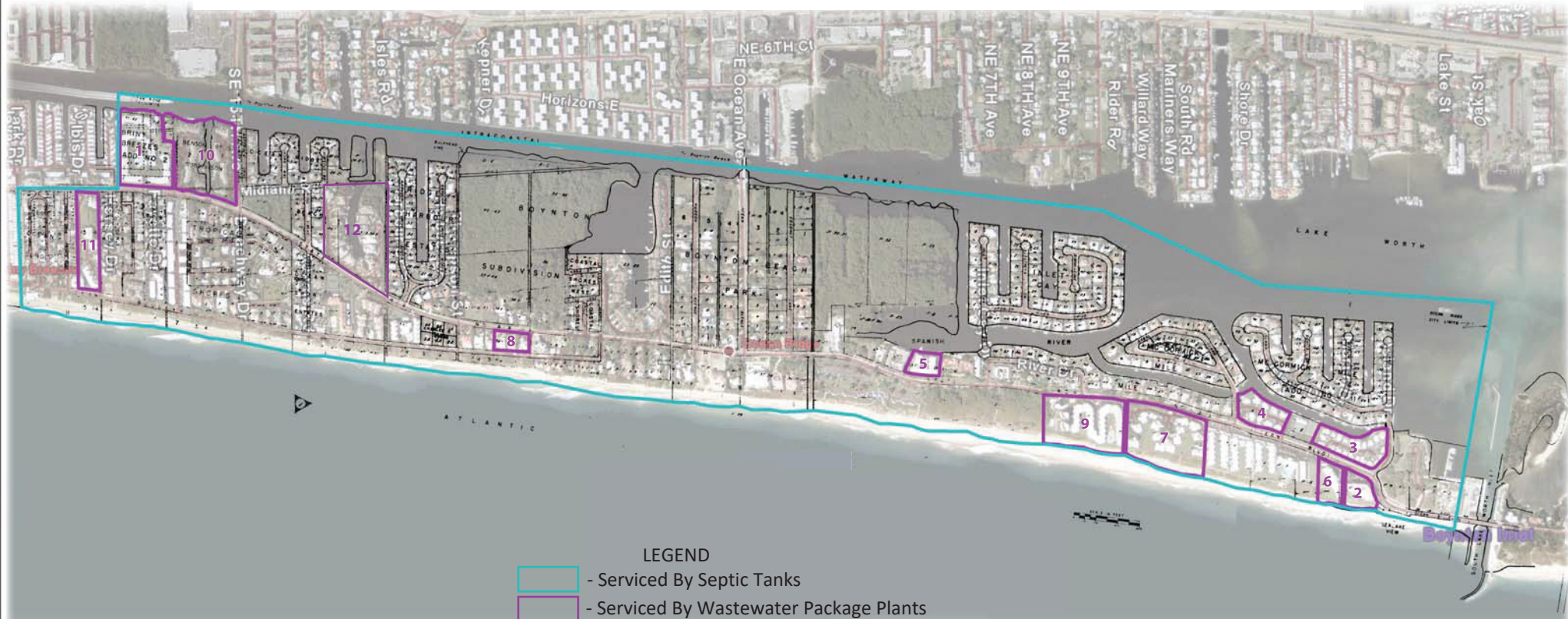
Town of Ocean Ridge

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2025 Wastewater, Solid Waste, Drainage, Potable Water and
Natural Groundwater Aquifer Recharge Element

Town of Ocean Ridge Florida

Map 3 - Private Package Wastewater Plant Service Areas



LEGEND

- Served By Septic Tanks
- Served By Wastewater Package Plants

- | | |
|----------------------|----------------------------|
| 1. Crown Colony Club | 7. 6767 W. Ocean |
| 2. Inlet Plaza | 8. Villas of Ocean Ridge |
| 3. Maisonettes North | 9. Dunes of Ocean Ridge |
| 4. Maisonettes South | 10. Ocean Ridge Yacht Club |
| 5. Wellington Arms | 11. Turtle Beach |
| 6. Ocean House North | 12. Ocean Harbor Estates |

4 - 2

assumed that the future multifamily project would use a package plant for wastewater treatment and the ~~The~~ single family homes would use septic systems, much like the similar to existing homes in the Town. ~~The acceptable~~ Acceptable soil conditions within the Town allow for septic systems to be provided.

The septic systems and small private sewer systems in place are able to ~~handle the~~ provide adequate wastewater ~~adequately service~~ at this time. Since the remaining developable land is minimal and ~~consists primarily of~~ primarily single family lots, septic systems would handle any new development as well. Developers are responsible for the cost of wastewater improvements necessary for their project.

The Town and County Health Department will continue to evaluate the current conditions of the existing sanitary sewer facilities and explore ways to improve the existing services through technological advancements or upgrades to the existing system.

Potable Water Water Supply Facilities Work Plan Update

Per the Florida Department of Economic Opportunity Division of Community Development Bureau of Community Planning document entitled: "A Guide to the Preparation of the Water Supply Facilities Work Plan", local governments with no water supply responsibility need only compile the following data and analysis:

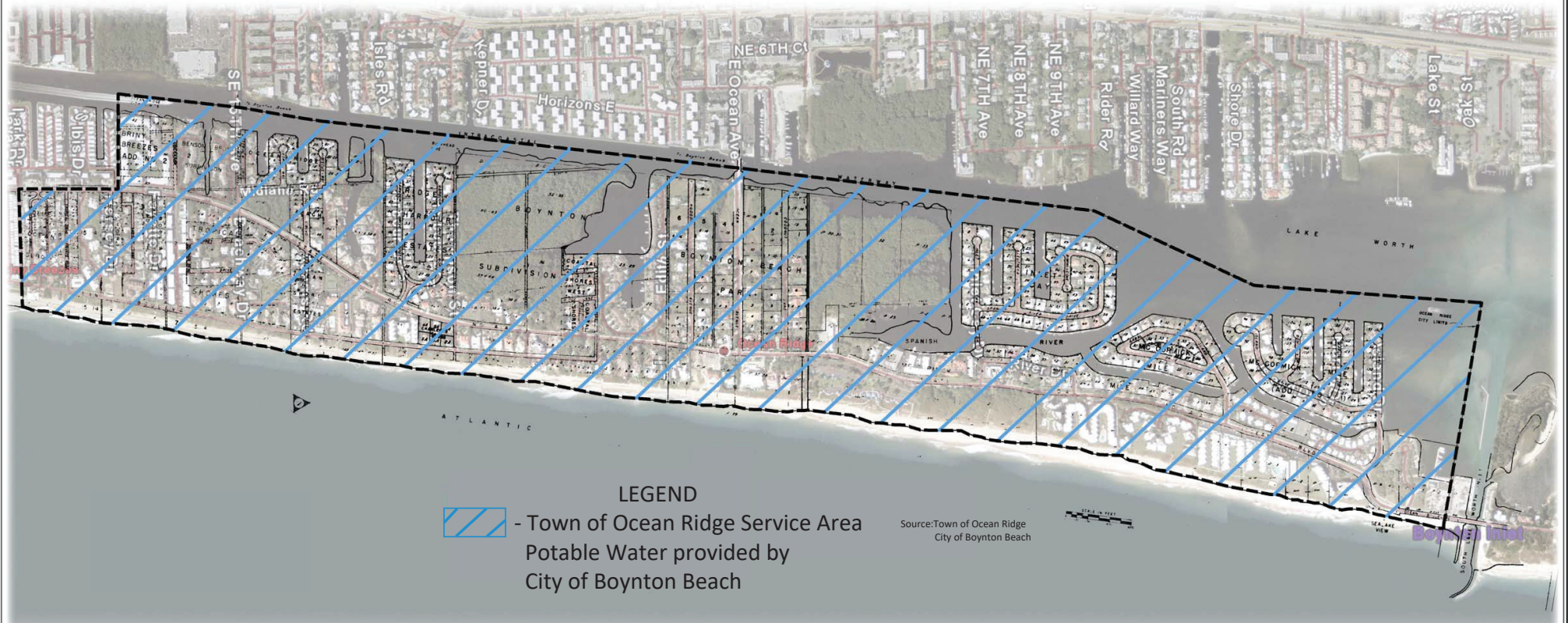
"Population and Water Demand Projections for at least a 10-year period, and a discussion of reuse and conservation methods to reduce demand during the projection period"

The Town is a part of the City of Boynton Beach potable water service area. The Town ~~of Ocean Ridge~~ purchases water from the City of Boynton Beach but owns and maintains the water lines and finances improvements to these water lines. The Town Potable Water Service Area is illustrated on Map 4. The City of Boynton Beach bills individual residents based on their water consumption. The agreement with Boynton Beach ~~(an attachment to the Town's Water Supply Plan,~~ was signed in 1990 ~~and has~~ for a 30 year timeframe. ~~At that time, the~~ The agreement ~~would~~ will continue until it is terminated by either party or extended through an amended agreement. The Town will continue to work closely with the City ~~with regards to~~ for the provision of potable water to the Town's residents.

According to the City of Boynton Beach's ~~Evaluation and Appraisal Report,~~ current 10-Year Water Supply Facilities Work Plan Update Report (August 2020) the City's Utilities Department ~~provides~~ is projected to provide potable water services for ~~an estimated 100,000~~ 121,542 people ~~in 2025~~ within Boynton Beach, Ocean Ridge, the Town of Briny Breezes, and portions of the unincorporated areas of Palm Beach County. Using population data prepared by the Palm Beach County Planning Division and a finished water demand rate of 175 gallons of potable water per day the Town is projected to use 343,700 gallons per day in 2035 and 345,625 gallons per day in 2045.

MAP 4 – Potable Water Service Area

Town of Ocean Ridge Florida Map 4 - Potable Water Service Area



The City of Boynton Beach operates two water treatment facilities: the West Water Plant and the East Water Plant. In addition, the City has an interlocal agreement with Palm Beach County Water Utilities for the purchase up to 5 MGD of potable water if ever needed. It is estimated now that the Town's potable water demand is 0.33 MGD based upon the City of Boynton Beach's potable water level of service of 200 gallons per day per capita.

Policy 1.2.3. of the Town's Comprehensive Plan states, "In cooperation with Boynton Beach, the Town's water distribution system shall provide 189 gallons per person per day." The Town's level of service should be revised to reflect the level of service used by the water provider, the City of Boynton Beach. The Town will continue to assess its potable water system and investigate new technologies which will result in a lower rate of consumption.

Policy 1.2.3: In cooperation with Boynton Beach, the Town's water distribution system shall provide Town population an average of 175 gallons of finished water per person per day. Prior to the issuance of a building permit, the Town shall confirm with the City of Boynton Beach that adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of the certificate of occupancy. The finished water rate shall be reevaluated at the time of each Boynton Beach update of its 10-Year Water Supply Facilities Plan update.

Solid Waste Analysis

The Solid Waste Authority (SWA) of Palm Beach County accepts all waste generated in the County. All SWA facilities are located outside of the Town and operated by SWA. According to Palm Beach County's EAR (approved October 19, 2004), the The County, including and thereby the Town of Ocean Ridge, meets the requirements of CH. 403 F.S. through the Integrated Solid Waste Management Plan (ISWMP).

The Town contracts with Waste Management Inc. to provide pick-up and disposal of all solid waste. All Town residents are required to use this service. All waste collected is transported to the South County Transfer Station located in the City of Delray Beach.

The Town's long range planning for this sub-element is addressed within the County's adoption of the ISWMP. The Town will have adequate solid waste collection capacity for new development. The service is funded on a cost recovery basis by the users. Regional solid waste disposal and recovery facilities serve the Town. There are no capital improvement projects that would incur the expenditure of Town funds projected for either the 5 or 10 year planning periods.

Drainage Analysis

The drainage system for the Town has developed during the past 80 years and continues to be an area for continued maintenance and improvement. The Town adopted a Level of Service Standard of 24 hour/3-year return storm water event and has adopted a storm water retention level of service standard for new development and major redevelopment which requires the retainment of the first one inch of runoff on the development site per hour.

The existing drainage facilities within the Town are swales and exfiltration trench design. The Town has undergone and continues to make significant improvements to its stormwater facilities. For example, the Town recently completed a 2.59-acre drainage/retention facility at the northwest corner of Woolbright Road and Ocean Boulevard. Additional improvements have been provided within the southern portion of the Town and along Coconut Lane. Stormwater/Drainage Infrastructure maintenance and capital projects are included in the Town's annual budget.

Infrastructure Level of Service Analysis

LOS/Year	2009	2014	2019	2024	2029
Population Projection	1,681	1,705	1,724	1,739	1,747
Potable Water, 200-gallons per capita per day, 175 gallons per capita per day after 2013	336,200 gal/day	298,375 gal/day	301,700 gal/day	304,325 gal/day	305,725 gal/day
Sanitary Sewer, 115 per gallons per capita per day*	193,315 gal/day	196,075 gal/day	198,260 gal/day	199,985 gal/day	200,905 gal/day
Solid Waste, 9.54 pounds per capita per day	16,036 lbs/day	16,265 lbs/day	16,446 lbs/day	16,590 lbs/day	16,666 lbs/day
Drainage, 24 hour, 3 year storm event and rainfall of one inch in one hour	Requirement placed on all development and redevelopment in the Town.				

Wastewater, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element

GOALS, OBJECTIVES, & POLICIES

GOAL: TO PROVIDE AND MAINTAIN THE PUBLIC INFRASTRUCTURE IN A MANNER THAT WILL ENSURE PUBLIC HEALTH, SAFETY, AND QUALITY OF LIFE.

Objective 1.1: Monitor and continue to upgrade the Town's existing potable water system through a program of facility replacement.

Policy 1.1.1: Continue the program of monitoring and assessing the Town's water lines in order identify areas for functional upgrades **and reduce consumption rates.**

Objective 1.2: The city shall provide an adequate level of service during the planning period including new facilities (as needed) concurrent with new development.; see policies for measurability.

Policy 1.2.1: Drainage: Drainage facilities for new development and redevelopment shall accommodate a 24 hour, 3 year storm event and rainfall of one inch in one hour.

Policy 1.2.2: Sewage: Septic systems shall be the level of service except in case of package treatment plants where the level of service shall be at least 115 gallons per person per day.

Policy 1.2.3: Potable Water. In cooperation with Boynton Beach, the Town's water distribution system shall provide **the Town's population an average of 175 gallons of finished water per person per day. 200 gallons per person per day and shall be reduced to a Level of Service standard of 175 gallons per person per day by 2013.** Prior to the issuance of a building permit, the Town shall confirm with the City of Boynton Beach that adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of the certificate of occupancy.

Policy 1.2.4: Solid Waste: Provide collection capacity of 9.54 pounds of solid waste per person per day, consistent with Solid Waste Authority waste generation rate estimates.

Policy 1.2.5: Coordinate activities with the Solid Waste Authority to maximize recycling efforts and provide public information to the Town's residents regarding the disposal of hazardous household waste.

Objective 1.3: The Town shall encourage water conservation through the installation of water-saving plumbing fixtures on new development and redevelopment.

Policy 1.3.1: ~~By 2013,~~ The Town shall investigate, evaluate and adopt any necessary building code plumbing provisions to achieve water conservation practices.

Policy 1.3.2: In its capital budgets, the Town shall evaluate and implement, when feasible, water conserving techniques within its facilities. These techniques may include drought-tolerant landscaping, rain sensors on irrigation systems and low-use plumbing devices.

Policy 1.3.3: In compliance with Chapter 163, Part II, F.S., the Town shall ~~adopt~~ continue to participate in the preparation of the Water Supply Facilities Work Plan ~~(attached),~~ by the City of Boynton Beach.

Policy 1.3.4: The Town's ~~Water Supply Facilities Work Plan~~ population and water demand projections and conservation policies shall be updated within 18 months after the South Florida Water Management Districts updates its Lower East Coast Regional Water Supply Plan.

Policy 1.3.5: The Town shall annually advise potable water users, during the dry season, to reduce usage for landscaping irrigation and to properly time irrigation activities.

Policy 1.3.6: The Town shall enforce all water use restrictions consistent with water shortage or water shortage emergency declarations in accordance with a South Florida Water Management Shortage Plan.

Objective 1.4: Protect the adjacent natural drainage feature (Intracoastal Waterway) and groundwater recharge by reviewing the development code provisions and revising as necessary.

Policy 1.4.1: Through land development code techniques, 1) protect the natural drainage feature (Intracoastal Waterway) by supplementing the Corps of Engineers controls with setback and vegetation retention provisions and 2) assure adequate pervious or recharge areas in conjunction with new development.

Objective 1.5: The Town shall continue to assess the status of the sanitary sewer system and its infrastructure.

Policy 1.5.1: The Town shall consider innovations in technology, including hoot systems, when developing maintenance programs for the sanitary sewer system.

The following sections are deleted from the 2025 Ocean Ridge Comprehensive Plan:

1. Town of Ocean Ridge, Florida Water Supply Facilities Work Plan (March 2009).
2. City of Boynton Beach 10-Year Water Supply Facilities Work Plan (April 2008).

Coastal Management Element

GOALS, OBJECTIVES, & POLICIES

GOAL 1: TO CONSERVE, MANAGE AND SENSITIVELY USE THE ENVIRONMENTAL ASSETS OF OCEAN RIDGE'S COASTAL ZONE LOCATION.

Objective 1.1: Retain ~~most of the~~ mangroves, and all of the hardwood hammock and beach dunes resulting in no net loss of public open space vegetative cover and an enhancement of marine resources.

Policy 1.1.1: Continue to review development applications to assure adequate on-site drainage retention and vegetative cover preservation (particularly mangroves).

Policy 1.1.2: Coordinate with Palm Beach County officials to protect the coastal hardwood hammock from park or other facility intrusion.

Policy 1.1.3: Preserve the publicly owned mangrove and hammock areas in a manner that enhances their wildlife habitat and marine nursery functions.

Policy 1.1.4: Monitor and preserve the beach dune vegetation in Ocean Ridge by plantings as necessary. The Town will require the public and private sector landscaping firms to be knowledgeable regarding the property maintenance for dune vegetation.

Policy 1.1.5: The town will continue to encourage boat users to reduce speeds in the Town's waterways to protect manatees and reduce erosion and related impacts to canal banks and seawalls from excessive wake.

Objective 1.2: Maintain the current estuarine protection policies by permitting no new private direct drainage outfalls into the Intracoastal Waterway. ~~Improve the water quality by outfall elimination and possible public sewer line extension.~~

Policy 1.2.1: Since the entire Intracoastal Waterway frontage is either residentially developed or under a public natural resource protection policy, continue to enforce development code provisions that protect vegetation, control run-off and marina sewage practices.

Policy 1.2.2: Cooperate with County and State agencies in their efforts to address the water quality of the Intracoastal Waterway by monitoring the private development permit requirements of their agencies.

~~Policy 1.2.3: The Town shall continue its investigation into the necessity and feasibility of a public sewer line.~~

Objective 1.3: Continue the current pattern of shoreline uses, all of which are water-related, or dependent or otherwise which utilize their waterfront location.

Policy 1.3.1: Maintain the zoning and conservation policies whereby all shoreline use is in mangroves (or other environmentally important vegetation), beach, park or residential with boat dock capability

Policy 1.3.2: Use the mechanisms outlined in the Intergovernmental Element to coordinate Intracoastal estuary policies with the City of Boynton Beach, Palm Beach County and the Town of Manalapan.

Objective 1.4: Achieve more adequate renourishment of beaches to the south of the South Lake Worth Inlet through coordination with the applicable agencies; otherwise continue to protect the beach and dune system by development code setback requirements.

Policy 1.4.1: Continue to urge County, State and Inlet District officials to implement the Corps of Engineers plan for increased sand pumping capability at the sand transfer pumping station.

Policy 1.4.2: Continue to use land use controls to prevent construction that impacts the dune and its vegetation system. Development applications for oceanfront properties shall provide a vegetative analysis, during the land development review process, of the existing dune and its vegetation.

Policy 1.4.3: The Town shall coordinate with local and state agencies to continue beach restoration and renourishment activities within the Town.

Policy 1.4.4: The Town shall coordinate with Palm Beach County to examine the possible impacts of shore protection structures, such as groins, revetments or seawalls on the Town's beaches.

Objective 1.5: Preserve both resident and general public access to the beach.

Policy 1.5.1: Coordinate with the City of Boynton Beach and the County to maintain general public parking and access via the two parks.

Policy 1.5.2: Maintain access points at the end of the street rights-of-way for local pedestrian and bicycle access.

Policy 1.5.3: The Town shall seek additional beach access for Town residents during the development review process for the redevelopment of multifamily projects.

GOAL 2: TO MINIMIZE HURRICANE HAZARDS DAMAGES TO HUMANS LIFE AND PROPERTY FROM THE IMPACT OF CLIMATE CHANGE, INCLUDING SEA LEVEL RISE, CHANGES IN RAINFALL PATTERNS, AND EXTREME WEATHER EVENTS.

