

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



**December 1, 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 join the meeting, go to: <https://www.youtube.com/@oceanridge9274>

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA

PRESENTATIONS & PROCLAMATIONS

ANNOUNCEMENTS

1. The meeting schedule for the next month is as follows: Regular Town Commission Meeting Monday, January 12th at 6:00 PM; Code Enforcement Hearing Tuesday, December 2nd at 10:00 AM; Planning & Zoning Board Meeting Tuesday, December 16th at 9 AM. All meetings are held in the Commission Chambers at Town Hall.
2. The 2025 Special General Election for District 90 will be held on Tuesday, December 9th from 7:00 am to 7:00 pm in the Community Room at the Ocean Ridge Town Hall
3. The Annual Municipal Election in March 2026 has been cancelled, as there were only two candidates that qualified for the two open Town Commissioner seats. Congratulations to Commissioner Cassidy and Commissioner Hutchins who will serve as Town Commissioners for another three-year term and will be sworn-in at the April meeting.
4. Please join us on Friday, December 5th from 5:00 – 7:00 p.m. for the annual “Light the Lights” holiday event, which will be held at the Town Hall complex.
5. Town Hall will be closed on Thursday, December 25th and Friday, December 26th in observance of the Christmas holiday, and Thursday, January 1st, 2026, in observance of the New Year.
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 November 3, 2025, Regular Meeting
8. October 2025 Financials
9. December 2025 Holiday Schedule
10. Ratification of Emergency Contract for Repair - Phase 1 Watermain
11. Approval of Resolution 2025-23: A Resolution Of The Town Of Ocean Ridge, Florida, Relating To The State Revolving Fund Loan Program; Making Findings; Authorizing The Loan Application; Authorizing The Loan Agreement; Establishing Non-Ad Valorem Covenant To Budget Pledged Revenues; Designating Authorized Representatives; Providing Assurances; Providing For Conflicts, Severability, And Effective Date

REGULAR AGENDA ITEMS

12. Approval of Unity of Title - 50 Coconut Ln
13. Approval of Ordinance on First Reading: Ordinance 2025-07: An Ordinance Of The Town Of Ocean Ridge, Florida, Amending Its Code Of Ordinances At Chapter 64, “Zoning”, Article I, “District Regulations”, Section 64-1, “RSF And RSF Single-Family Residential Districts”, By Adding A New Subsection 64-1(J)(7) To Incentivize Property Owners In The Residential Single-Family (RSF) Zoning District To Grant Public Easements To The Town Of Ocean Ridge Through A Zoning Bonus Program; Amending Subsection 64-1(I) To Update A Cross-Reference Related To Floor Area For Second Stories; Amending Chapter 1, “General Provisions”, Section 1-3, “Definitions”, To Clarify Existing Definitions For Floor Area Total, Floor Area Ratio, And Lot Area; And, Providing For Codification, Severability, Conflicts, And An Effective Date

STAFF & COMMITTEE REPORTS

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

TOWN COMMISSIONER COMMENTS

ADJOURNMENT

**REGULAR TOWN COMMISSION MEETING MINUTES
NOVEMBER 3, 2025**

CALL TO ORDER

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

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE

Mayor Pugh led the pledge of allegiance.

ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA

Town Manager Heiser requested the deletion of agenda item number 11.

Commissioner Cassidy moved to approve the agenda as amended; seconded by Commissioner Aijala. Motion carried 5-0. (9:19)

PRESENTATIONS & PROCLAMATIONS

There were none.

ANNOUNCEMENTS

1. The meeting schedule for next month is as follows: Regular Town Commission Meeting on Monday, December 1 at 6:00 PM; Code Enforcement Hearing Tuesday, November 4th at 10:00 AM; Planning & Zoning Board Meeting Tuesday, November 18th at 9 AM. All meetings are held in the Commission Chambers at Town Hall.
2. The 2025 Special General Election for District 90 will be held on Tuesday, December 9th from 7:00 pm in the Community Room at the Ocean Ridge Town Hall
3. Town Hall will be closed on Tuesday, November 11, 2025, in observance of the Veterans Day as well as closed Thursday, November 27th & Friday, November 28th in observance of the Thanksgiving holiday.
4. Please join us on Friday, December 5th from 5:00 – 7:00 p.m. for the annual “Light the Lights” holiday event, which will be held at the Town Hall complex. Please check the Town’s website for more details to come.
5. The Annual Municipal Election will be held on March 10, 2026. There will be two Town Commission seats open for a three-year term. Candidate filing dates run from November 3, 2025, at Noon through November 14, 2025, at Noon in the Town Clerk’s Office. / La Elección Municipal Anual se llevará a cabo el 10 de marzo de 2026. Habrá dos asientos para el Concejo Municipal disponibles por un período de tres años. Las fechas para presentar candidaturas van desde el 3 de noviembre de 2025 a las 12:00 p.m. hasta el 14 de noviembre de 2025 a las 12:00 p.m. en la Oficina del Secretario Municipal.

REGULAR TOWN COMMISSION MEETING MINUTES

NOVEMBER 3, 2025

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.