Objective 2.1: Continue the current Town policy of avoiding an increase in infrastructure capacity unless public safety so requires in order to direct future population concentrations away from "vulnerability" and in particular, the coastal "high hazard" areas, illustrated on Map 5, and east of the Coastal Construction Control Line, illustrated on Map 6, and thus maintain hurricane evacuation times.

Policy 2.1.1: The Town shall not program any infrastructure capacity increase that would induce and subsidize development or increases in residential density. This shall not preclude the Town from 1) upgrading its waterlines, 2) installing sanitary sewers if deemed necessary for sanitary/environmental reasons and 3) replacing direct storm sewer outfalls with filtration structures.

Policy 2.1.2: Maintain the current basic density controls so that the Town will experience only minor new residential development and thereby not jeopardize hurricane evacuation times.

Policy 2.1.3: The Town shall maintain its building code, flood plain controls and coastal setback regulations to assure maximum protection of new development from hurricane damage. This shall be done in coordination with similar efforts by the County and the County Comprehensive Emergency Management Plan.

Policy 2.1.4: The Town shall work with the multifamily complex managers and all residents to identify those elderly or infirm individuals that may need special assistance early in the hurricane evacuation process in order to facilitate evacuation time.

Policy 2.1.5: The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricane (SLOSH) computerized storm surge model. Under the latest storm surge model, much of the Town is located in a high-hazard area.

Policy 2.1.6: Continue to examine community-wide strategies to increase the resiliency of the Town to address future effects of coastal storms and climate change on the community.

Policy 2.1.7: ~~By the year 2022, the Town shall initiate a study or participate~~ Participate with local and regional governments in a regional governmental study studies which will assist in evaluating to evaluate the Town's vulnerabilities to the effects of sea level rise. ~~The study shall~~ studies should assist the Town in examining examine the following:

- a. Areas of the Town which experience periodic flooding;
- b. Identification of natural areas impacted by sea level change;
- c. Identification of infrastructure impacted by sea level change, including drainage systems within the Town.
- d. Evaluate the option to establish Adaptation Action Area(s) pursuant to Chapter 163.3164, Florida Statutes;
- e. Identify policies and land development regulations to be modified to address sea level change;
- f. Identify funding sources for infrastructure to address the impacts of sea level change;
- g. Identify seawall locations, lengths and heights; and
- h. Identify the Coastal Construction Control line and the structures impacted.

Objective 2.2: ~~The Town shall continue to coordinate with the Palm Beach County Comprehensive Emergency Management Plan to achieve a post-disaster redevelopment plan.~~ adjacent local governments, Palm Beach County, Treasure Coast Regional Planning Council, the State of Florida and the Federal Emergency Management Agency in preparing post-disaster redevelopment plans to reduce or eliminate the exposure of human life and public and private property to natural hazards.

Policy 2.2.1: ~~The Town shall maintain a post-disaster redevelopment plan in concert with the Countywide Post Disaster Redevelopment Plan.~~ Actively participate with Palm Beach County in the scheduled updates of the Local Mitigation Strategy, Community Emergency Management Plan, and Post Disaster Redevelopment Program. Incorporate appropriate recommendations from the updates within the Comprehensive Plan or other Town programs, as necessary.

Policy 2.2.2: The Town shall collaborate with Palm Beach County to increase regional resilience by sharing technical expertise, assessing local vulnerabilities, advancing agreed upon mitigation and adaptation strategies, and developing joint state and federal legislation policies and programs.

Policy 2.2.3: Participate with the Treasure Coast Regional Planning Council and the Palm Beach County Public Safety Department and Division of Emergency Management to maintain an updated plan for emergency evacuation related to potential hurricane impact.

Policy 2.2.4: In the event of a disaster, provide for repair, relocation, or structural modification of damaged infrastructure and services, consistent with federal funding requirements. Priority shall be given to immediate clean-up actions, and the maintenance of critical municipal services.

Policy 2.2.5: Maintain and update a Flood Hazard and Property Protection Information page on the Town's website to keep residents and property owners informed regarding flood hazards, flood insurance, flood safety, property protection, and drainage system maintenance issues.

Objective 2.3: The Town shall adopt and implement policies that increase community resiliency and protect property, infrastructure, and cultural and natural resources from the impacts of climate change, including sea level rise, changes in rainfall patterns, and extreme weather events.

Policy 2.3.1: The Town will require that the impact of sea level rise be addressed in all applications for Future Land Use Map amendments, rezonings and publicly funded construction projects. The

Policy 2.3.2: By the year 2022, the Town shall conduct a study or participate in a regional governmental study regarding the stormwater drainage systems within Town. Such study will identify areas of improvement where the system can be more efficient. The study should identify possible enhancements such as capital improvements, drainage system upgrades, development code modifications and possible adjustments to the finished floor elevations and the Town's master drainage plan.

Policy 2.3.32: The Town shall continue to utilize best practices and initiate mitigation strategies to reduce the risk of flooding in coastal areas that may result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

Policy 2.3.43: The Town will continue to participate in the National Flood Insurance Program Community Rating System (CRS) and strive to maintain or improve its current CRS rating

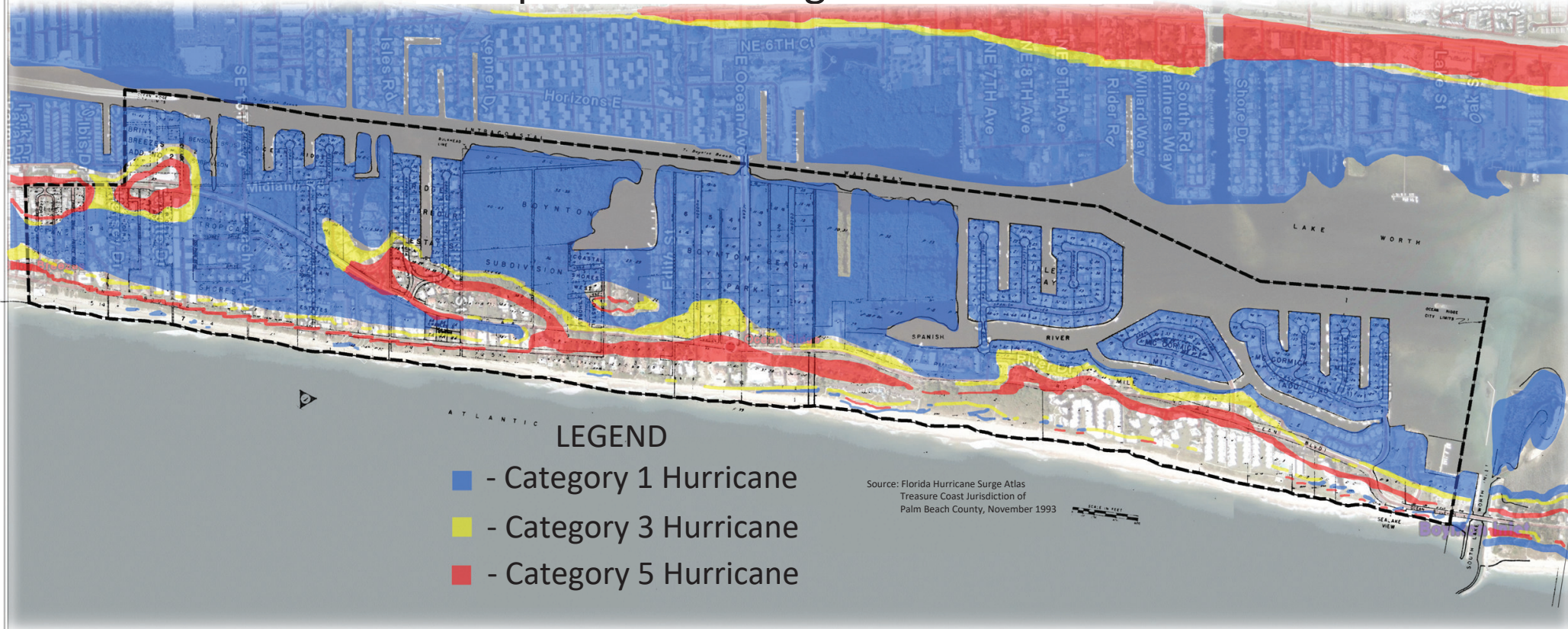
Policy 2.3.54: The Town shall regulate development and redevelopment efforts in the Town to maximize aesthetic, environmental, recreational and economic resources while enhancing resilience to sea level rise impacts.

Policy 2.3.65: The Town will continue to enforce its building code, Town Code of Ordinances, and drainage requirements. The Town's drainage requirements shall be consistent with, or more stringent than, the flood-resistance construction requirements in the Florida Building Code and applicable federal flood plain management regulations. The Town will coordinate with, and will rely on, the Florida Department of Environmental Protection to enforce building requirements seaward of the Coastal Construction Control Line consistent with applicable Florida Statutes."

Map 5 – Coastal High Hazard Areas

Town of Ocean Ridge Florida

Map 5 - Coastal High Hazard Areas



Map 6 – Coastal Construction Control Line

Town of Ocean Ridge Florida

Map 6 - Coastal Construction Control Lines



0 210 420 840 1,260 1,680 Feet

NOTES:

Property lines provided from the Palm Beach County Property Appraiser's (PAPA) Office at the time that this map was created/updated.

All linework and locations shown are an approximation for illustrative purposes only and shall not be construed as a legal document.

- Coastal Construction Control Line of 1979
Plat Book 36 Pgs. 91-107
- Coastal Construction Control Line of 1997
Plat Book 80 Pgs. 137-155
- - - Municipal Boundary
- Beach Cross Overs

Conservation Element

GOALS, OBJECTIVES, & POLICIES

GOAL 1: TO PRESERVE AND ENHANCE THE SIGNIFICANT NATURAL FEATURES IN OCEAN RIDGE.

Objective 1.1: Maintain the “good” air quality rating 97 percent of the time, based on County Pollution Standards Index.

Policy 1.1.1: Continue to require landscaping as a part of new private development, adding single family residential to the code requirements, and to landscape public areas.

Policy 1.1.2: The Town shall continue to seek and develop opportunities to implement sustainability practices regarding, but not limited to, water conservation and reuse, recycling, waste and energy reduction, reuse of resources, reduction of greenhouse gas emissions, greater operational efficiency, pollution prevention and environmental improvements.

Objective 1.2: Review and revise as needed, the development code to assure drainage practices and programs that minimize ground and surface water pollution.

Policy 1.2.1: Continue to review development plans in order to require on-site detention of stormwater runoff, particularly near the Intracoastal Waterway.

Policy 1.2.2: Review the existing emergency water conservation program based upon the South Florida Water Management District model.

Policy 1.2.3: Review and revise as needed, the flood plain provisions.

Policy 1.2.4: Supplement the code provisions with an in-depth look at both sanitary sewer installation and storm sewer direct outfall elimination.

Policy 1.2.5: The Town shall require all new automatic irrigation systems to be equipped with a water sensing device which will automatically discontinue irrigation during periods of rainfall.

Objective 1.3: Continue to protect existing vegetative and wildlife communities, experiencing no net loss in public open space vegetation.

Policy 1.3.1: Continue to review all development applications in the context of the pervious cover and landscaping provisions of the development code; be particularly diligent in a) the review of any development in the vicinity of mangrove areas where some selective clearance is considered appropriate (with mitigation) but in general, is to be avoided and b) the removal of exotic vegetation.

Policy 1.3.2: Coordinate with County officials to 1) assure that any public open space improvements are sensitive to the hardwood hammock and other vegetative/wildlife/marine habitats, and 2) through the Town police, inform County marine patrols of boat speed violations that may threaten manatees.

Policy 1.3.3: Preserve the hardwood hammock, mangroves and dune vegetation now under public (Town and County) regulation in order to help preserve many of the threatened and endangered species.

Objective 1.4.: The Town shall adopt land development regulations to protect environmentally-sensitive areas from the adverse impacts of development.

Policy 1.4.1.: At a minimum, environmentally-sensitive areas shall contain one or more of the following natural resources:

- a. Rare, threatened and endangered wildlife and vegetation; A complete list is defined by the U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, Palm Beach County Environmental Resources Management (ERM), Treasure Coast Regional Planning Council, Florida Endangered Plant Advisory Council, and the Florida Department of Environmental Protection (DEP);
- b. Wetlands, including coastal wetlands, and deepwater habitats;
- c. Tropical hammocks;
- d. Areas of archaeological or historic significance.

Policy 1.4.2.: Any proposed development in an environmentally sensitive area, as defined herein, shall include an environmental assessment report as part of the development review process. The environmental assessment report shall include, at a minimum, the following:

- a. An inventory of existing vegetation and wildlife based on a field survey;
- b. An identification of wildlife or vegetation listed as endangered, threatened or species of special concern and whether or not the environmentally sensitive area potentially will attract and support off-site species and wildlife use;
- c. An assessment of the land identifying the location of all environmentally sensitive habitat or vegetation;
- d. An analysis of the functional viability and quality of the various habitats;
- e. A discussion of the impacts, both positive and adverse, on the resources;
- f. A mitigation plan that describes actions to be taken to replace those functions and values of the ecological community(s) lost as a result of land development; and
- g. A maintenance and management plan for all environmentally sensitive areas proposed for land development.

Policy 1.4.3.: The Town shall require the review of all proposed wetlands development with the Florida Department of Environmental Protection (DEP), the South Florida Water Management District, Palm Beach County Environmental Resources Management

(ERM), the Treasure Coast Regional Planning Council, and the U.S. Army Corps of Engineers to ensure compliance with all applicable agency regulations and standards.

Recreation and Open Space Element

DATA AND ANALYSIS UPDATE

The Town has approximately 31.8 80 acres of public recreation and passive open space within the community. The vast majority of this the public lands are owned by other governmental entities, specifically Palm Beach County and the City of Boynton Beach. The locations of public recreation facilities and passive open space areas located within the Town illustrated on Map 7 and listed in Table 5.

Palm Beach County owns 19.93 acres of active and passive recreation facilities within the Town for its including Ocean Inlet Park and its ocean-front Ocean Ridge Hammock Park.

The 11.39 acre Ocean Inlet Park, including approximately 2.2 acres located in the unincorporated area, is a popular, active beach park located on both sides of the Boynton Inlet which features guarded beach frontage, a marina, rental boat slips, picnic shelters, snack bar, pavilions, a jetty and ocean overlook. The park is located at the Boynton Inlet.

The Ocean Ridge Hammock Park, is consisting of 8.54 acres, is a resource-based, passive park, which does features saltwater fishing, an unguarded beach, limited parking and an outdoor shower.

The 6.37 acre Boynton Beach Oceanfront Park, located at 6415 N. Ocean Boulevard, is owned by the City of Boynton Beach and is one of the more popular beach parks in Palm Beach County. The park features guarded beaches, rental pavilions, playground, boardwalk and sand volleyball courts. The City also charges for parking at Oceanfront Park.

The sole Town owned recreation facility is John F. Kennedy Park, which is a 0.8 a 0.27 acre natural area passive park fronting Inlet Cay Drive and facing the Intracoastal Waterway, Spanish River.

The Town does feature 10 public beach access points. These 10 points are through the three oceanfront parks listed above and seven points located at the end of public streets, including Sailfish Lane, Beachway Drive, Porter Street, Thompson Street, Corrine Street, Anna Street and Edith Street.

In June 2001, a lease agreement with the Town of Ocean Ridge was approved for Palm Beach County to restore mangrove wetlands, create recreational amenities, and provide for the long term management of 12.35 acres owned by the Town along the Intracoastal Waterway. This parcel, the Ocean Ridge Natural Area, is connected to a 12.5 acre mangrove mitigation project. Both parcels comprise a 24.85-acre nature preserve located just south of the Ocean Avenue bridge.

The North Ocean Ridge Mangrove Natural Area, within a Town-owned 12.1 acre parcel located north of the Ocean Avenue bridge, consists of 5 acres of enhanced existing mangroves creating 4.5 acres of mangroves, including open water habitat, and maritime hammock uplands; and building public access facilities. The site has a concrete access path from Ocean Blvd (A1A) to a boardwalk through existing mangrove wetlands to the created upland hammock area where a concrete nature trail leads to a two story observation tower, a kiosk, and a boat docking facility. An adjoining 14.15 acre parcel owned by Palm Beach County is included within the project area.

Table 5 – Recreation and Conservation Parcels

Map No.	Name	Type	Owner	Acres
1	Ocean Inlet Park	Active Recreation and Beachfront	Palm Beach County	11.39
2	Ocean Ridge Hammock Park	Passive Recreation and Beachfront	Palm Beach County	8.54
3	Boynton Beach Oceanfront Park	Passive Recreation and Beachfront	City of Boynton Beach	6.37
4	North Ocean Ridge Mangrove Natural Area	Conservation	Ocean Ridge and Palm Beach County	26.25
5	Ocean Ridge Natural Area	Conservation/Passive Recreation	Ocean Ridge and Palm Beach County	24.85
6	Dorothy Whitney Park	Conservation	Ocean Ridge	2.37
7	Inlet Cay Drive	Passive Recreation	Ocean Ridge	0.27
Total Acres				80.04

The adopted Level of Service for Recreation and Open Space within the Town is 1 acre per 5,000 residents.

Table 6 – Recreation Level of Service Analysis

LOS/Year	2016-2020	2020-2025	2025-2030	2030-2035	2035-2045
Population Projection	1,780-1,830	1,808-1,899	1,837-1,932	1,851-1,964	1,845-1,978
Recreation and Open Space. 1 acre per 5,000 residents.	0.35 acres 0.366 acres	0.36 acres 0.380 acres	0.37 acres 0.386 acres	0.37 acres 0.393 acres	0.37 acres 0.396 acres

The existing recreation facilities found in the Town meet the demands of current residents and services residents from neighboring communities. There are no capital improvement projects that would incur the expenditure of Town funds projected for either the 5 or 10 year planning periods.

Map 7 – Town Serving Recreation and Conservation Facilities

Town of Ocean Ridge Florida

Map 7 - Town Serving Recreation and Conservation Parcels



Legend

-  Bridges
-  Municipal Boundary
-  Beach Cross Overs

List of Parcels

- | | |
|------------------------------------|---|
| 1 - Ocean Inlet Park | 4 - North Ocean Ridge Mangrove Natural Area |
| 2 - Ocean Ridge Hammock | 5 - Ocean Ridge Natural Area |
| 3 - Boynton Beach Ocean Front Park | 6 - Dorothy Whitney Park |
| | 7 - Inlet Cay Drive |



0 210 420 840 1,260 1,680 Feet

NOTES:

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Recreation and Open Space Element

GOALS, OBJECTIVES, & POLICIES

GOAL 1: TO PROVIDE RECREATION AND OPEN SPACE FACILITIES WHICH ARE RESPONSIVE TO THE LEISURE TIME AND ECOLOGICAL DESIRES OF COMMUNITY RESIDENTS.

Objective 1.1: Preserve existing access to the Intracoastal Waterway (including Lake Worth) and the ocean i.e. no reduction in the 2,500 lineal feet of public access.

Policy 1.1.1: Work with the Palm Beach County and the City of Boynton Beach to assure retention of their two park areas as a means of preserving shoreline access for the public.

Policy 1.1.2: Preserve the Town-serving active and passive recreation facilities illustrated on Map 7 park on the Intracoastal Waterway.

Policy 1.1.3: Preserve the seven public beach access points at the end of (Name Streets) the streets.

Objective 1.2: Continue the current mix of private facilities that supplement the public inventory as evidenced by an annual inventory.

Policy 1.2.1: The Town Commission shall monitor private recreational facilities and programs to make certain that they continue to meet a major portion of resident needs.

Policy 1.2.2.: The Town shall seek land donations from property owners and financial contributions from the private sector for the development of recreational opportunities.

Objective 1.3: Retain the existing recreation facilities, experiencing no net loss of public areas.

Policy 1.3.1: Retain the existing municipal and County public recreation and open space facilities thereby providing a Level of Service standard of at least 1 acre per 5,000 population.

Policy 1.3.2: The Town shall continue to work with the City of Boynton Beach and Palm Beach County to minimize adverse impacts from their regional parks on the Town. Otherwise, there are no “deficiencies.”

Policy 1.3.3.: The Town shall amend its land development regulations to require a parks and recreation dedication for all new planned developments and subdivisions. At a minimum, residential planned developments and subdivisions shall set aside 600 square feet per new dwelling unit for public parks and recreation purposes. Money in lieu of land dedication may be provided, subject to Town Commission approval, where suitable

land is not available within the planned development or subdivision for public park purposes.

Objective 1.4: Ensure the preservation of public and private open space.

Policy 1.4.1: The Town shall maintain its land development regulations to assure adequate private open space requirements, definitions and standards.

Policy 1.4.2: The Town shall continue to coordinate with Palm Beach County to assure preservation of the hardwood hammock in its natural state.

Policy 1.4.3: The Town shall work in tandem with the State to preserve the 75 acres of prime mangrove area.

Intergovernmental Coordination Element

GOALS, OBJECTIVES, & POLICIES

GOAL 1: TO MAINTAIN OR ESTABLISH PROCESSES TO ASSURE COORDINATION WITH OTHER GOVERNMENTAL ENTITIES WHERE NECESSARY TO IMPLEMENT THIS PLAN.

Objective 1.1: Achieve formal coordination mechanisms with regional, municipal, County and State agencies that assure implementation of this plan.

Policy 1.1.1: The Town, in conjunction with the Palm Beach Countywide Intergovernmental Plan Amendment Review Committee (IPARC) and Coordination Program, shall be responsible for ensuring an effective intergovernmental coordination program.

Policy 1.1.2: The Manager shall work through the MPO Transportation Planning Agency (TPA) to achieve coordination of such planning issues as the Town's opposition to the widening of State Road A1A and the Boynton Beach Inlet Ocean Avenue bridge.

Policy 1.1.3: The Town shall use the Treasure Coast Regional Planning Council or IPARC mediation process should any conflicts arise such as street widenings.

Objective 1.2: Coordinate the impact of the Town's comprehensive plan and development applications upon adjacent areas by maintaining direct liaison with adjacent municipal managers/planners as well as participation in the Palm Beach County-wide Intergovernmental Plan Amendment Review Committee.

Policy 1.2.1: Town officials shall maintain liaison with the adjacent municipalities relative to any land use or major development impacts along the common boundaries (recognizing that the Town is surrounded on three sides by water); the County-wide Planning Council IPARC is also critical to this task.

Policy 1.2.2: The Manager or his/her designee shall review the comprehensive plans (and plan amendments) of Palm Beach County, Manalapan, Boynton Beach and Briny Breezes to assure mutual compatibility through participation in the IPARC review process, particularly in the areas of land use and roadways.

Policy 1.2.3: Coordinate with the Intergovernmental Plan Amendment Review Committee IPARC to provide formal written notification to adjacent municipalities and the county announcing the review of proposed Comprehensive Plan amendments.

Policy 1.2.4: The Town shall work with Boynton Beach, Manalapan, the County and the Corps. of Engineers on joint policies relative to the beach renourishment project, the mangrove hammocks and other estuarine/marine issues.

Policy 1.2.5: The Town shall provide formal written notification to adjacent municipalities and the county announcing the review of proposed Zoning Map amendments if the subject site is within one mile or within the annexation area of a municipality.

Policy 1.2.6: The Town Manager or his designee shall annually meet with a representative from the City of Boynton Beach on water supply planning issues. This discussion should address the water planning issues such as:

- a) Coordinating information on water supply needs;
- b) Water conservation methods; and
- c) Coordination on revising the potable water level of service standard; and
- d) Required updates of the Town's Water Supply Facilities Work Plan.

Objective 1.3: Assure level of service standards coordination with other governmental entities by formal agreements with the County and the City of Boynton Beach.

Policy 1.3.1: In particular, Town officials shall work with County MPO officials to agree upon acceptable roadway level of service standards, and the County and City of Boynton Beach relative to parks, the City of Boynton Beach relative to water and the County Solid Waste Authority for solid waste.

Policy: 1.3.2 The Town will work with the School District on population projections and school sitting in accordance with Section 163.3177(6)(h)(2) of the Florida Statutes.

Policy 1.3.3: The Town shall abide by, and participate in, the "Interlocal Agreement between the School Board of Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning", adopted by the Palm Beach County Board of County Commissioners through Resolution 2015-1864.

Capital Improvement Element

DATA AND ANALYSIS UPDATE

Ocean Ridge is a beach-oriented town characterized primarily by single family homes subdivisions with lush, well maintained landscaping and extensive outdoor recreational opportunities. There are also Intracoastal and beachfront condominiums and cooperatives a few multi-family buildings scattered throughout the Town. There are very little few commercial improvements left in Town.

There has been little change in Ocean Ridge since the adoption of the original Comprehensive Plan. The stability of the Town is primarily due to its near built-out status, small size and water-locked location. Since the great majority of the land is built-out, the primary concern for the Town is redevelopment. The current permanent population estimate per the 2000 2020 Census for the Town was 1,636 1,830 persons. The population is projected to increase to 1,899 residents in 2025; an increase of 69 residents during the 2020 to 2025 period. Housing status, economic and social conditions, the provision of essential utilities and services, and the financial feasibility of accommodating the limited growth potential has incurred minimal change since the 1989 Comprehensive Plan was adopted.

The future population projections for the Town used the methodology and studies undertaken by the Shimberg Center for Affordable Housing, Rinker School of Building Construction, College of Design, Construction and Planning at the University of Florida (September 2006) Palm Beach County Planning Division (2024). The projections and level of service analysis are provided below. As indicated in the analysis, there is are minimal projected impacts to the Town's levels of service. As such, a result, the Town's Capital Improvement budget for the next five years does does not introduce any new capital improvements, but it does provide for the continued maintenance of the Town's facilities.

Table 6 – Levels-of-Service Projections Summary

LOS/Year	2009-2020	2014-2025	2019-2030	2024-2035	2029-2045
Population Projection	1,681 1,830	1,705 1,899	1,724 1,932	1,739 1,964	1,747 1,978
Potable Water, 200 gallons 175 gallons per capita per day	336,200 294,175 gal/day	298,375 332,325 gal/day	301,700 338,100 gal/day	304,325 343,700 gal/day	305,725 345,625 gal/day

Sanitary Sewer, 115 per gallons per capita per day*	193,315 210,450 gal/day	196,075 218,385 gal/day	198,260 222,180 gal/day	199,985 225,860 gal/day	200,905 227,470 gal/day
Solid Waste, 9.54 pounds per capita per day	16,036 17,092 lbs/day	16,265 18,116 lbs/day	16,446 18,431 lbs/day	16,590 18,737 lbs/day	16,666 18,870 lbs/day
Drainage, 24 hour, 3 year storm event and rainfall of one inch in one hour	Requirement placed on all development and redevelopment in the Town.				
Recreation and Open Space. 1 acre per 5,000 residents.	0.33 0.366 acres	0.34 0.380 acres	0.34 0.386 acres	0.35 0.393 acres	0.35 0.396 acres
Transportation, Level of Service "D"	State Road A1A, which bisects the Town, is a constrained roadway and is limited by the existing conditions to a maximum of two lanes. All roadways meet the adopted Level of Service of "D" and are not projected to exceed that amount during the planning timeframes.				

* Sanitary Sewer service in the Town is provided through private septic systems and package plants. The LOS analysis applies to all systems.

Capital Improvement Element

GOALS, OBJECTIVES, & POLICIES

GOAL 1: TO UNDERTAKE CAPITAL IMPROVEMENTS WHEN NECESSARY TO KEEP ITS PRESENT PUBLIC FACILITIES IN GOOD CONDITION AND TO ACCOMMODATE ANY MAJOR NEW DEVELOPMENT, WITHIN SOUND FISCAL PRACTICES.

Objective 1.1: Achieve compliance with public facility standards through use of the capital improvement programming and budgeting mechanisms.

Policy 1.1.1: The operating budget shall continue to fund annual systematic replacements.

Policy 1.1.2: Staff and engineering studies shall form the basis for the annual preparation of a five year and ten year capital improvement program. The capital improvement program preparation shall be incorporated within the Town's annual budget process. Systematic renovation/replacement criteria shall be used in this process.

Policy 1.1.3: Overall priority for fiscal planning shall be those projects that enhance residential neighborhoods, upgrade infrastructure and minimize traffic volumes, as per other plan elements.

Policy 1.1.4: In setting priorities, the following kinds or criteria will be used:

1. Public safety implications: a project to address a threat to public safety will receive first priority.
2. Level of service or capacity problems: next in priority would be projects needed to maintain the stated Level of Service.
3. Ability to finance: A third criteria is the budgetary impact; will it exceed budget projections?
4. State and regional plans: the Town will devote resources to support those projects with which it agrees (e.g. sand transfer) but not those harmful to the Town (e.g. Ocean Avenue Bridge).
5. Quality of life projects: lowest priority would be those projects not in categories 1 or 2 but that would enhance the quality of life.

Policy 1.1.5: Continue to pursue a prudent policy in terms of borrowing for major capital improvements; in no case borrow more than one percent of the total assessed value in any one bond issue.

Policy 1.1.6: The Town shall create a Capital Improvements Fund (by amending the Town Charter) to facilitate capital expenditures by using this fund to carry over funds from one fiscal year to another.

Policy 1.1.7.: The Town shall undertake a comprehensive study of municipal services, including Police and Fire Protection services, to ensure that services are being provided in the most efficient, economical and desired manner.

Objective 1.2: Use both the Future Land Use Plan and financial analysis of the kind contained herein as a basis for reviewing development applications, in order to maintain an adequate facility level of service.

Policy 1.2.1: The potable water Level of Service Standard shall be 200 gallons per person per day and 175 gallons per person per day by 2013 in cooperation with the City of Boynton Beach.

Policy 1.2.2: The sewage disposal level of service shall be septic systems except in the case of package treatment plants where the level of service shall be at least 115 gallons per person per day.

Policy 1.2.3: The drainage Level of Service Standard shall accommodate a 24 hour, 3 year storm event and to adequately detain runoff from one inch of rain in one hour.

Policy 1.2.4: The municipal recreation and open space Level of Service Standard in the Recreation Element (1 acre per 5,000 population) shall form the basis for assessing park improvement needs keeping in mind the role of the Boynton Beach and County parks plus public access beach all within Ocean Ridge.

Policy 1.2.5: The roadway Level of Service Standards of "D" shall be used in reviewing land use and development proposals.

Policy 1.2.6: The solid waste Level of Service shall be the ability to collect 9.54 pounds of solid waste per capita per day, consistent with Solid Waste Authority waste generation rate estimates.

Objective 1.3: Major future development projects shall pay their fair share of the public improvement needs they generate.

Policy 1.3.1: The building permit review process shall continue to require on-site detention and drainage structures acceptable to regional environmental agencies and all applicable municipal codes.

Policy 1.3.2: The development code review shall include the consideration of impact fees for new housing construction.

Objective 1.4: Public facility requirements generated by new development shall be adequately funded in a timely manner, including a concurrency management system to assure compliance.

Policy 1.4.1: ~~The development code shall be amended to specify that no~~ A development permit shall **not** be issued unless assurance is given that the public facilities necessitated by the project (in order to meet level of service standards) will be in place concurrent with the impacts of the development.

Objective 1.5: Avoid any new public infrastructure construction that would induce any new development in the high hazard area.

Policy 1.5.1: Plan all water, sewer and street improvements with capacities to serve existing development intensities (including vacant lots) but not development intensity increases or new development in the FEMA flood map V8 zone (Figure 6.3) (Ref: Map 8).

Policy 1.6.1.: The Town shall include in the Five-Year **and Ten-Year** Schedule of Capital Improvements all publicly funded projects which are over \$50,000.00 necessary to ensure that adopted level-of-service standards are achieved and maintained. Improvements may include developer-funded for which the Town has no fiscal responsibility. For capital improvements that will be privately funded by the developer, financial feasibility shall be demonstrated by being guaranteed in an enforceable development agreement, interlocal agreement, **performance bond**, or other enforceable agreement.

Policy 1.6.2.: ~~The Schedule of Capital Improvements in Table 9A is hereby adopted as the Town's Five-Year Capital Improvement Plan.~~

Table 9A Town of Ocean Ridge Five-Year Schedule of Capital Improvements Plan					
Improvement	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
Maintenance of Town facilities	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Coconut Road Drainage improvements	\$500,000				

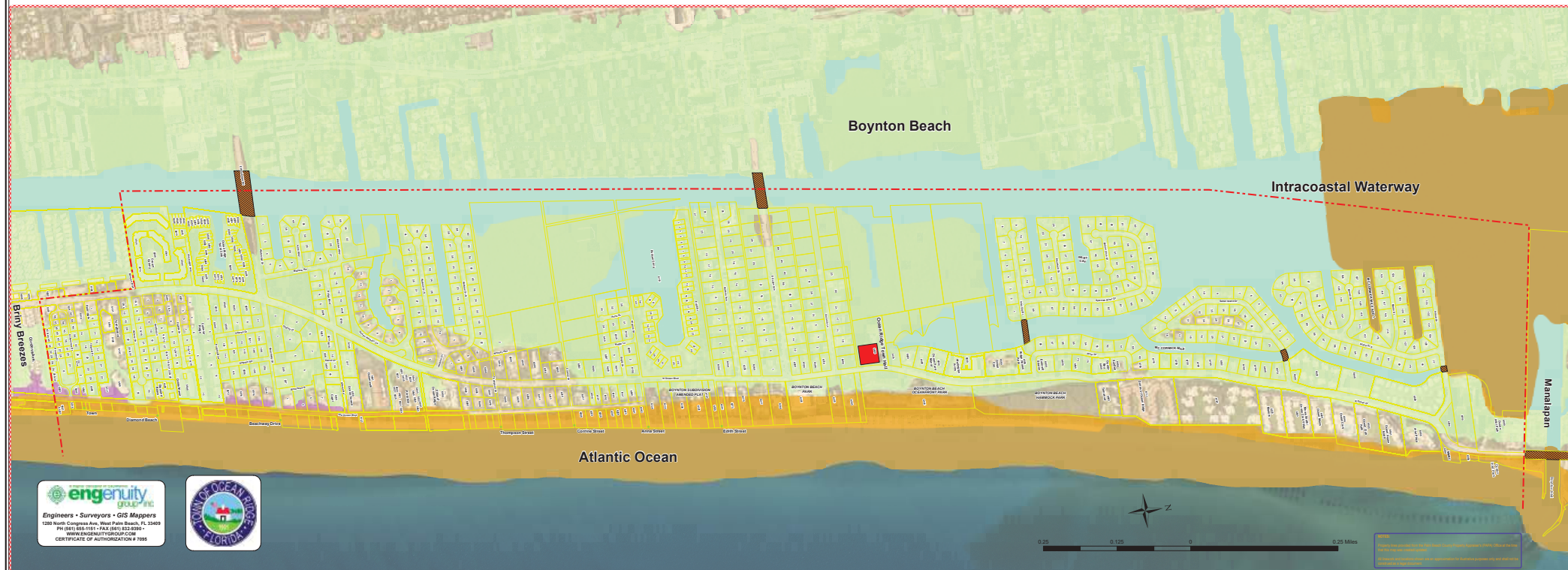
The Island Drive Bridge repair, the Inlet Cay Seawall repair and Coconut Road Drainage improvements are being funded through existing balance reserves. Funding for Maintenance activities is generated from the Town's General Operating Revenue. Funding Projected funding for capital projects are estimates. If additional Capital Improvement work is anticipated, the above Table 9A shall to be updated annually to reflect the planning, and available funding sources and amounts costs of such activities.

Policy 1.6.3.: This element and the Five-Year Schedule of Capital Improvements shall be reviewed each year during preparation of the Annual Capital Budget. The review shall include an analysis of the Town's financial condition and an updated projection of revenues which takes into account any changes in potential revenue sources that had been anticipated to fund scheduled improvements. In addition, it will incorporate any new capital improvement needs that have arisen since the last update and shall include a discussion of any change in the prioritization of the proposed improvements

Policy 1.6.4.: Prior to the adoption of the Annual Capital Budget, the Town will review all existing and potential revenue sources and take the necessary actions to balance the budget.

Map 8 – FEMA Flood Map

Town of Ocean Ridge Florida Map 8 - FEMA Flood Map



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CERTIFICATE OF AUTHORIZATION # 1095



- Parcels
- Municipal Boundary
- AE
- AO
- VE
- X

9 - 7

PROPERTY RIGHTS ELEMENT

INTRODUCTION

Under current law, local governments create and adopt local comprehensive plans to control and direct land use and development within a county or municipality. First adopted in 1975 and extensively expanded in 1985, Florida's comprehensive land planning laws were significantly revised in 2011, becoming the Community Planning Act (Act) of Chapter 163, Florida Statutes. The Act directs how local governments create and adopt their local comprehensive plans.

In 2021, the Florida Legislature passed HB 59 and Governor DeSantis signed the bill into law (Chapter 2021-195, Laws of Florida), which amended the statutory provisions in Chapter 163, Florida Statutes, related to comprehensive plans to require each local government to adopt a Property Rights Element into their comprehensive plan. Inclusion of the Property Rights Element is intended to protect private property rights and to ensure private property rights are considered in local decision-making. The new law adds Section 163.3177(6)(i), Florida Statutes (effective July 1, 2021), which requires each local government to adopt a Property Rights Element by the earlier of: (1) the adoption of its next proposed plan amendment that is initiated after July 1, 2021, or (2) the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to Section 163.3191, Florida Statutes.

GOALS, OBJECTIVES, & POLICIES

GOAL 1: ACKNOWLEDGE THE FLORIDA CONSTITUTION AND ITS PROTECTION OF PRIVATE PROPERTY RIGHTS AND ENSURE THAT PRIVATE PROPERTY RIGHTS ARE CONSIDERED IN LOCAL DECISION MAKING.

Objective 1: The Town shall ensure that private property rights are considered in local decision-making.

Policy 1.1: The following rights shall be considered in local decision making:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to Florida Statutes and the Town of Ocean Ridge Code of Ordinances including, without limitations, the Town's Land Development Code.

3. The right of the property owner to privacy and to exclude others from their property for the protection of the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through lineal transfer, sale, or gift.

Policy 1.2: All development applications, including comprehensive plan amendments, shall be made available for public review and an affected person/party shall be provided equal opportunity for participation in all associated hearings.

Agenda: Monday, August 4, 2025
Memo: Item #19.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Subject: Approval of Ordinance 2025-04 on First Reading: An Ordinance Of The Town Of Ocean Ridge, Florida, Amending The Code Of Ordinances At Chapter 2, “Administration”, Article VI “Finance”, Division 1 “Purchasing Code”, By Increasing The Town Manager’s Purchasing Authority From \$10,000 To \$25,000; By Updating, Clarifying, And Deleting Certain Purchasing Provisions; By Adding Provisions For Protests, The Acquisition Of Real Property, And Settlement Authority Of Claims; And Providing For Conflicts, Severability, Codification, And An Effective Date

The Town’s purchasing function is governed by the Town’s purchasing code (currently contained in sections 2-216 to 2-219 of the Town’s Code of Ordinances) and a purchasing policy. The Town last updated its purchasing code in 2017 and its purchasing policy in 2018. Due to the recent fluctuations in prices for goods and services, the Town desires to amend its purchasing code through this proposed Ordinance by increasing the Town Manager’s purchasing authority from \$10,000.00 to \$25,000.00 to allow for greater flexibility and efficiency in the Town’s purchasing operations. Also, due to changes in Florida law and related purchasing processes, this proposed Ordinance also seeks to update, clarify, and delete certain provisions within the Town’s purchase code and to add provisions to the purchasing code with regards to protests, acquiring real property, and settlement authority for claims.

If approved, the Town purchasing policy will be brought forward at second reading to be approved by Resolution.

If you have any questions, please let me know.

Staff recommends...

Suggested Motion: I move to...

Respectfully,

TOWN OF OCEAN RIDGE PURCHASING POLICY

I. APPLICABILITY AND PURPOSE

This purchasing policy is applicable to all Town purchases for non-real property goods and/or services (including construction) and works in conjunction with the Town's purchasing code. If there are any conflicts between this policy and the purchasing code, the purchasing code shall take precedence.

The purpose of this policy is to supplement the purchasing code and set forth the details of the purchasing functions and outline purchasing policies, as well as describe departmental relationships, responsibilities and participation in the purchasing process. This policy is intended to facility the Town meeting the following purchasing goals:

- A. Maintain at all times and under all conditions a continuous supply of goods and services necessary for the operation of the Town;
- B. Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the Town;
- C. Safeguard the quality and integrity of the Town's purchasing process;
- D. Ensure compliance with laws and regulations pertaining to the purchase of goods and services;
- E. Manage purchasing and inventories of purchased goods to meet the use requirements of Town departments at the most advantageous cost to the Town;
- F. Administer purchasing contracts and change orders;
- G. Properly dispose of all material and equipment declared to be surplus or obsolete; and
- H. Ensure the Town provides quality service to its citizens.

II. DEFINITIONS

When used in this policy, the following words, terms and phrases, and their derivations, shall be the meaning ascribed to them in this section, except where the context clearly indicates a different meaning,

- A. **ADDENDUM** means a change, clarification, or correction in the competitive solicitation document issued by the Town prior to the recommendation of award.
- B. **CHANGE ORDER** is a written modification or amendment to a written contract.
- C. **CONTRACT** means all types of Town agreements for the purchase or disposal of goods and/or services including construction regardless of what the agreements may be called.

III. ETHICS IN PURCHASING

Each person involved in the purchasing process must adhere to a high standard of ethics. All employees, officers, commissioners, and selection committee members shall be subject to and must abide by the rules and regulations contained in the Palm Beach County Code of Ethics, Palm Beach County Inspector General Ordinance as well as all State laws regarding ethics and purchasing. All such persons should also be familiar with the Town's purchasing code and this policy. Ignorance of the foregoing shall not be an excuse.

IV. UNAUTHORIZED PURCHASES

No purchases of goods and/or services shall be made in the name of the Town except as is required for official use by the Town. Purchases in the name of the Town for personal use by an individual or for other than official use is strictly prohibited, and no Town funds will be expended or advanced therefore.

No purchase shall be divided or sub-divided in order to circumvent the competitive selection requirements of the purchasing code, this policy, and/or applicable Florida Statutes. Attached hereto as **Exhibit "A"** is a list of applicable Florida Statutes for certain purchases.

The Town may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditure arising from a purchase made in its name, or in the name of any board or department under its authority, by an unauthorized person or any person acting contrary to the purchasing code, this policy, and/or Florida Statutes. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

V. EXEMPT OPERATIONAL PURCHASES

The following list of operational purchases are deemed exempt from competitive selection and written quotation purchase requirements when they are included in the adopted budget. These purchases may be approved directly by the Town Manager, who is authorized to select vendors and/or execute contracts as applicable.

- A. Regulated services: Water, sewer, electricity, telephone, natural gas, solid waste disposal, or similar services where rates or prices are fixed by legislation or by federal, state, county, or municipal regulations.
- B. Postage and postage meter permits.
- C. Recording fees.
- D. Pension benefits payments.
- E. Debt service payments.
- F. Unemployment compensation.
- G. Tax withholding payments (FICA, Medicare, federal tax withholding).
- H. Payroll deduction liability payments, including, but not limited to, voluntary insurance policies, credit union deductions, Section 457 (deferred compensation) contributions, Roth IRA contributions, union dues, flex medical and flex dependent contributions, and garnishments (IRS, child support, court orders).
- I. Pension plan contributions.
- J. Memberships, dues, subscriptions, publications.
- K. Advertisements for legal, promotional, or informative matters.
- L. Abstracts of titles and appraisals for real property.
- M. Court reporters and expert witnesses.
- N. Patent, copyright, or other proprietary service fees (e.g., music licensing).
- O. Bank analysis fees.
- P. Merchant fees (credit card processing charges).
- Q. Job related seminars, training and related travel, accommodations, and per diem expenses.
- R. Tuition reimbursements in accordance with Town employment regulations.
- S. Safety shoe or other union reimbursements.
- T. Vehicle tag, title, and registration fees.
- U. Proprietary software applications and/or the related maintenance or service agreements.
- V. Entertainment and entertainment-related services for town-sponsored events (e.g., special events, holiday celebrations, etc.).

- W. Payments to service providers needed to maintain town operations such as plumbers, electricians, temporary employment services, computer consultants, or air conditioning repair services (this does not include the replacement of capital equipment).
- X. Goods and services provided by governmental agencies, other public entities, universities and colleges or political subdivisions.
- Y. Services required by proprietary ownership such as FPL, FEC and CSX and original equipment manufacturers (OEMs).
- Z. Payments for casualty and property insurance after a competitive selection by the town's broker of record and approval of contract by town commission.
- AA. Payments for life, health, and dental insurance after a competitive selection by the town's broker of record and approval of contract by Town council.
- BB. Petty cash reimbursements.
- CC. Educational or academic programs.
- DD. Specialty goods and services including, but not limited to, performing artists, artwork, special event vendors, entertainment, food and beverage (for consumption or resale).

VI. COMPETITIVE SELECTION PURCHASING

Acquisitions of or contracts for non-real property, goods and/or services where the expenditure by the Town (including expenditures during renewal periods, but not expenditures relating to Change Orders) is estimated to be greater than \$25,000 shall be subject to a competitive selection method, unless the Town utilizes one of the exempt purchasing methods as set forth in the purchasing code and supplemented by this policy.

- A. Request for Bids/Requests for Quotations: Requests for Bids/Requests for Quotations are utilized where price, responsiveness, and responsibility are the sole determining factors (e.g., commodities, goods and related services, vehicles, etc.).
 - 1. The ordering department shall prepare, or request the preparation, a Town of Ocean Ridge Request for Bids/Request for Quotations, which shall be submitted to Town Manager, Town Clerk, and Town Attorney for review.
 - 2. Following review, the Request for Bids/Quotations is then advertised on the Town's website and/or dedicated purchasing website, with applicable trade associations, and/or published in a newspaper of general paid circulation in Palm Beach County if required by State of Florida Law (or as may otherwise be authorized through the use of Palm Beach County's website).
 - 3. All responses submitted pursuant to the Request for Bids/Quotations shall be directed to the Town Clerk and remain sealed until they are opened publicly on the date and time and location stated in the Request for Bids/Quotations, or as may be amended by addendum.
 - 4. The Town Clerk shall tally the responses and deliver them to the Town Manager or designee (which may be the ordering department) for review.
 - 5. The Town Manager or designee shall then review the responses and recommend the best bid/quotation as determined by price, responsiveness, and responsibility.
 - 6. The Town Manager will forward the contract award recommendation to the Town Commission and the notice of recommended awardee(s) shall be posted by the Town Clerk. The Town Commission shall then make a decision on the award.
 - 7. If only one (1) responsive bid or quotation is received, the Town Manager or designee may negotiate for the best terms and conditions with the responding person or entity. The ordering department shall document the reasons that such action is in the best interest of the Town in lieu of re-soliciting competitive sealed bids/ quotations.

B. Requests for Proposals, Requests for Qualifications, and Invitations to Negotiate (“RFP/RFQs”): RFP/RFQs are utilized where price, responsiveness, and responsibility are not the sole determining factors.

1. The ordering department shall prepare, or request the preparation, a Town of Ocean Ridge RFP/RFQ, which shall be submitted to Town Manager, Town Clerk, and Town Attorney for review.
2. Following review, the RFP/RFQ is then advertised on the Town’s website and/or dedicated purchasing website, with applicable trade associations, and/or published in a newspaper of general paid circulation in Palm Beach County if required by State of Florida Law (or as may otherwise be authorized through the use of Palm Beach County’s website).
3. Pursuant to the RFP/RFQ, the Town Manager may appoint a Selection Committee to review the submissions received by the Town.
4. All responses submitted pursuant to the RFP/RFQs shall be directed to the office of the Town Clerk and remain sealed until they are opened publicly on the date and time and location stated in the RFP/RFQ or as may be amended by addendum.
5. The Town Clerk shall tally/organize the responses and deliver them to the Town Manager or Selection Committee, if appointed.
6. The Town Manager or Selection Committee, if appointed, shall review and rank the responses received according to the language of the RFP/RFQ.
7. Following the review and ranking, the Town Manager will forward the ranking results or a contract award recommendation to the Town Commission and the notice of recommended awardee(s) shall be posted by the Town Clerk. The Town Commission will then make a decision on the award.

C. Addenda to Solicitation Documents

There may be occasions when it will be necessary to change the specifications, terms, or conditions of a given solicitation during the course of the bid (or proposal) period. Such changes may be required in response to requesting department requests or clarifications, contractor questions (submitted in writing consistent with the Cone of Silence) or other reasons. Such changes shall be formalized by the issuance of solicitation addenda by the Town Clerk, to all potential bidders/proposers that have obtained the solicitation document. The addenda becomes part of, and supersedes, the original solicitation document.

D. Protest Procedures

1. Right to protest. After posting of the recommended awardee(s), any bidder or proposer who is aggrieved in connection with the recommended award may protest in writing to the Town Clerk. The right to protest is limited to those purchases solicited through the competitive solicitation procedures. Notwithstanding the above, the Town Manager may, in his or her sole discretion, include the right to protest in any solicitation process if in the best interests of the Town.

2. Notice of protest. The protest shall be submitted within three (3) business days after posting of the award recommendation. The protest shall be in writing (which includes emails) and shall identify the protestor and the competitive solicitation, and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received by the Town Clerk. Received means that the protest documents must be delivered to the Town Clerk’s office by the cut off time period. Neither the Town Manager nor the Special Magistrate shall consider any issue not submitted in writing within the time frame specified for the notice of protest.

3. Authority to resolve. Protests filed in accordance with paragraph (2) hereinabove shall be resolved under the provisions of this section.

(a) The Town Manager shall have the authority to:

i. Uphold the protest. The protest may be upheld based upon a violation of the provisions of the purchasing code, this policy, Florida law, or of any other Town ordinance, resolution, policy, or procedure, or upon discovery of an irregularity or procedural flaw that is so severe as to render the process invalid. If the upholding of the protest results in a change of the recommended awardee(s), a new recommended award shall be posted by the Town Clerk. If the upholding of the protest will result in a cancellation of the protested solicitation, the Town Manager may then cancel the solicitation.

ii. Deny the protest. If the protest is denied, the protestor has the right to request that the protest be referred to the Special Magistrate as described herein below.

iii. Refer the protest directly to the Special Magistrate with no determination made by the Town Manager, in accordance with paragraph (3)(c) herein below.

(b) The Town Manager shall issue a written statement of the determination within a reasonable period of time. The written statement shall provide the general rationale for said determination and shall be provided to the protestor and to any other party to the protest.

(c) Upon issuance of a denial of the protest, the protestor may request a hearing before the Special Magistrate. The request for a hearing shall be in writing to the Town Clerk and shall be made within three (3) business days of issuance of the Town Manager's determination. The request for a hearing shall be accompanied by a protest bond of fifteen hundred dollars (\$1,500.00) which shall be remitted only in the form of a money order, a certified check, a cashier's check, or a bank check payable to the Town of Ocean Ridge.

(d) At no time shall a protestor, party, or any other person, contact the Special Magistrate regarding any issue pertaining to or involving the protest. Contact between the Town and the Special Magistrate shall be limited to scheduling and other administrative issues, including the provision and copying of public records pertinent to the protest.

4. Authority of the Special Magistrate. The Special Magistrate, appointed to hear the Town's community standards cases, shall also hear bid protests and shall have the jurisdiction and authority to hear and decide protests.

(a) The Special Magistrate shall make a recommendation as to whether the protest should be upheld or denied.

(b) If the Special Magistrate upholds the protest, the Special Magistrate shall either make a recommendation to cancel the solicitation, or to cancel the award recommendation and post a new award recommendation after re-evaluation based on the Special Magistrate's determination of the facts in the case. In these instances, the Town shall return the protestor's bond to the protester.

(c) If the Special Magistrate denies the protest, the Special Magistrate shall recommend that the Town Manager proceed with the posted award recommendation. In these instances, the protestor's bond shall be forfeited.

(d) The Town Manager may accept the Special Magistrate's recommendation or, if he/she determines the Special Magistrate's recommendation is not in the Town's best interest, the original award recommendation may be referred to the Town Commission for approval. At that time, the Town Commission may accept or reject the recommendation of the Special Magistrate.

5. Stay of purchasing during protests. Notwithstanding anything contained herein to the contrary, in the event of a timely protest, the Town Manager shall stay the award of the purchase contract unless he/she, with the advice of the Town Attorney, makes a determination that the award of the contract without delay is necessary to protect substantial interests of the Town.

VII. EXEMPT PURCHASES

The following purchases are exempt from competitive selection method of purchasing.

A. Professional Services

Professional services may be purchased through direct contract with the professional or their firm, company or corporation. If the total value of the professional services is anticipated to exceed \$25,000, prior approval by the Town Commission is required.

Certain professional services are governed by Florida Statutes and may only be purchased in accordance with the applicable statute:

1. **Architectural, Engineering, Landscape Architectural, Surveying and Mapping Services.** The purchase of these professional services shall be conducted in compliance with section 287.055, Florida Statutes, commonly known as the Consultants' Competitive Negotiations Act (CCNA) (as amended) if the anticipated value of the services triggers the CCNA thresholds.
2. **Design-Build Services.** The purchase of these services shall either comply with the competitive selection process set forth in the purchasing code or with the CCNA required process.
3. **Auditor Services.** The procurement of professional auditor services for the external annual financial audit shall comply with section 218.391, Florida Statutes, as amended. Auditors engaged for other purposes may be procured as professional services in accordance with the purchasing code and this policy.

B. Sole Source and Town Standard

The user department shall document the justification for all sole source / town standard exempt purchases and obtain additional documentation from the vendor (if applicable). The Town Manager shall review the justification and determine whether the exempt purchase is appropriately justified, and either deny the purchase or approve the purchase (if not in excess of \$25,000) or recommend the purchase to the Town Commission for approval (if greater than \$25,000).

C. Cooperative Purchasing

The user department shall obtain all necessary documents to make a cooperative purchase and ensure that such purchase offers the best value to the Town. When applicable, a purchase order will be issued to take advantage of competitively sourced contract, such as state term contracts. The Town Manager shall review the documentation and determine whether the exempt purchase is appropriately documented, and either deny the purchase or approve the purchase (if not in excess of \$25,000) or recommend the purchase to the Town Commission for approval (if greater than \$25,000).

D. Utilization of Other Governmental Contracts (Piggybacking)

The user department shall obtain all necessary documents to utilize another governmental or quasi-governmental agency's contract and ensure the contract provides the best value to the Town, was competitively sourced in accordance with the purchasing code; remains active and unexpired; provided that, the source contract may expire during the duration of the Tillage's contract. Service and construction contracts may be piggybacked only if the source contract includes sufficient unit pricing to meet the Town's needs. A separate written agreement between the Town and vendor may be required to utilize another agency's contract; if not, a purchase order may be utilized. If a separate written agreement is needed, the Town may include those provisions that are statutorily required and other clarifying terms and conditions in the Town's separate agreement so long as the material provisions of the other government agency contract are not altered. The user department must obtain informed consent from the originating governmental agency; however, the user

department director may waive this requirement at their discretion. Piggybacking is not permitted where a specific statutory procurement process is required (e.g., CCNA procurements; external auditor procurements, construction projects governed by Florida Statutes). The Town Manager shall review the documentation and determine whether the exempt purchase is appropriately documented, and either deny the purchase or approve the purchase (if not in excess of \$25,000) or recommend the purchase to the Town Commission for approval (if greater than \$25,000).

E. Emergency Purchases

Emergency purchases may be used only when immediate action is necessary to protect public health, safety, or welfare, or to prevent significant disruption to Town operations. While non-competitive purchasing may be justified in these circumstances, oral or written approval from the Town Manager and documentation, including within 24 hours a written explanation of the emergency, is still required to be provided to process the invoices and to provide management insight for ultimate approval. The Town Manager or user department director shall review all requests to make an emergency procurement to ensure compliance with the purchasing code. The Town Manager shall review the documentation and determine whether the emergency exempt purchase is appropriately documented, and either deny the purchase or approve the purchase. If the purchase is greater than \$25,000, the Town Manager shall seek ratification of the purchase at the next available Town Commission meeting.

F. Best Interest Acquisition (Waiver)

As authorized in the purchasing code, the Town Commission may approve a best interest acquisition and waive the competitive selection method when deemed in the best interest of the Town. All waiver requests shall be reviewed by the Town Manager to ensure compliance with the purchasing code and applicable law. The user department shall provide justification for the best interest acquisition, which the Town Manager shall review and determine whether the best interest acquisition is justified, and either deny the purchase or approve the purchase (if not in excess of \$25,000) or recommend the purchase to the Town Commission for approval (if greater than \$25,000).

VIII. OTHER PURCHASING

A. Costs Under the Competitive Selection Threshold (\$25,000 or less)

The Town Manager may approve purchases that do not exceed \$25,000 if the funding is budgeted and the purchase is appropriately documented by purchase order or other written contract.

B. Purchase of Budgeted Items of \$1,000 or less

1. Before making a purchase, the department director is responsible for making sure there are enough unencumbered budgeted funds available in the proper line item.
2. Once the goods and/or services are obtained, an invoice or receipt shall be properly coded by the Department and forwarded to the Town Treasurer (or Deputy Town Treasurer) for processing.

C. Purchase of Budgeted Items greater than \$1,000.00 and up to \$10,000.00

1. Documentation of a minimum of three quotes (either verbal or written) are desired to demonstrate due diligence in obtaining high-quality goods and services at a commercially reasonable price. When the desired number of quotes is not obtained, the ordering department must submit documented evidence and/or written justification for review and authorization by the Town Manager or designee.

2. A purchase order form must be completed by the Town Treasurer (or Deputy Town Treasurer), and approved by the department director or designee.

3. The purchase order, with all supporting documentation attached, must be submitted to the Town Manager or designee for verification of the availability of unencumbered budgeted funds.

D. Purchase of Budgeted Items greater than \$10,000.00 and up to \$25,000.00

1. A minimum of three (3) written quotes are desired to demonstrate due diligence in obtaining high-quality goods and services at a commercially reasonable price. When the desired number of quotes is not obtained, the ordering department must submit documented evidence and/or written justification for review and authorization by the Town Manager.

2. A Town of Ocean Ridge purchase order form must be completed by the Town Treasurer (or Deputy Town Treasurer), and approved by the department director or designee.

3. The purchase order, with all supporting documentation attached, must be submitted to the Town Manager for verification of the availability of unencumbered budgeted funds.

4. If the Town Attorney recommends a written contract, the written contract shall be signed by the vendor and submitted to the Town Manager for review.

E. Purchases from Petty Cash

1. The Town maintains one petty cash fund for the General Fund. The Town Treasurer is the custodian of the Town's petty cash funds. When an employee requests reimbursement from petty cash for approved purchases he or she made on behalf of the Town, a petty cash voucher form must be completed and signed by both the employee receiving the money and the Town Treasurer for the purchase made. The receipt must be stapled to the petty cash voucher.

2. Petty cash funds shall be reconciled and reimbursed on a monthly basis. Any discrepancies in the petty cash fund discovered during reconciliation shall be brought to the attention of the Town Manager immediately. If theft is suspected, the Police Department shall be notified by the Town Manager.

IX. FORM OF CONTRACT

A. Written agreements. Written agreements shall be utilized for all acquisitions of non-real property, goods and/or services where the total expenditure by the Town (including expenditures during renewal periods, but not expenditures relating to Change Orders) is estimated to be \$25,000 or greater. The Town may utilize a written agreement for any acquisition of less than \$25,000 that the Town deems appropriate. All written purchasing agreements for more than \$25,000 must be approved as to form and legality by the Town Attorney.

B. Purchase orders. Where no other form of contract exists, purchase orders, in a pre-approved format, shall be utilized for acquisitions of non-real property, goods or services where the total expenditure by the Town is estimated to be equal to or less than \$25,000, or, if greater than \$25,000, only upon Town Commission approval. The Town may utilize a purchase order for any acquisition of \$25,000 or less that the Town deems appropriate; however, if the purchase involves services with a high level of risk (e.g., roof repairs; major electrical/mechanical repairs; underground facilities repairs;

etc.), the Town should consult with the Town Attorney as to whether a written contract should be utilized.

X. CHANGE ORDERS

The Town Manager is authorized to approve a Change Order to a contract that was not approved by the Town Commission, provided that the Change Order does not cause the total acquisition to exceed \$25,000. Similarly, the Town Manager may approve a Change Order to a contract that was approved by the Town Commission, provided that the cumulative Change Order(s) amount does not exceed \$25,000.

XI. PROPERTY DISPOSAL

A. Excess, Surplus, and Obsolete Materials

It shall be the duty of the user department director to report all excess, surplus or obsolete materials to the Town Manager. At this point, the Town Manager, in conjunction with the user, will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid.

The Town Manager shall have the authority to dispose of all non-real property that is determined to have a book value or market value (whichever is greater) of less than \$5,000. Surplus non-real property with a book value or market value (whichever is greater) greater than \$5,000 will be subject to Town Commission approval prior to its disposal.

1. Transfer or Re-use: The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.
2. Trade-In: In replacing obsolete equipment, it may be financially advantageous to trade-in the old equipment. Requests for bids on the replacement item may call for bid prices with or without trade-in and provide that award may be made either way.
3. Sale: Excess, surplus and obsolete items not transferred or traded-in may be consolidated and offered for sale by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as www.publicsurplus.com, www.govdeals.com, or similar websites. The consolidated list will be submitted to Town Commission for approval before an auction or sealed bid is organized. The property offered for sale will be on an "AS IS/WHERE IS" basis.
4. Junk property: The Town Manager may declare that any non-real property that is determined by the Town Manager to have reached the end of its useful life and/or may expose the Town to potential liability from its continued use or sale and/or whose disposition cost exceeds its value, is junk. Non-real property declared by the Town Manager to be junk shall be disposed of without receipt of consideration (or, if necessary, at a cost to the Town) and shall be rendered useless.

B. Sale to Employees

To avoid any appearance of impropriety in the disposition program, it will be the Town's policy to prohibit the direct sale of surplus property to any Town Employee, Official or Agent. This policy does not prohibit any Town Employee, Official or Agent from extending an offer at a public auction or in the form of a sealed bid.

C. Allocation of Proceeds

Proceeds from the sale of excess or surplus property will go into the Town's general fund.

XII. CAPITAL ASSETS

The Town Treasurer shall record all capital assets in the amount of \$5,000 or greater for inventory and depreciation purposes.

EXHIBIT “A”
FLORIDA STATUTORY REQUIREMENTS

The Town must comply with the following statutory requirements as a political subdivision¹, municipality, or other form of local government (the following list may not be exhaustive as new laws are created each year) and is intended only to provide additional guidance):

- §112.08, Fla. Stat., requires the Town to advertise for competitive bids for life, health, accident, hospitalization, legal expense, and annuity insurance. This may be accomplished through a broker of records retained by the Town who specializes in such services.
- § 218.391, Fla. Stat., entitled “Auditor Selection Procedures” is applicable to the Town when the Town seeks to select an auditor to conduct the Town’s annual financial audit as required in section 218.39, Florida Statutes.
- § 218.735, Fla. Stat., entitled “Timely Payment for Purchases of Construction Services” is applicable to the Town when the Town enters a contract for construction services. This section provides prompt payment timelines on the Town’s payment to the contractor and the contractor’s payment of sub-contractors. There is also a provision regarding a closeout/punch-list and timeline associated with completion of the closeout/ punch-list items. Finally, if the contract for construction services exceeds \$200,000, the Town may withhold 5% as retainage. Note – exception at 8(h) for federally funded projects. *See also* § 218.73, Fla. Stat., regarding prompt payment for non-construction related services.
- § 218.755, Fla. Stat., requires timely processing of Change Orders for construction contracts entered after July 1, 2025. The Change Order must be requested by the Town and the Change Order must increase the contract price. The Town has 35 days to deny/approve the Change Order upon receipt and failure to timely deny/approve results in the Change Order being deemed approved.
- § 287.055, Fla. Stat., known as the “Consultants Competitive Negotiation Act” (“CCNA”), is applicable to the Town when the Town seeks to obtain professional services (i.e., engineering, architectural, landscape architectural, mapping and surveying services) the cost of which will exceed \$50,000 for a planning or study activity or when the Town seeks such professional services for a construction project which is estimated to exceed \$325,000. The CCNA also contains required contractual provisions that must be included in the Town’s contracts for said professional services. RFQs shall be used to procure these services and standard professional services agreement for the award of the same. Typically, the standard professional services agreement acts as a master agreement in which project specific Task Orders are issued.
- § 255.05, Fla. Stat., entitled, “Bond of Contractor Constructing Public Buildings; Form; Action by Materialmen”, is applicable to the Town when the Town is entering a formal contract for the construction of a public project or facility which will exceed \$200,000. This section requires that the construction contractor provide the Town with a public construction bond (which is both a payment and performance bond) and provides a form that should be used for such bond. If the bond is not required by the Town, the Town may become liable to materialmen since liens cannot be assessed against governmental property. Many local governments impose a bond requirement under this section for construction projects less than \$200,000. *See also* § 255.051, Fla. Stat., regarding acceptable bid bonds.
- § 255.0518, Fla. Stat., entitled, “Public bids; bid opening”, is applicable to the Town when opening sealed bids submitted in response to a competitive solicitation for construction or repairs on a public

¹ See § 1.01(8), Fla. Stat., “The words “public body,” “body politic,” or “political subdivision” include counties, cities, towns, villages, special tax school districts, special road and bridge districts, bridge districts, and all other districts in this state.”

building or work and requires the bids to be opened in a public meeting subject to the Sunshine Law (§ 286.011, Fla. Stat.).

- § 255.0525, Fla. Stat., entitled “Advertising for Competitive Bids or Proposals”, is applicable to the Town when the Town seeks competitive bids or proposals for a construction project that will exceed \$200,000. When the construction project is estimated to exceed \$200,000, the Town is required to publicly advertise at least once in a newspaper of general circulation in Palm Beach County for at least 21 days prior to bid opening. When the construction project is estimated to exceed \$500,000, the Town is required to publicly advertise at least once in a newspaper of general circulation in Palm Beach County for at least 30 days prior to bid opening. The only exception to this section is if the project is needed on an emergency basis.
- § 255.20, Fla. Stat., entitled “Local Bids and Contracts for Public Construction Works; specification of state-produced lumber”, is applicable to the Town when the Town seeks to construct a public building, structure or other public construction work and requires the Town to competitively award such project. Such project must be competitively awarded to a licensed contractor when the project is estimated to have construction costs of more than \$300,000 (and \$75,000 for electrical projects – possibly as separate component). The term “competitively award” is defined to mean “to award contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiation.” The statute “expressly allows contracts for construction management services, design/build contracts, continuation contracts based on unit prices, and any other contract arrangement with a private sector contractor permitted by any applicable ... Town resolution or by state law.” Exceptions to the statute are recognized for emergency situations and other specific situations. Certain lumber must also be specified in the project documents. Please note, there is an attorney’s fees provision which awards such fees to a contractor when this section is not followed. *See also* § 255.103, Fla. Stat., with optional process regarding construction management by the construction contractor (e.g., construction manager at risk contract method).
- § 725.06, Fla. Stat., is an indemnification limitation on construction contracts; and, § 725.08, Fla. Stat., is an indemnification limitation on design professional contracts, which appears to be applicable to the Town as a “public agency”.

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE TOWN OF OCEAN RIDGE, FLORIDA, AMENDING THE CODE OF ORDINANCES AT CHAPTER 2, “ADMINISTRATION”, ARTICLE VI “FINANCE”, DIVISION 1 “PURCHASING CODE”, BY INCREASING THE TOWN MANAGER’S PURCHASING AUTHORITY FROM \$10,000 TO \$25,000; BY UPDATING, CLARIFYING, AND DELETING CERTAIN PURCHASING PROVISIONS; BY ADDING PROVISIONS FOR PROTESTS, THE ACQUISITION OF REAL PROPERTY, AND SETTLEMENT AUTHORITY OF CLAIMS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, 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, the Town’s purchasing function is governed by the Town’s purchasing code (currently contained in sections 2-216 to 2-219 of the Code of Ordinances) and a purchasing policy; and

WHEREAS, the Town last updated its purchasing code in 2017 and its purchasing policy in 2018; and

WHEREAS, due to the recent fluctuations in prices for goods and services, the Town desires to amend its purchasing code through this proposed Ordinance by increasing the Town Manager’s purchasing authority from \$10,000.00 to \$25,000.00 to allow for greater flexibility and efficiency in the Town’s purchasing operations; and

WHEREAS, due to changes in Florida law and related purchasing processes, this proposed Ordinance also seeks to update, clarify, and delete certain provisions within the Town’s purchase code and to add provisions to the purchasing code with regards to protests, acquiring real property, and settlement authority for claims; and

WHEREAS, the Town Commission finds that proposed changes to the Purchasing Code are necessary and desirable for the Town’s purchasing needs and that the approval of this Ordinance is in the best interests of the Town of Ocean Ridge and serves a valid public purpose.

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

Section 1. Findings of Fact: The WHEREAS clauses set forth above are adopted herein as true legislative findings of fact of the Town Commission.

Section 2. Chapter 2, “Administration”, Article VI, “Finance”, Division 1, “Purchasing Code”, of the Code of Ordinances is hereby amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

DIVISION 1. PURCHASING CODE

Sec. 2-216. Applicability.

This division applies to the acquisitions of property, goods and services (including construction) by the town ~~after March 6, 2017~~, as provided for in this division. Any action taken or contracts entered into contrary to the provisions of this division may, in the town's sole discretion, be declared null and void. The town has also adopted a purchasing policy whose regulations shall govern where not in conflict with this division.

Sec. 2-217. Competitive selection and exemptions.

- (a) *Sealed competitive method.* Acquisitions of or contract for non-real property, goods and/or services where the expenditure by the town (including expenditures during renewal periods, but no expenditures relating to change orders) is estimated to be greater than \$25,000.00 or ~~greater~~ shall be subject to a sealed competitive method, unless the town utilizes one of the methods that is exempt from the sealed competitive method or from obtaining quotes, as provided in this division or the purchasing policy.
 - (1) *Competitive bids.* Sealed competitive bids are utilized where price, responsiveness, and responsibility are the sole determining factors.
 - (2) *Requests for proposals, requests for qualifications, requests for letters of interest.* Requests for proposals, requests for qualifications, and requests for letters of interest are utilized where price, responsiveness, and responsibility are not the sole determining factors. ~~The town manager may appoint a selection committee to review the submissions received by the town in response to requests for proposals, requests for qualifications, and requests for letters of interest and make a recommendation to the town commission. The selection committee shall terminate upon the award of the contract, or such other time as determined by the town commission.~~
 - (3) *Submissions.* ~~It shall be the sole responsibility of the bidder, proposer or responder to have the bid, proposal or response delivered to the town clerk's office before the specified closing date and time. Bids, proposals or responses received after the closing date and time shall not be considered and shall be returned unopened. The clock in the town clerk's office shall govern. All bids, proposals and responses submitted pursuant to a sealed competitive method shall remain sealed until they are opened publicly on the date and time and location stated in the notice to bidders, proposers or responders, or as may be amended by addendum. All bids, proposals or responses must be sealed. No faxed or emailed bids, proposals or responses shall be accepted.~~
 - (4) ~~Town's reservation of rights.~~ The town may utilize a sealed competitive method for any acquisition that the town deems appropriate regardless of the estimated cost of the

acquisition. In all competitive selection purchases, the town reserves the following rights:

- a. Rejection of bids, proposals or other responses. If the town manager determines that it is in the best interests of the town to do so, the town manager may reject any or all bids, proposals or other responses requested in whole or in part. Bids, proposals or other responses requested that are submitted after the due date and time will be disqualified from further consideration.
 - b. Waiver of irregularities. The town manager shall have the authority to waive all nonmaterial irregularities on any and all bids, proposals or other responses requested. Nonmaterial irregularities are those irregularities which do not substantially affect price and/or competition.
 - c. ~~A request for bid, RFP, ITN or other competitive selection procedure utilized by the town may be canceled, in whole or in part, by the town manager when it is in the best interests of the town.~~
 - d. ~~All costs, expenses, and fees (including any attorney's fees) ("costs") incurred by any party in preparing and responding to a request for bid, RFP, ITN or other competitive selection procedure issued by the town are the sole responsibility of the responding party including all costs and fees related to a protest.~~
- (b) *Exemptions from purchasing by the sealed competitive method or by obtaining a written quote.*
- (1) *Professional services.* Except as otherwise provided for in Florida law, contracts for professional services (which include but is not limited to services provided by architects, engineers, surveyors, attorneys, accountants, actuaries, lobbyists and financial advisors) may be made or entered into by the town manager without utilizing a sealed competitive method or obtaining written quotes. Acquisitions of professional services where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be greater than \$1025,000.00 or greater shall be subject to approval by the town commission.
 - (2) ~~*Specialty goods and services.* Acquisitions of or contracts for specialty goods and services (including but not limited to performing artists, artwork, special events, entertainment, and food and beverage) may be made or entered into by the town manager without utilizing a sealed competitive method or obtaining written quotes. Acquisitions of specialty goods and services, where the expenditure by the town is estimated to be \$10,000.00 or greater, shall be subject to approval by the town commission.~~
 - (3) *Emergency acquisitions.* The town manager may acquire or contract for non-real property, goods, and/or services required in contemplation of, preparation for, or during an emergency without utilizing a sealed competitive method or obtaining written quotes regardless of the amount. Emergency acquisitions of non-real property, goods and/or

services where the expenditure by the town is estimated to be greater than \$1025,000.00 ~~or greater~~ shall be subject to ratification by the town commission as soon as practicable.

(34) *Sole source and town standard.*

- a. *Sole source.* The town may acquire or contract for non-real property, goods and/or services that are available to the town from only one source without utilizing the sealed competitive method or obtaining written quotes. Sole source acquisitions where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be greater than \$1025,000.00 ~~or greater~~ shall be subject to approval by the town commission.
- b. *Town standard.* Where the town has determined that a particular style, brand, make, or model is the only type that meets the town's requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the town, the town may acquire or contract for such goods and related services without utilizing a sealed competitive method or obtaining written quotes. Town standard acquisitions where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be greater than \$1025,000.00 ~~or greater~~ shall be subject to approval by the town commission.

(45) *Utilization of other governmental entities' contracts.*

- a. The town may acquire or contract for non-real property, goods and/or services without utilizing a sealed competitive method or obtaining written quotes where the desired goods and/or services are the subject of a contract with the state, its political subdivisions or other local governmental entities in the state, ~~with associations in Florida affiliated with state or any other governmental or quasi-governmental entity, and/or local governmental entities or departments (such as the Florida Sheriffs' Association and the Florida Fire Chiefs' Association) or with the United States government or national cooperatives,~~ provided that the contract is based strictly on competitive bidding and not on any preference, and provided that the form of the contract is acceptable to the town attorney. Acquisitions utilizing other governmental entities' contracts where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be greater than \$1025,000.00 ~~or greater~~ shall be subject to approval by the town commission.
- b. Utilization of other government entities' contracts shall only be permitted during the unexpired term of the other governmental entity's contract; however, the term of the other government entities' contract may expire during the duration of the town's contract, or for one year from the date the other governmental entity awards the bid, whichever is longer.
- c. ~~If the town desires to utilize another governmental entity's contract, the town shall require the vendor to certify that the price or rate represents the lowest price or rate~~

for the non-real property, goods or services of any contract between the vendor and any other governmental entity within the state.

- (56) *Cooperative acquisitions.* The town may acquire or contract for non-real property, goods and/or services without utilizing a sealed competitive method or obtaining written quotes where the town participates in, sponsors, conducts, or administers a cooperative purchasing agreement. ~~in joint procurement of non-real property, goods or services with other public entities within the state, including, but not limited to acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with F.S. Ch. 163.~~ Cooperative acquisitions where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be greater than \$1025,000.00 or greater shall be subject to approval by the town commission.
- (7) ~~*Utilities.* Water, sewer, gas, electrical, and other utility services may be acquired without utilizing a sealed competitive method or obtaining written quotes and without town commission approval.~~
- (8) ~~*Resale.* Food, beverages and merchandise purchased for resale, may be acquired without utilizing a sealed competitive method or obtaining written quotes and without town commission approval.~~
- (9) ~~*Employee benefits and health services.* Employee benefits, including payroll processing services, and health related services may be procured/renewed directly through a negotiating process conducted by town staff and/or an expert in the field, or to maintain continuity of employee health records, and is not subject to competitive procurement methods.~~
- (10) ~~*Property, casualty, workers compensation, liability, automobile insurance.* Insurances may be procured/renewed directly through a negotiating process conducted by town staff and/or an expert in the field, or to maintain continuity of insurance records, and is not subject to competitive procurement methods.~~
- (614) *Exempt Operational Purchases.* The purchase of operationally needed non-real property, goods and/or services ~~The following goods and/or services~~ are approved as exempt purchases when they are included in the adopted annual budget. A list of such operationally needed purchases are set forth in the purchasing policy (as amended from time to time). ~~Exempt~~ These purchases are exempt from the competitive selection and written quotation purchase requirements set forth in this purchasing code.
- a. ~~Utilities water, sewer, electrical, telephone, solid waste disposal fees and any other utility service where competition is not available.~~
 - b. ~~Postage and postage meter permits.~~
 - c. ~~Recording fees.~~
 - d. ~~Pension benefit payments.~~
 - e. ~~Debt service payments.~~
 - f. ~~Unemployment compensation.~~

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- g. ~~Tax withholding payments (FICA, Medicare, Federal Tax Withholding).~~
 - h. ~~Payroll deduction liability payments including but not limited to voluntary insurance policies, credit union deductions, Section 457 (deferred compensation) contributions, Roth IRA contributions, union dues, flex medical and flex dependent contributions, and garnishments (IRS, child support, court orders).~~
 - i. ~~Pension plan contributions.~~
 - j. ~~Memberships, dues, subscriptions, publications.~~
 - k. ~~Advertisements for legal, promotional or informative matters.~~
 - l. ~~Abstracts of titles or appraisals for real property.~~
 - m. ~~Court reporting services.~~
 - n. ~~Expert witnesses.~~
 - o. ~~Bank analysis fees.~~
 - p. ~~Merchant fees (credit card processing charges).~~
 - q. ~~Job related seminars, training and related travel and per diem expenses.~~
 - r. ~~Tuition reimbursements in accordance with town employment regulations.~~
 - s. ~~Vehicle tag, title and registration fees.~~
 - t. ~~Licensed computer software and services where competition is not reasonably available.~~
 - u. ~~Licensed computer software maintenance renewals.~~
 - v. ~~Authorized payment of donations or scholarships.~~
 - w. ~~Payments to service providers needed to maintain town operations such as plumbers, electricians, temporary employment services, computer consultants or air conditioning repair services (this does not include the replacement of capital equipment).~~
 - x. ~~Goods and/or services provided by governmental agencies.~~
 - y. ~~Services required by proprietary ownership such as FPL and original equipment manufacturers (OEMs).~~

(742) *Best interest acquisitions.* The town may acquire or contract for non-real property, goods and/or services without utilizing a sealed competitive method or obtaining written quotes, as set forth in this code or the town's purchasing policy, where the town commission declares by at least a four-fifths affirmative vote that the sealed competitive method or obtaining written quotes is not in the best interest of the town. The town ~~managere~~commission or designee shall recommend such purchases to the town commission based on ~~make~~-specific factual findings that support the recommendation and the town commission's determination, and such acquisitions or contracts shall be placed on the regular town commission agenda. This provision may not be used when the purchasing or procurement method is prescribed by state law, such as F.S. § 287.055 or 255.20, as amended.

Sec. 2-218. ~~Direct acquisitions~~Purchasing Authority.

- (a) ~~{Town manager contract approval.}~~ The town manager may approve all purchases consistent with this purchasing code ~~contracts for the acquisition of goods and/or services in an amount up to and including \$2540,000.00~~ provided the funds are included in an adopted budget.

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- (b) Acquisitions greater than \$2510,000.00. All purchases consistent with this purchasing code Acquisitions of or contracts for non-real property, goods or services where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be greater than \$2510,000.00 shall be subject to prior approval by the town commission except for emergency acquisitions and exempt operational purchases as set forth in this purchasing code, which are subject to subsequent ratification by the town commission pursuant to subsection 2-217(b)(3).
- (c) Total purchase price. For purposes of determining the appropriate purchasing authority, the total anticipated cost of the purchase will be considered (including expenditures during renewal periods, but no expenditures relating to change orders) although only budgeted for in the current fiscal year.
- (d) Per vendor purchase. For purposes of determining the appropriate purchasing authority, the total purchase price is based on a per purchase basis and not the amount of purchased from a particular vendor for that fiscal year.
- (e) A purchase order may be utilized in lieu of a formal contract where the standard terms and conditions of a town purchase order will suffice. The terms and conditions in a town issued purchase order will supersede and take precedence over any conflicting provisions provided by a vendor.
- (f) Contract change orders shall be subject to prior approval by the town manager or town commission as follows:
1. The Town Manager may approve a change order(s) to a town commission approved purchase if the change order(s) amount do not exceed \$25,000.00 provided that the change order(s) funding is available.
 2. The town manager may approve a change order(s) to a town manager approved purchase if the change order(s) amount along with the underlying purchase amount do not exceed \$25,000.00 provided that the change order(s) funding is available.
 3. Town commission approval of a change order(s) is required if the cumulative amount of the change order(s) (including any prior change order(s) approve by the town manager) is more than \$25,000.00 over the approved purchase amount.
- (g) Regardless of the purchasing authority that approved a contract or purchase order, the town manager or designee may place any vendor in default and/or terminate an existing contract or purchase order consistent with the terms and conditions of the contract or purchase order.
- ~~(e) Multiple acquisitions from a vendor exceeding \$10,000.00 in any fiscal year. Acquisitions of or contracts for non-real property, goods or services from the same vendor exceeding the aggregate \$10,000.00, per project, shall not be permitted from the same vendor during the course of any fiscal year, unless the acquisition is first approved by the town commission.~~

Sec. 2-219. Cone of silence.

Any person participating in a competitive solicitation issued by the town shall comply with section 2-355 of the Palm Beach County Code of Ordinances, as amended.

Sec. 2-220. Purchasing protests.

After the town posts the notice of the recommended awardee(s) of a competitive selection, any person or entity who submitted a timely response to the competitive selection and who is aggrieved in connection with the recommended awardee(s) may protest in writing to the town clerk. The protest must be submitted in writing to the town clerk and received by the town clerk within three (3) business days after the town posts the notice of the recommended awardee(s). The town will not consider any protest that fails to comply with these requirements and the additional requirements set forth in the town's purchasing policy.

Sec. 2-221. Purchasing using grant funds.

Whenever a purchase is made to be funded in whole or in part by federal, state, and/or local grant funds, said purchase shall adhere to this purchasing code and the purchasing policy. However, if the grant requires that purchases be made in accordance with other federal, state, and/or local purchasing procedures, the grant requirements shall take precedence over the requirements of this purchasing code and the purchasing policy.

Sec. 2-222. Land Purchases.

(a) Section 166.045, Florida Statutes, shall apply to all purchases of real property by the town if the town seeks to utilize the public records exemption set forth in section 166.045, Florida Statutes.

(b) If the town does not seek to utilize the public records exemption in section 166.045, Florida Statutes, the town shall purchase real property as follows:

(1) For all purchases of real property anticipated to cost in excess of \$50,000, the town shall obtain an appraisal by a certified or licensed appraiser. Additional appraisals may be obtained if determined to be in the best interests of the town.

(2) The town manager or designee may negotiate with the seller or the seller's agent of the real property and enter an option contract with the seller. As used herein, "option contract" means a binding agreement signed by the town manager and the seller which agreement is subject to approval of the town commission at a regular or special meeting.

(3) The town commission will consider all option contracts to purchase real property at a duly noticed public meeting. If the option contract is approved by the town commission, the town manager, mayor, and/or vice-mayor may execute all documents necessary to close on the real property.

Sec. 2-223. Settlement Authority.

The town manager, upon the advice and recommendation of the town attorney, shall have authority to settle any claim (including pending litigation) by or against the town without the prior approval of the town commission, as follows:

(a) In a claim against the town, the claim may be settled for an amount not to exceed \$25,000 including costs and attorney's fees, if any.

(b) In a claim by the town against any party, the claim may be settled for an amount not to exceed \$25,000 which, in the judgment of the town manager and town attorney, is fair and equitable after taking into consideration the expenses of litigation and the risk of recovering less if the claim is tried or appealed.

All other claim settlements (including pending litigation) shall require town commission approval.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. This Ordinance shall be codified in the Town's Code of Ordinances. Non-substantive changes to amend or identify the applicable sections, article, or division of the code may be made to this Ordinance at the time of codification.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the Town Commission of the Town of Ocean Ridge, Florida.

FIRST READING this ____ day of _____, 2025.

SECOND AND FINAL READING this ____ day of _____, 2025.

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 _____, 2025.

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

Agenda: Monday, August 4, 2025
Memo: Item #20.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

**Subject: Approval of Re-plat of 92 & 93 Island Dr. S and Resolution 2025-14:
Termination and Release of Easement at 93 Island Dr. S**

The applicant is requesting approval for the re-platting of the existing lots of record at 92 & 93 Island Drive South in accordance with Town Code Sections 63-31, 64-1 and 64-104.

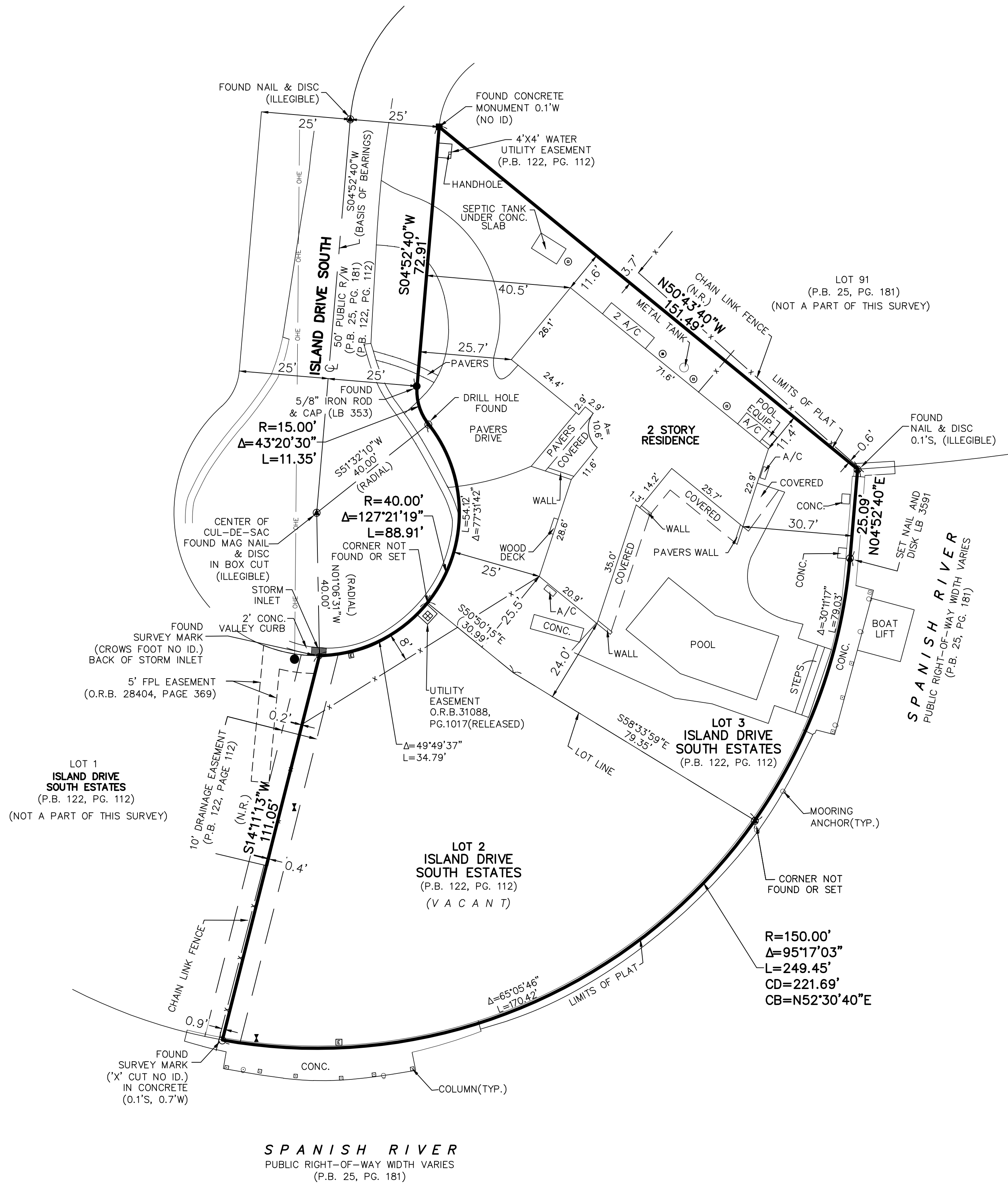
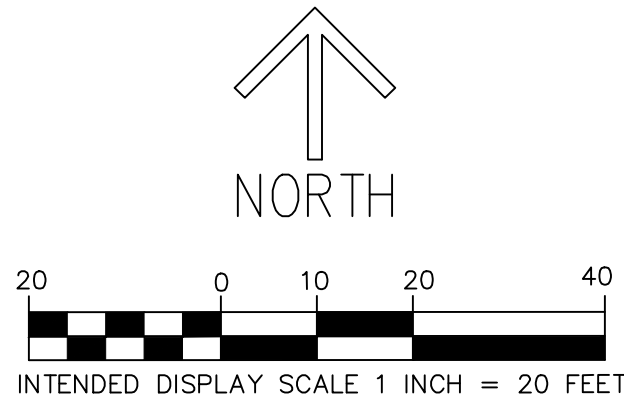
The applicant is requesting approval for the re-platting of the existing two platted lots of record, lots 2 and 3 of Island Drive South Estates recorded in Plat Book 122 Page 112. The existing lots are currently combined under one parcel control number and a home was constructed on lot 3 with the address of 92 Island Drive South. According to the Property Appraiser's information, the home was constructed in 1971, and will be demolished to accommodate their upcoming project.

The re-plat proposes to shift the interior lot line thus making one of the lots larger (14,692 square feet) and the other smaller (10,409 square feet). The proposed re-plat has been reviewed for consistency with the requirements of the RSF zoning district and complies with those requirements as indicated in the attached Plan Review Report. The re-plat was approved by the Planning & Zoning Board on July 8, 2025.

Staff recommends approval of the re-plat as presented.

Suggested Motion: I move to approve the re-plat as presented that was previously approved by the Planning & Zoning Board.

Respectfully,

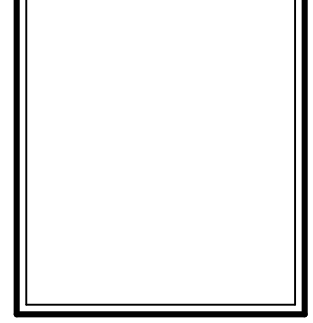


- LEGEND, ABBREVIATIONS AND SYMBOLS**
- | | | | |
|----------|-----------------------------------|---|--------------------------|
| A/C | — AIR CONDITIONER | I | IRRIGATION CONTROL VALVE |
| ALTA | — AMERICAN LAND TITLE ASSOCIATION | ⊙ | NAIL AND DISK |
| C | — CENTERLINE | ⊕ | WATER METER |
| CLF | — CHAIN LINK FENCE | ⊗ | C.O. |
| CONC | — CONCRETE | ■ | CATCH BASIN |
| COV | — COVERED | ⓔ | ELECTRIC HAND HOLE |
| D.E. | — DRAINAGE EASEMENT | ⊙ | DRILL HOLE |
| EQUIP | — EQUIPMENT | ■ | PRM |
| ESMT | — EASEMENT | ● | WOOD UTILITY POLE |
| FPL | — FLORIDA POWER & LIGHT | ○ | SURVEY MARK "X" |
| ID | — IDENTIFICATION | ● | IRON ROD |
| I.R./CAP | — IRON ROD & CAP | | |
| L | — ARC LENGTH | | |
| LB | — LICENSED BUSINESS | | |
| O.R.B. | — OFFICIAL RECORD BOOK | | |
| P.B. | — PLAT BOOK | | |
| PGS | — PAGE(S) | | |
| PRM | — PERMANENT REFERENCE MONUMENT | | |
| R | — RADIUS | | |
| R/W | — RIGHT-OF-WAY | | |
| Δ | — DELTA (CENTRAL ANGLE) | | |
| -OHE- | — ELECTRICAL WIRES OVERHEAD | | |

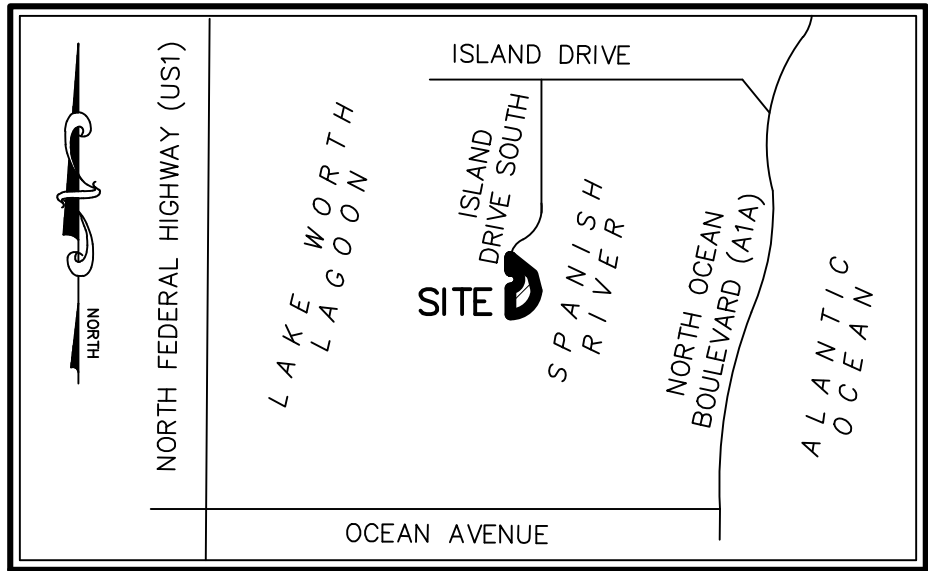
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING — LAND PLANNING
LANDSCAPE ARCHITECTURE — SURVEYING
7900 GLADES ROAD — SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991

**92 & 93 ISLAND DRIVE SOUTH
BOUNDARY SURVEY**

DATE 04/21/2025
DRAWN BY sl
F.B./ PG. ELEC
SCALE 1" = 20'



JOB # 11217
SHT.NO. 2
OF 2 SHEETS



LOCATION MAP
(NOT TO SCALE)

DEDICATION AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT 93 ISLAND DRIVE S LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE OF THE 93 ISLAND DRIVE LAND TRUST AND 92 ISLAND DRIVE S LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNERS OF THE LANDS SHOWN HEREON AS 92 & 93 ISLAND DRIVE SOUTH, BEING A REPLAT OF LOTS 2 AND 3, ISLAND DRIVE SOUTH ESTATES, RECORDED IN PLAT BOOK 122, PAGES 112 AND 113, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 43 EAST, TOWN OF OCEAN RIDGE, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION:

LOT 2, ISLAND DRIVE SOUTH ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, PAGE 112, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

LOT 3, ISLAND DRIVE SOUTH ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, PAGE 112, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS LYING IN THE TOWN OF OCEAN RIDGE, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 25,101 SQUARE FEET OR 0.5762 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

DEVELOPMENT LOT 2A

LOT 2A, AS SHOWN HEREON, IS HEREBY RESERVED FOR 93 ISLAND DRIVE S LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE OF THE 93 ISLAND DRIVE LAND TRUST, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE TOWN OF OCEAN RIDGE, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF 93 ISLAND DRIVE S LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE OF THE 93 ISLAND DRIVE LAND TRUST, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF OCEAN RIDGE, FLORIDA.

DEVELOPMENT LOT 3A

LOT 3A, AS SHOWN HEREON, IS HEREBY RESERVED FOR 92 ISLAND DRIVE S LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE TOWN OF OCEAN RIDGE, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF 92 ISLAND DRIVE S LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF OCEAN RIDGE, FLORIDA.

WATER UTILITY EASEMENT

THE WATER UTILITY EASEMENT AS SHOWN HEREON IS HEREBY RESERVED TO THE TOWN OF OCEAN RIDGE FOR THE PURPOSES OF ACCESS CONSTRUCTION, MAINTENANCE, AND OPERATION ACTIVITIES OF WATER SERVICES.

IN WITNESS WHEREOF, 93 ISLAND DRIVE S LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE OF THE 93 ISLAND DRIVE LAND TRUST, HAVE SIGNED THESE PRESENTS ON THIS _____ DAY OF _____, 2025.

93 ISLAND DRIVE S LLC,
A FLORIDA LIMITED LIABILITY COMPANY
TRUSTEE

BY: _____
GENTRY ASHMORE HOIT
AUTHORIZED REPRESENTATIVE

WITNESS: _____

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

IN WITNESS WHEREOF, 92 ISLAND DRIVE S LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAVE SIGNED THESE PRESENTS ON THIS _____ DAY OF _____, 2025.

92 ISLAND DRIVE S LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
GENTRY ASHMORE HOIT
AUTHORIZED REPRESENTATIVE

WITNESS: _____

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

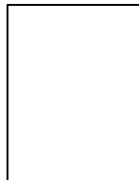
ACKNOWLEDGEMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY GENTRY ASHMORE HOIT, AS THE AUTHORIZED REPRESENTATIVE OF 92 ISLAND DRIVE S LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS ___ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION
EXPIRES: _____

COMMISSION NUMBER _____



SIGNATURE _____

PRINTED NAME – NOTARY PUBLIC _____

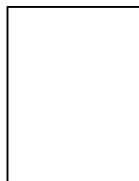
ACKNOWLEDGEMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY GENTRY ASHMORE HOIT, AS THE AUTHORIZED REPRESENTATIVE OF 93 ISLAND DRIVE S LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE OF THE 93 ISLAND DRIVE LAND TRUST, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS ___ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION
EXPIRES: _____

COMMISSION NUMBER _____



SIGNATURE _____

PRINTED NAME – NOTARY PUBLIC _____

92 AND 93 ISLAND DRIVE SOUTH

BEING A REPLAT OF LOTS 2 AND 3, ISLAND DRIVE SOUTH ESTATES, RECORDED IN PLAT BOOK 122, PAGES 112 AND 113, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 43 EAST, TOWN OF OCEAN RIDGE, PALM BEACH COUNTY, FLORIDA.

MORTGAGEE’S JOINDER AND CONSENT:

STATE OF _____
COUNTY OF _____

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT MORTGAGE UPON THE PROPERTY DESCRIBED HEREIN AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 35722, AT PAGE 579, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, MICHAEL B. EATON AND HYL A RENEE DENNIS, HAVE SIGNED THESE PRESENTS ON THIS ___ DAY OF _____, 2025.

WITNESS: _____

PRINT NAME: _____
(AS TO BOTH)

WITNESS: _____

PRINT NAME: _____
(AS TO BOTH)

BY: _____

MICHAEL B. EATON

BY: _____

HYLA RENEE DENNIS

ACKNOWLEDGEMENT:

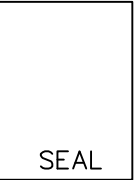
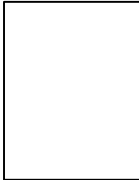
STATE OF FLORIDA)
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY MICHAEL B. EATON AND HYL A RENEE DENNIS, WHO ARE [] PERSONALLY KNOWN TO ME OR [] HAVE PRODUCED _____ AND _____ RESPECTIVELY AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2025.

MY COMMISSION
EXPIRES: _____

COMMISSION NUMBER _____



SIGNATURE _____

PRINTED NAME – NOTARY PUBLIC _____

REVIEWING SURVEYOR’S CERTIFICATE:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177.081, FLORIDA STATUTES. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR FIELD VERIFICATION OF THE PERMANENT REFERENCE MONUMENTS.

DATE: _____

PROFESSIONAL LAND SURVEYOR AND MAPPER NO. _____
STATE OF FLORIDA

CERTIFICATE OF AUTHORIZATION LB_____

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991

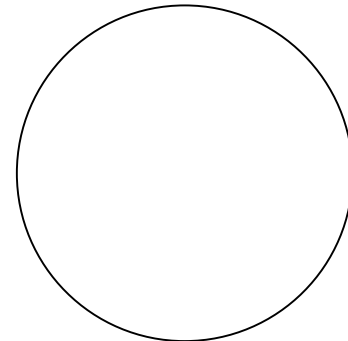
STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR
RECORD AT _____ M.
THIS _____ DAY OF _____
A.D. 2025 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGES _____ AND _____

JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

BY: _____
DEPUTY CLERK

CLERK OF THE CIRCUIT COURT
& COMPTROLLER



SHEET 1 OF 2

TOWN APPROVAL:

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS ___ DAY OF _____, 2025

TOWN OF OCEAN RIDGE, FLORIDA

ATTEST

GEOFFREY A. PUGH, MAYOR

KELLY AVERY, TOWN CLERK

TOWN ENGINEER

BY: _____
LISA A. TROPEPE, P.E.
TOWN ENGINEER

TOWN ATTORNEY

CHRISTRY L. GODDEAU
TOWN ATTORNEY

TITLE CERTIFICATION:

STATE OF _____
COUNTY OF _____

I (WE), _____, A TITLE INSURANCE COMPANY, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HERON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN 92 ISLAND DRIVE S LLC, A FLORIDA LIMITED LIABILITY COMPANY AND 93 ISLAND DRIVE S LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE OF THE 93 ISLAND DRIVE LAND TRUST; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____

BY: _____
NAME: _____
TITLE: _____
FLORIDA BAR NO. _____

SURVEYOR’S CERTIFICATE:

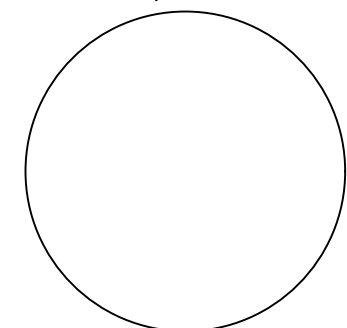
STATE OF FLORIDA) COUNTY
OF PALM BEACH)

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AS REQUIRED BY CHAPTER 177.091(7) F.S., AND THAT MONUMENTS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091(9) F.S.; AND FURTHER THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE TOWN OF OCEAN RIDGE, PALM BEACH COUNTY, FLORIDA.

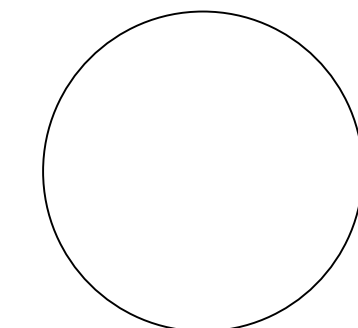
DATE: _____

DAVID P. LINDLEY, PSM
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
CAULFIELD & WHEELER, INC.
7900 GLADES ROAD, SUITE 100
BOCA RATON, FL 33434
CERTIFICATE OF AUTHORIZATION LB3591

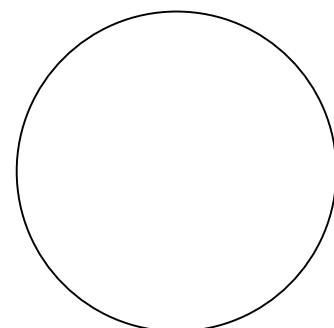
SEAL
93 ISLAND DRIVE S LLC, A
FLORIDA LIMITED LIABILITY
COMPANY, AS TRUSTEE



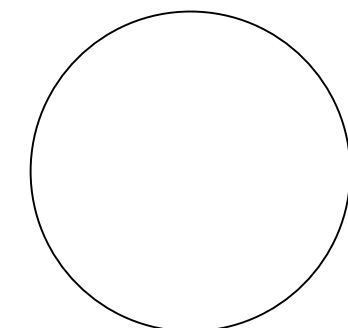
SEAL
92 ISLAND DRIVE S LLC,
A FLORIDA LIMITED LIABILITY
COMPANY



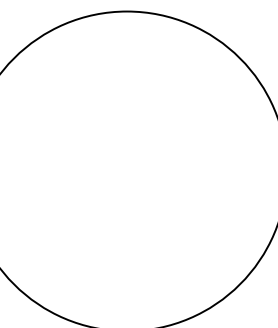
SEAL
MORTGAGE
MICHAEL B. EATON AND
HYLA RENEE DENNIS



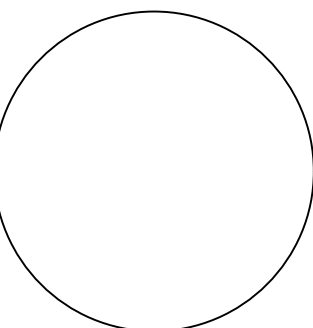
SEAL
TOWN OF OCEAN RIDGE



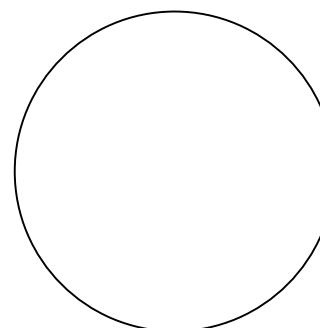
SEAL
TOWN ENGINEER



SEAL
REVIEWING SURVEYOR



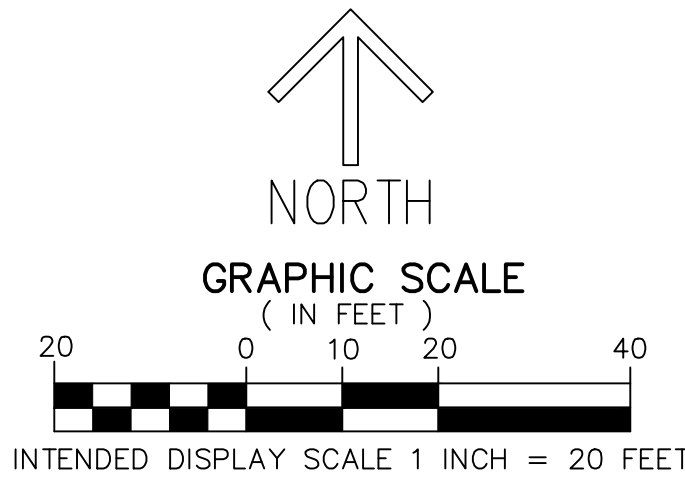
SEAL
DAVID P. LINDLEY, RLS



92 AND 93 ISLAND DRIVE SOUTH

BEING A REPLAT OF LOTS 2 AND 3, ISLAND DRIVE SOUTH ESTATES, RECORDED IN PLAT BOOK
122, PAGES 112 AND 113, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
BEING IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 43 EAST, TOWN OF OCEAN RIDGE,
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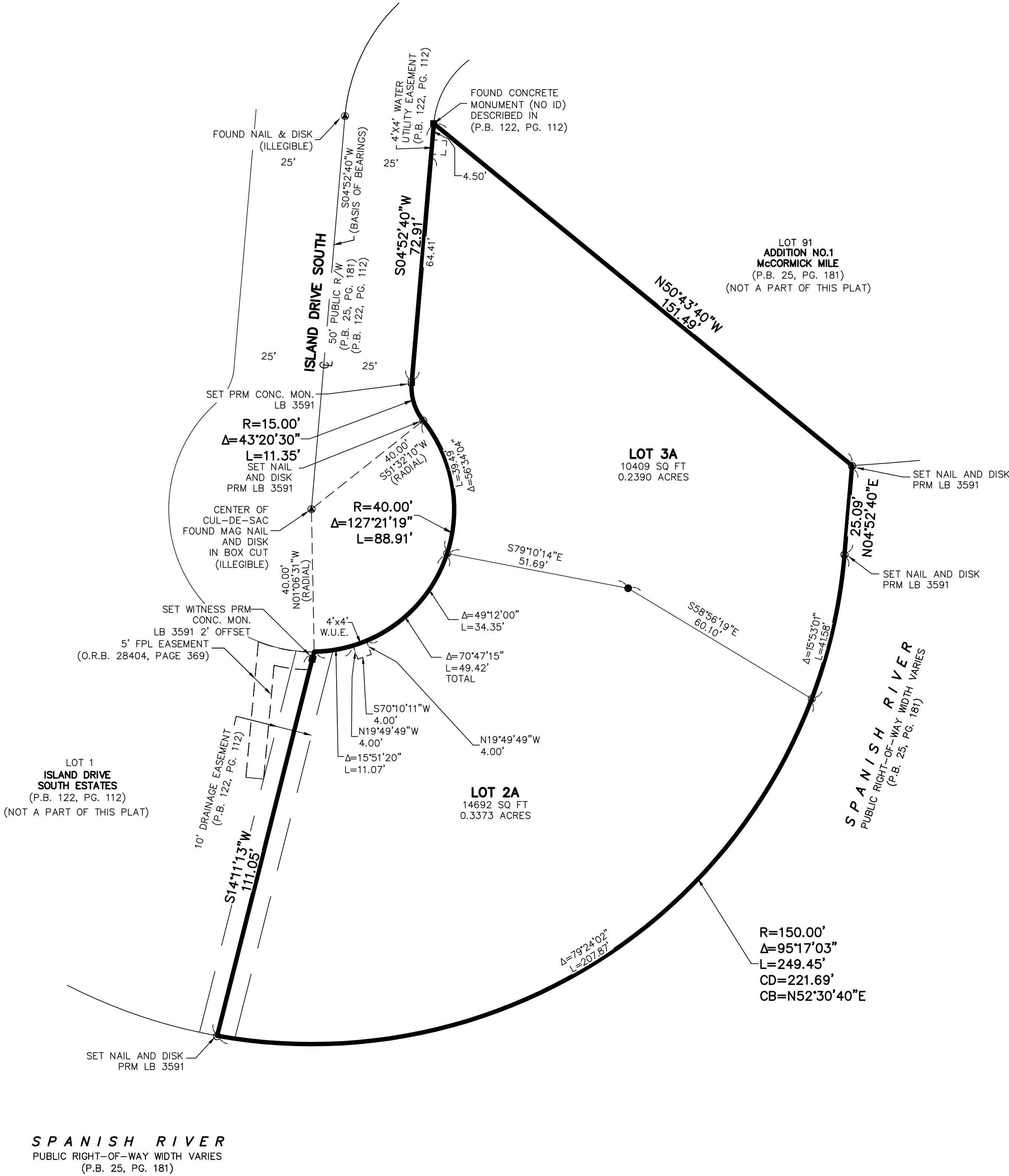
THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD & WHEELER, INC.
SURVEYORS — ENGINEERS — PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 — (561)392-1991



SHEET 2 OF 2

SURVEYOR & MAPPER'S NOTES:

- BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT THE TOWN OF OCEAN RIDGE ZONING REGULATIONS.
- BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S04°52'40"W ALONG THE WELL ESTABLISHED CENTERLINE OF ISLAND DRIVE SOUTH, ISLAND DRIVE SOUTH ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT 122, PAGE 112, OF THE PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
- RECORDING INFORMATION SHOWN HEREON IS IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- ALL LINES INTERSECTING CIRCULAR CURVES ARE NON-RADIAL, UNLESS OTHERWISE NOTED.
- THE TOWN OF OCEAN RIDGE IS HEREBY GRANTED THE RIGHT OF ACCESS FOR EMERGENCY AND MAINTENANCE PURPOSES.



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

LEGEND, ABBREVIATIONS AND SYMBOLS

- | | |
|--|---|
| Δ — DELTA (CENTRAL ANGLE) | ● NAIL AND DISK, STAMPED "PRM LB 3591" |
| CB — CHORD BEARING | ■ PRM — PERMANENT REFERENCE |
| CD — CHORD DISTANCE | ■ CONC. MON. — CONCRETE MONUMENT, STAMPED LB 3591 |
| CONC. MON. — CONCRETE MONUMENT | ● SET IRON ROD AND CAP, LB 3591 |
| FPL — FLORIDA POWER & LIGHT | |
| L — ARC LENGTH | |
| LB — LICENSED BUSINESS | |
| NO. — NUMBER | |
| O.R.B. — OFFICIAL RECORD BOOK | |
| P.B. — PLAT BOOK | |
| PGS — PAGE(S) | |
| PSM — PROFESSIONAL SURVEYOR AND MAPPER | |
| R — RADIUS | |
| R/W — RIGHT-OF-WAY | |
| W.U.E. — WATER UTILITY EASEMENT | |



KEISER LEGAL



92 AND 93 ISLAND DRIVE S

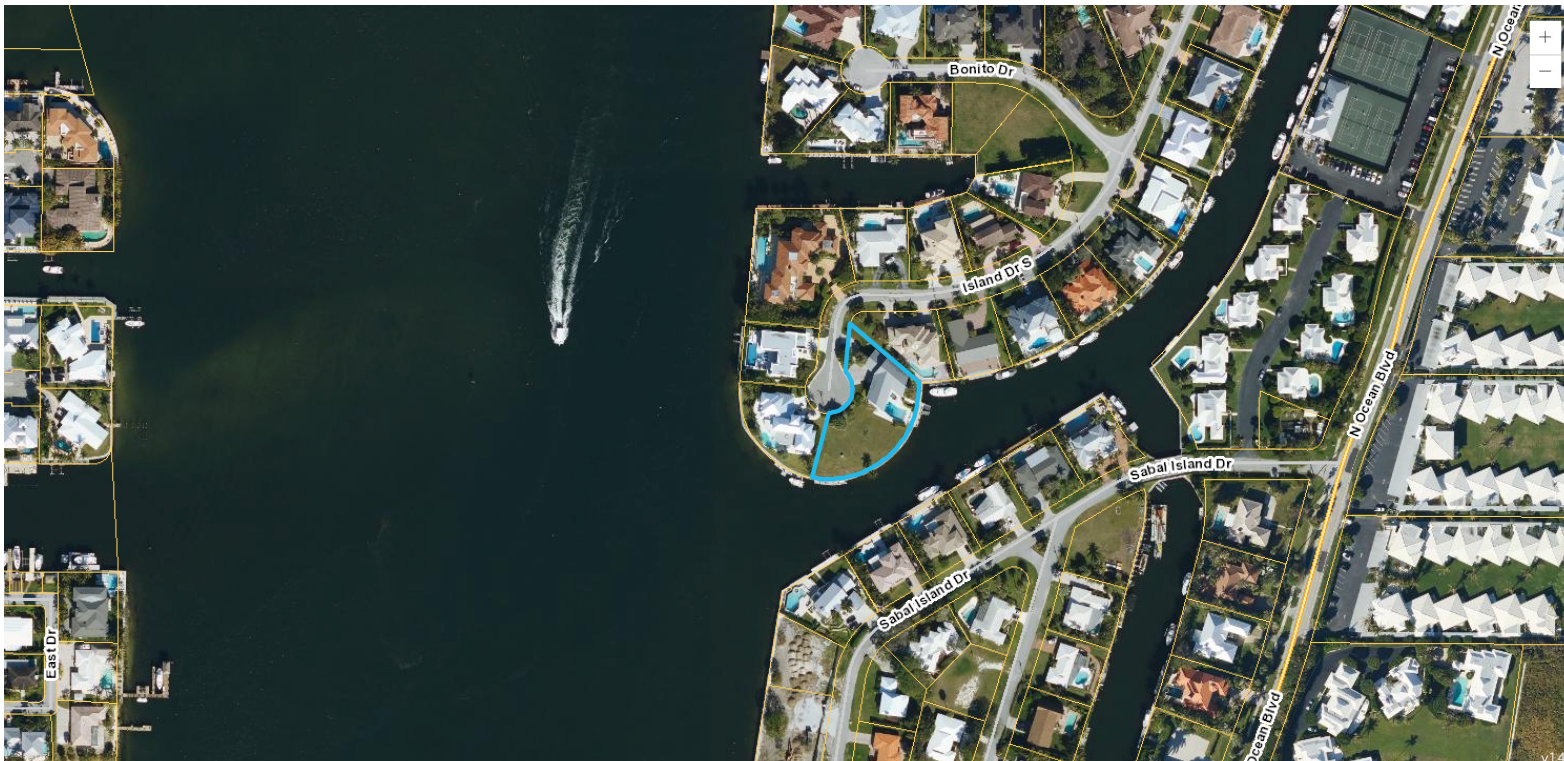
REPLAT

TOWN COUNCIL

AUGUST 4, 2025

By Andrea M. Keiser, Esq. and Heather Jo Allen, Esq.

AERIAL VIEW OF DEVELOPMENT SITE



Location: Located on Island Drive south of Bonito Drive and north of Sabal Island Drive

Acreage: Approx. +/- 0.5762

FLU Designation: Single Family Residential ("SF")

Zoning District: Single Family Residential State ("RSF")

APPLICATIONS

1. Replat

- Purpose: To reconfigure the lot line between Lot 2 and Lot 3

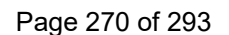
2. Release of Utility Easement Agreement

- Purpose: To terminate rights granted in an existing utility easement agreement because the existing water meter for the soon-to-be demolished home will be removed in its entirety

Town of Ocean Ridge Land Development Code Chapter 64 Zoning

(j) *RSF — Single-family residential property development regulations.* Property development regulations for the RSF district are as follows:

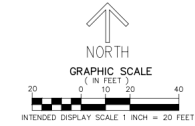
- Area: 10,000 square feet.
- Width (interior): 80 feet.
- Width (corner): 90 feet.
- Depth: 100 feet.



THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD & WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991

92 AND 93 ISLAND DRIVE SOUTH

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PALM BEACH COUNTY, FLORIDA.



SHEET 2 OF 2

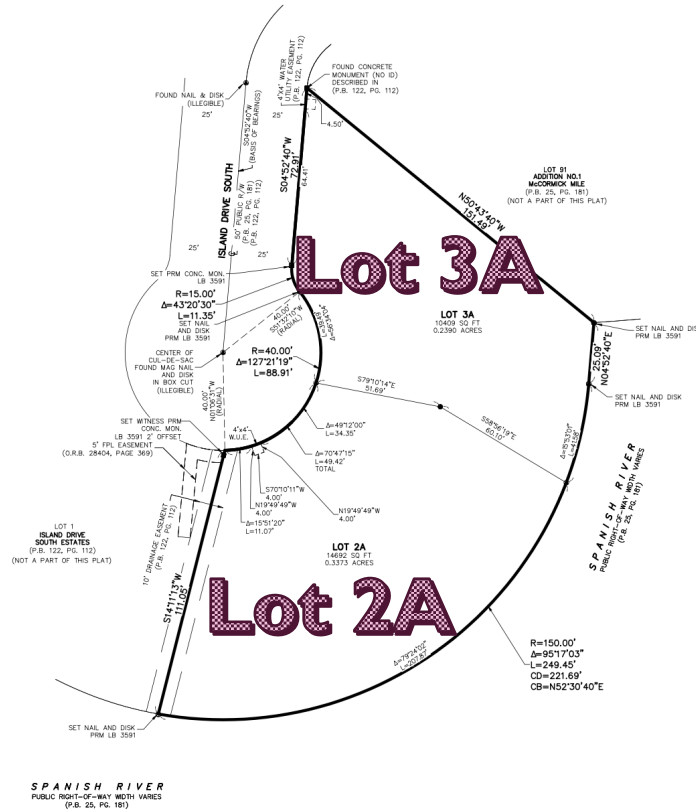
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LEGEND, ABBREVIATIONS AND SYMBOLS

- | | |
|---|---|
| A - DELTA (CENTRAL ANGLE) | ■ NAIL AND DISK, STAMPED "PRM LB 3591" |
| CB - CHORD BEARING | ■ PERMANENT REFERENCE MONUMENT, STAMPED LB 3591 |
| CD - CHORD DISTANCE | |
| CONC. MON. - CONCRETE MONUMENT | |
| FPL - FLORIDA POWER & LIGHT | |
| L - ARC LENGTH | |
| LB - LICENSED BUSINESS | |
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| PRM - PROFESSIONAL SURVEYOR AND MAPPER | |
| R - RADIUS | |
| R/W - RIGHT-OF-WAY | |
| W.U.E. - WATER UTILITY EASEMENT | |



Replat

11217

A newly proposed water meter will be built for the new construction and dedicated on the replat.



K E I S E R L E G A L

QUESTIONS?

CONTACT:

KEISER LEGAL, PLLC

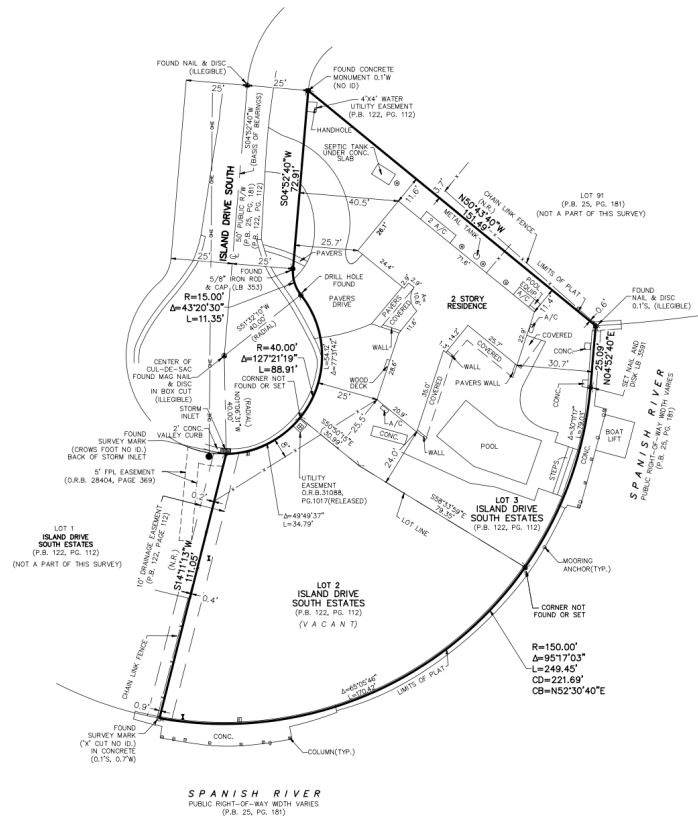
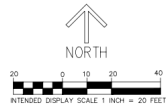
ANDREA M. KEISER, ESQ.

ANDREA@KEISERLEGAL.COM

561-349-6990



KEISER LEGAL



- LEGEND, ABBREVIATIONS AND SYMBOLS**
- ALC - AIR CONDITIONER
 - ALA - AMERICAN LAND TITLE ASSOCIATION
 - C - CENTERLINE
 - CLF - CHAIN LINK FENCE
 - CONC - CONCRETE
 - C.O. - CROWN
 - DE - DRAINAGE EASEMENT
 - EQUIP - EQUIPMENT
 - ESMT - EASEMENT
 - FPL - FLORIDA POWER & LIGHT
 - ID - IDENTIFICATION
 - IR/CAP - IRON ROD & CAP
 - LB - LICENSED BUSINESS
 - O.B.S. - OFFICIAL RECORD BOOK
 - P.B. - PLAT BOOK
 - POS - PAGES
 - PRM - PERMANENT REFERENCE MONUMENT
 - R - RADIUS
 - R/W - RIGHT-OF-WAY
 - Δ - DELTA (CENTRAL ANGLE)
 - E- - ELECTRICAL WIRES OVERHEAD
 - IRIGATION CONTROL VALVE
 - NAIL AND DISK
 - WATER METER
 - C.O.
 - ELECTRIC HAND HOLE
 - DRILL HOLE
 - PRM
 - WOOD UTILITY POLE
 - SURVEY MARK "X"
 - IRON ROD

Survey

DATE	06/04/2022
BY	W
DATE	06/02/2022
BY	W
DATE	06/02/2022
BY	W

CAULFIELD & WHEELER, INC.
LAND SURVEYING AND PLANNING
7900 GLADES ROAD - SUITE 100
DADE COUNTY, FL 33153
PHONE (305) 392-1891
FAX (305) 392-1891

**92 & 93 ISLAND DRIVE SOUTH
BOUNDARY SURVEY**

DATE	04/21/2022
DRAWN BY	W
T.B. / P.C.	ELEC
SCALE	1" = 20'

JOB #	11217
SHEET NO.	2
OF 2 SHEETS	



SOUTH



EAST



NORTH



WEST

PHOTOS OF PROPERTY



RESOLUTION NO. 2025-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA, APPROVING THE TERMINATION AND RELEASE OF EASEMENT AT 92 ISLAND DRIVE SOUTH IN EXCHANGE FOR A NEW EASEMENT BY REPLAT; AND PROVIDING FOR EXECUTION, DIRECTIONS FOR RECORDING AND AN EFFECTIVE DATE.

WHEREAS, on October 7, 2019, the Town of Ocean Ridge (the “Town”) and a prior owner of the property generally located at 92 Island Drive South (the “Property”) entered that Utility Easement Agreement (recorded on December 13, 2019 in the Palm Beach County Official Records Book 31088, Page 1017) (the “**Agreement**”) which created a sixteen (16) square foot, perpetual utility easement on the Property for the Town’s water utility purposes (the “**Easement**”); and

WHEREAS, the new owner of the Property has received development review approval from the Town’s Planning and Zoning Commission for the redevelopment of the Property with a new single-family home (the “**Project**”) consistent with the new owner’s proposed re-plat of the Property and the adjoining parcel at Lot 3A of the 92 and 93 Island Drive South Replat (previously known as Lot 3 of the Island Drive South Estates Plat as recorded in Plat Book 122, Page 112, Official Records of Palm Beach County, Florida) (the “**Replat**”); and

WHEREAS, to develop the Project as proposed, the Property Owner has requested that the Agreement (inclusive of the Easement) be terminated via the Termination and Release of Easement, which is attached hereto as **Exhibit “A”** and made a part of this Resolution, and a new easement be created by the recording of the Replat in conjunction with the Project; and

WHEREAS, the Town Commission is agreeable to terminating the Agreement (inclusive of the Easement) and to allow the Property Owner to establish a new easement through the recording of the Replat; and

WHEREAS, pursuant to the Agreement, the Town Commission is authorized to terminate the Easement; and

WHEREAS, subject to the Town Commission’s approval of the Replat, the Property Owner shall be responsible for the removal, relocation, and replacement of the Easement and the creation of the new easement consistent with the Replat; and,

WHEREAS, the Town Commission finds terminating the Agreement (inclusive of the Easement) as provided herein via the Termination and Release of Easement in exchange for a new easement by the Replat serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Town Commission of Ocean Ridge, Florida, as follows:

Section 1. The foregoing recitals constitute findings of fact and are incorporated as if fully set

forth herein.

Section 2. The Town Commission of the Town of Ocean Ridge hereby approves the Termination and Release of Easement attached hereto as **Exhibit “A”** and made a part of this Resolution.

Section 3. The Mayor is hereby authorized to execute the Termination and Release of Easement attached hereto as **Exhibit “A”**.

Section 4. Upon the Town Commission’s approval of the Replat and recording of the Replat in the Official Records, **Exhibit “A”** shall be recorded in the Official Records of Palm Beach County, Florida.

Section 5. This Resolution shall become effective immediately upon its adoption.

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

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

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

TOWN OF OCEAN RIDGE, FLORIDA

BY: _____
Geoff Pugh, Mayor

ATTEST:

BY: _____
Kelly Avery, Town Clerk

Exhibit "A"
Termination and Release of Easement

Prepared by and return to:

Andrea M. Keiser, Esq.
Keiser Legal, PLLC
55 SE 2nd Avenue, Suite 102
Delray Beach, FL 33444
Phone: 561-349-6990

A portion of PCN: 46-43-45-22-48-000-0020

(Space Above This Line For Recording Data)

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TERMINATION AND RELEASE OF EASEMENT

THIS TERMINATION AND RELEASE OF EASEMENT is made and entered into as of the 4th day of August, 2025, by and between **93 Island Drive S LLC, a Florida limited liability company, as Trustee of the 93 Island Drive Land Trust dated April 28, 2025** (the “Property Owner”), and the **Town of Ocean Ridge**, a municipal corporation in Palm Beach County, Florida (the “Town”).

WHEREAS, the Property Owner is the purchaser of real property located within the municipal boundaries of the Town of Ocean Ridge, Florida, known as Lot 2A of the 92 and 93 Island Drive South Replat (previously known as Lot 2 of the Island Drive South Estates Plat as recorded in Plat Book 122, Page 112, Official Records of Palm Beach County, Florida) (the “**Property**”); and

WHEREAS, on October 7, 2019, the Town and a prior owner of the Property entered that Utility Easement Agreement (recorded on December 13, 2019 in the Palm Beach County Official Records Book 31088, Page 1017) (the “**Agreement**”) which created a sixteen (16) square foot, perpetual utility easement on the Property for the Town’s water utility purposes (the “**Easement**”); and

WHEREAS, the Property Owner has received development review approval from the Town’s Planning and Zoning Commission for the redevelopment of the Property with a new single-family home (the “**Project**”) consistent with the Property Owner’s proposed re-plat of the Property and the adjoining parcel at Lot 3A of the 92 and 93 Island Drive South Replat (previously known as Lot 3 of the Island Drive South Estates Plat as recorded in Plat Book 122, Page 112, Official Records of Palm Beach County, Florida) (the “**Replat**”); and

WHEREAS, to develop the Project as proposed, the Property Owner has requested that the Agreement (inclusive of the Easement) be terminated and a new easement be created by the recording of the Replat in conjunction with the Project; and

WHEREAS, the Town Commission is agreeable to terminating the Agreement (inclusive of the Easement) and to allow the Property Owner to establish a new easement through the recording of the Replat; and

WHEREAS, pursuant to the Agreement, the Town Commission is authorized to terminate the Easement; and

WHEREAS, subject to the Town Commission's approval of the Replat and recording of the same, the Property Owner shall be responsible for the removal, relocation, and replacement of the Easement and the creation of the new easement consistent with the Replat.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Property Owner and Town agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. This Termination and Release of Easement shall become effective upon the Town Commission's approval of the Replat and the Replat being recorded in the Official Records. Once the Replat is recorded, this Termination and Release of Easement shall be recorded in the Official Records in and for Palm Beach County, Florida. If the Replat is not approved and/or not recorded in the Official Records, this Termination and Release of Easement shall be deemed null and void and of no further force and effect.
3. Upon the recording of this Termination and Release of Easement, the Agreement, including the Easement granted therein, shall be deemed and is fully canceled, terminated, extinguished, and released to the extent that it shall have no further force or effect and shall no longer bind the Property, its agents, successors, and assigns. At such time, the Clerk of the Court, Palm Beach County, Florida, is directed to cancel the Agreement of record.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release of Easement to be executed on the day and year indicated below:

ATTEST:

TOWN OF OCEAN RIDGE, Florida

By: _____
Kelly Avery, Town Clerk

By: _____
Geoff Pugh, Mayor

Witness:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Print Name:
Address: 6450 N. Ocean Blvd.
Ocean Ridge, FL 33435

By: _____
Christy Goddeau, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, by means of physical presence, the foregoing Termination and Release of Easement was acknowledged before me by Geoff Pugh, as the Mayor of the Town of Ocean Ridge, who is personally known to me and who did not take an oath.

WITNESS my hand and official seal this ____ day of _____, 2025.

Notary Seal:

Notary Public

Signed, sealed and delivered
in the presence of:

Property Owner:
93 Island Drive S LLC, a Florida limited
liability company, as Trustee of the 93
Island Drive Land Trust dated April 28, 2025

WITNESSES:

Signature – Witness 1

Print Name – Witness 1

Address

Signature – Witness 2

Print Name – Witness 2

Address

Print Name: _____

Print Title: _____

[Corporate Seal]

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, by means of ___ physical presence or ___ online notarization, the foregoing Termination and Release of Easement was acknowledged before me by _____, as _____ (TITLE) of 93 Island Drive S LLC, a Florida Limited Liability Company and the Property Owner ___ who is personally known to me or ___ who has produced _____ as identification and who did not take an oath.

WITNESS my hand and official seal this ____ day of _____, 2025.

Notary Seal:

Notary Public



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Executive Director

July 1, 2025

Lynne Ladner, Town Manager & Finance Director
Town of Ocean Ridge
6450 North Ocean Blvd
Ocean Ridge, FL 33435

Reference: FY 2025-2026 Hurricane Loss Mitigation Program (HLMP) Award Letter

Dear Lynne Ladner,

The Florida Division of Emergency Management is pleased to award grant funding through the Hurricane Loss Mitigation Program as outlined below. The Recipient will provide mitigation retrofit improvements as identified in the submitted FY 2025-2026 application. The proposed project type and budget submitted with your application are hereby conditionally approved.

Please be advised that any changes to the proposed project type and budget must be approved by our office prior to the issuance of a contract or start of construction.

Project Title and Activity	Total HLMP Award	Total Project Cost
Town of Ocean Ridge Town Hall and Police Department Wind Retrofit	\$250,000.00	\$590,654.00

The effective date of this award is July 1, 2025. The HLMP grant is a cost reimbursement grant; therefore, the Recipient shall secure funding to ensure successful project completion. The Division will reimburse the Recipient for eligible project costs not to exceed the approved award.

To accept or decline the grant award, please send an e-mail to Jillian Holzman at Jillian.Holzman@em.myflorida.com no later than **July 9, 2025**. If accepting, please include the point of contact designated to manage this award and project and include the address and phone number for the designated POC.

If you have any questions, please contact the HLMP Program Manager Jillian Holzman at Jillian.Holzman@em.myflorida.com or 850-815-4515.

Sincerely,

Laura Dhuwe

Digitally signed by Laura
Dhuwe
Date: 2025.07.01 10:46:18
-04'00'

Laura Dhuwe
Chief of Mitigation
State Hazard Mitigation Officer

Enclosures (1)

Summary of Town Manager Activities – July 2025

TO: Mayor and Town Commission

FROM: Michelle Berger, Interim Town Manager

MEETING DATE: August 4, 2025

SUBJECT: Summary of Town Manager Activities – July 2025

This memo outlines the tasks, meetings, and initiatives I carried out as Interim Town Manager for the Town of Ocean Ridge during the month of July. This period included strategic planning, interagency coordination, grant management, infrastructure advancement, and key operational transitions to support the Town's mission of delivering exceptional service and accountability.

Grants & Compliance

- Submitted the approved property reconciliation report for the PGIT insurance for the Town.
- Finalized the requirements and initiated the posting of the Neighborhood Park Acquisition sign to recognize FDEP's contribution under the FRDAP grant, fulfilling final reporting requirements for grant reimbursement.
- Received award notification from the Hurricane Loss Mitigation Program (HLMP) for the Town Hall and Police Department Wind Retrofit project; initiated next steps for contract development and kickoff meeting.

Personnel & Operational Transitions

- Managed the retirement transition of the long-time Town Treasurer, effective July 28, 2025, by reassigning duties to existing staff.
- Reclassified current staff to ensure continuity and proper separation of financial responsibilities in compliance with audit requirements.
- Performed a deep-dive review of the Town's credit card usage policies and practices; created a new credit card policy with appropriate role-based limits and conducted staff training on the new process.

Infrastructure & Procurement

- Met with multiple vendors to review vehicle purchase and lease options available under the State of Florida procurement contract.
- Met with contractors to evaluate their capabilities and responsiveness for executing Phase 4 of the watermain replacement with urgency.
- Engaged with City of Boynton Beach Utilities to develop a cooperative partnership in support of the Phase 4 water infrastructure project.

Planning & Community Engagement

- Met with Planning and Zoning stakeholders to gain insights into current development issues and identify proactive solutions.

This month reflects our ongoing efforts to improve internal operations, secure critical funding, and advance our infrastructure agenda. Please let me know if additional detail is desired in any of the listed areas. I remain committed to ensuring transparency, progress, and excellent service on behalf of the Town.

Respectfully submitted,
Michelle Heiser
Town Manager
Town of Ocean Ridge



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

June 2025 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)

ORPD Other Activity:		JUNE 2025					
Type	Total	Days- Roy	Days- Parkerson	Nights- Ramirez	Nights- Stang	ACE	CP
<u>Traffic</u>							
Citations	245	6	84	41	37	73	4
Written Warnings	329	47	39	62	55	124	2
Parking Tickets/Municipal Warnings	17	1	3	0	6	7	0
Traffic Stops	474	55	93	93	85	142	6
<u>Arrests:</u>							
S19 Felony	4	1	0	1	0	2	0
S18 Misdemeanor	7	1	4	2	0	0	0
<u>Telephone Calls Handled by Dispatch:</u>							
<u>JUNE 2025</u>		<u>Year to Date</u>					
9-1-1	67	347					
Incoming/Non-Emergency	370	2513					
Outgoing/Non-Emergency	207	1131					
Total:	644	3932					
<u>Walk-Ins Handled by Dispatch:</u>		<u>Year to Date</u>					
All	177	1625					
After Business Hours	100	889					
Alarm Sign Issuance-	0	1					
Alarm Technician-	8	74					
AOD/Range Use-	4	22					
Burn Permit-	0	4					
Fingerprints-	2	14					
Keys-	0	9					
Pet Tag/Vehicle Decal-	2	25					
Report/Record Request-	7	72					
Vendors-	36	203					
Visitor for Chief-	2	24					
Visitor for Lt or Investigator-	5	19					
Visitor/Info-	99	846					
Gift/Food Delivery	3	31					
Pick up Property/Evidence-	1	14					
Pill Drop-	8	54					

BRINY BREEZES JUNE 2025

Description	Signal	Count
ON FOOT W/PORTABLE	10108	33
TRAFFIC STOP	1050	9
DISTRICT CHECK	DC	201
SUSPICIOUS PERSON	S13P	1
INFORMATION	S14	1
SPECIAL DETAIL	S15	1
THEFT	S30	1
OPEN DOOR	S48	2
MEDICAL CALL	S73	2
WELFARE CHECK	S84	5
ILLEGAL PARKING	S90	10
BEACH PATROL	BCHK	26

Total Calls for Service	65
District Checks	201
Beach Patrols	26
Total Calls w/ DC's & BCHKs	292

OTHER ACTIVITY

Traffic

Citations	1
Verbal Warnings	1
Written Warnings	7
Parking Tickets	7

ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 06/01/2025 00:00 Through 06/30/2025 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
10108	ON FOOT W/PORTABLE	59
10109	VEHICLE MAINTENANCE	182
1040	MEAL BREAK	10
1050	TRAFFIC STOP	458
1058	AT STATION	24
1060	ASSIST TO MOTORIST	3
805	VTC SOLICIT W/O PERMIT (DOOR TO DOOR)	4
806	VTC WORKING WHEN NOT PERMITTED	7
807	VTC TRASH/GARBAGE	1
820	VTC ANIMALS ON BEACH	1
821	VTC DOGS AT LARGE	1
832	VTC SLEEPING OUTDOORS	2
BCHK	BEACH PATROL	243
DC	DISTRICT CHECK	1350
HCKH	HOUSE CHECK HAND	549
HCKV	HOUSE CHECK VISUAL	474
S04	AUTO ACCIDENT	2
S07	DECEASED PERSON	1
S12	RECKLESS DRIVER	1
S13P	SUSPICIOUS PERSON	8
S13V	SUSPICIOUS VEHICLE	4
S14	INFORMATION	2
S15	SPECIAL DETAIL	66
S21C	BURGLARY CONVEYANCE	1
S25	FIRE/FD ASSIST	2
S38	DOMESTIC	1
S48	OPEN DOOR	1
S48G	OPEN GARAGE DOOR	5
S49	ALARM	44
S49F	FIRE ALARM	3
S51	TRESPASS	1
S53	EMBEZZLEMENT/FRAUD	3
S57	DRUG CASE	1

ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 06/01/2025 00:00 Through 06/30/2025 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
S68	POLICE SERVICE CALL	33
S70	ANIMAL COMPLAINT	5
S72	LOST/FOUND PROPERTY	2
S73	MEDICAL CALL	16
S76	ASSIST OTHER DEPARTMENT	25
S79	911 PRANK/FALSE/ACCID CALL	9
S80	UNWANTED GUEST	1
S84	WELFARE CHECK	12
S90	ILLEGAL PARKING	17
S92	TRAFFIC LIGHT PROBLEMS	1
S93	STREET OR TRAFFIC SIGNS	1
S96	PROPERTY DAMAGE	2
TOTAL ACTIVITY:		3638

JUNE 2025 BOYNTON BEACH FIRE RESCUE REPORT

IncidentNumber	Date	Full Incident Address	Incident City	Station	Incident Type Description	Emergency	Total Response Time (Exposure 0)
2507469	6/1/2025	5500 BLKN Ocean Blvd 108 Ocean Ridge	Ocean Ridge	Station 4	Public service assistance, other	Non-Emergency	4.1
2507521	6/2/2025	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Tower 2	Swimming/recreational water areas rescue	Non-Emergency	3
2507530	6/2/2025	Beachway N Ocean Ridge	Ocean Ridge	Station 4	Alarm system activation, no fire - unintentional	Non-Emergency	6.5
2507581	6/4/2025	N Heron Dr Briny Breezes	Briny Breezes	Station 4	EMS call, excluding vehicle accident with injury	Emergency	6.3
2507595	6/4/2025	David Ln Ocean Ridge	Ocean Ridge	Station 4	EMS call, excluding vehicle accident with injury	Emergency	5.3
2507648	6/5/2025	Bamboo Dr Briny Breezes	Briny Breezes	Station 2	EMS call, excluding vehicle accident with injury	Emergency	5.3
2507755	6/7/2025	Island Dr S Ocean Ridge	Ocean Ridge	Station 1	Dispatched & canceled en route	Emergency	
2507850	6/9/2025	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Tower 2	Swimming/recreational water areas rescue	Non-Emergency	3
2507866	6/9/2025	5700 BLK Old Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	Emergency medical service incident, other	Emergency	5.7
2507891	6/10/2025	6500 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	EMS call, excluding vehicle accident with injury	Emergency	6.5
2507902	6/10/2025	5500 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	EMS call, excluding vehicle accident with injury	Non-Emergency	11.3
2507903	6/10/2025	6700 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	Dispatched & canceled en route	Emergency	
2507934	6/11/2025	Sabal Island Dr Ocean Ridge	Ocean Ridge	Station 1	EMS call, excluding vehicle accident with injury	Emergency	7.7
2507954	6/11/2025	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Tower 1	Swimming/recreational water areas rescue	Non-Emergency	3
2507976	6/12/2025	Dock Dr Briny Breezes	Briny Breezes	Station 4	EMS call, excluding vehicle accident with injury	Emergency	4.8
2507980	6/12/2025	Sailfish Ln Ocean Ridge	Ocean Ridge	Station 4	Emergency medical service incident, other	Emergency	4.7
2508064	6/13/2025	Hibiscus Way Ocean Ridge	Ocean Ridge	Station 4	Alarm system activation, no fire - unintentional	Emergency	4.1
2508103	6/14/2025	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Tower 2	Swimming/recreational water areas rescue	Non-Emergency	1
2508183	6/16/2025	Douglas Dr Ocean Ridge	Ocean Ridge	Station 4	EMS call, excluding vehicle accident with injury	Emergency	3.6
2508188	6/16/2025	Fayette Dr Ocean Ridge	Ocean Ridge	Station 4	EMS call, excluding vehicle accident with injury	Emergency	6.2
2508266	6/18/2025	Coconut Ln Ocean Ridge	Ocean Ridge	Station 1	EMS call, excluding vehicle accident with injury	Emergency	6.3
2508285	6/19/2025	6900 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	EMS call, excluding vehicle accident with injury	Emergency	8.9
2508343	6/20/2025	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Tower 2	Water & ice-related rescue, other	Non-Emergency	1
2508351	6/20/2025	6200 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	Municipal alarm system, malicious false alarm	Emergency	5.6
2508410	6/21/2025	5500 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	Emergency medical service incident, other	Emergency	2
2508414	6/21/2025	Beachway N Ocean Ridge	Ocean Ridge	Station 4	Alarm system activation, no fire - unintentional	Emergency	5.3
2508426	6/21/2025	6062 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	Emergency medical service incident, other	Emergency	6.2
2508466	6/23/2025	Harbour Dr S Ocean Ridge	Ocean Ridge	Station 1	Alarm system activation, no fire - unintentional	Emergency	7.6
2508480	6/23/2025	6700 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	Emergency medical service incident, other	Emergency	5.6
2508486	6/23/2025	5500 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	Emergency medical service incident, other	Emergency	5
2508712	6/28/2025	Ocean Ave Ocean Ridge	Ocean Ridge	Station 1	EMS call, excluding vehicle accident with injury	Emergency	4.4
2508789	6/30/2025	6700 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	Carbon monoxide detector activation, no CO	Non-Emergency	8.6

Ocean Ridge Summary		Briny Breezes Summary	
Medical Calls	20	Medical Calls	3
Fire/Other Calls	9	Fire/Other Calls	0
Total	29	Total	3

EMS Calls exceeding 10 minutes consist of; (1) non-emergency