Town Clerk Avery read the announcements into the record.

Mayor Pugh added that he hoped Commissioners Cassidy and Hutchins would submit their paperwork to run for re-election, expressing that this is one of the best commissions the town has had in a very long time. Both commissioners confirmed their paperwork was already submitted.

PUBLIC COMMENT

Mayor Pugh opened the floor for public comment.

The following spoke: Rick Carey, Terry Brown, Kristine de Haseth, Kathy Scianandre, Betty Bingham, Eric Brief, and John Curcio

Mayor Pugh closed the floor for public comment.

There was a discussion regarding the duties of the Code Enforcement Officer.

APPROVAL OF CONSENT AGENDA

7. Adopt Minutes of the October 6, 2025, Special Meeting.
8. Approval of 2026 Town Commission Meeting Dates
9. Approval of 2026 Town Holidays
10. September Financials

Vice Mayor Coz moved to approve the Consent Agenda; seconded by Commissioner Cassidy. Motion carried 5-0. (36:12)

REGULAR AGENDA ITEMS

11. **DEM Project for Wind Mitigation – Approval of Vendor for Window & Door Replacement of Police HQ/Town Hall (*Item was removed from agenda*)**
12. **Beach Access Repairs and Replacements**

Town Manager Heiser explained that severe storms during the first week of October generated heavy wave action resulting in significant sand erosion at several of the town's beach access points, most notably Anna Street and Edith Street. In the best interest of the town, staff promptly contacted a contractor who had previously stabilized these access points in past years. The contractor provided a reasonable proposal to secure the unstable areas and to repair and rebuild the damaged structures on an expedited schedule.

Staff requested ratification of emergency procurement for the stabilization and repair of the town's beach access points, which required immediate action due to unsafe conditions following the October storm event. Town Manager Heiser noted that work had begun and both access points were expected to be completed by the end of the following week, weather permitting.

REGULAR TOWN COMMISSION MEETING MINUTES

NOVEMBER 3, 2025

Commissioner Aijala moved to approve the ratification of emergency procurement; seconded by Commissioner Cassidy. Motion carried 5-0. (37:51)

STAFF & COMMITTEE REPORTS

13. Town Manager

Town Manager Heiser addressed several issues raised during Public Comment. Regarding the Coconut Lane flooding concerns, she confirmed that they had discussed these issues during the workshop earlier that day. She also noted that the Town had been addressing the unoccupied property on Coconut Lane with sometimes responsive and sometimes unresponsive owners. She stated she would contact FPL again about the power line issue that was mentioned. She emphasized the importance of maintaining high property values and preventing blight, noting that the town's mission includes ensuring Ocean Ridge remains a beautiful town. She explained that while they currently lacked a dedicated code enforcement officer, the Town was utilizing the public works supervisor and police officers to address some code enforcement issues. She noted that repeat offenders were being cited and scheduled for magistrate hearings.

14. Town Attorney

Town Attorney Goddeau had no report.

15. Police Chief

Chief McClure reported on the police department's toy drive for the "Speak Up for Kids" Guardian ad litem program. He encouraged the public to bring toys to the front lobby of the police department. He also provided an update on the code enforcement issues raised during Public Comment regarding Sailfish Lane. He noted that officers had visited the properties that day, found active permits at one location, and had suggested to the residents to move the refrigerator from the carport. He stated that they would investigate the matters further.

16. Fire Chief

Fire Chief Hugh Bruder provided an operational update, reporting a 50% increase in call volume between September and October, with 21 total calls in October. Despite the increase, response times improved. Advanced life support EMS calls rose from 9 to 13. The average response time for emergency calls was 3 minutes 14 seconds, overall response time including false alarms was 6 minutes 33 seconds, and public assist calls averaged 4 minutes 49 seconds. Chief Bruder also noted continued progress on the public safety dock at Harvey Oyer Park, which will house the department's rigid hull inflatable boat. He anticipates the new fireboat will be operational by January, reducing response time to the inlet to approximately 2–3 minutes.

TOWN COMMISSIONER COMMENTS

Commissioner Cassidy announced that on Tuesday, November 12, there would be a candidate forum sponsored by the League of Women Voters at the Palm Beach County Library System on Hagen Ranch Road. The forum would feature candidates running to fill Joe Casello's seat,

REGULAR TOWN COMMISSION MEETING MINUTES

NOVEMBER 3, 2025

including Maria Zak (Republican primary winner) and Rob Long from Delray Beach, along with a third candidate.

ADJOURNMENT

Meeting Adjourned at 6:36 p.m.

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Town Commission on December 1, 2025.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

Agenda: Monday, December 1, 2025
Memo: Item #8.

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

Subject: October 2025 Financials

Please review the attached October 2025 financial reports.

Staff recommends approval.

Suggested Motion: I move to approve the October 2025 financial reports.

Respectfully,
Michelle Heiser, Town Manager

Agenda: Monday, December 1, 2025
Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Michelle Heiser, Town Manager

Subject: Monthly Financial Report

Balance Sheets

The balance sheet shows total General Fund assets of \$9.8 million. The FLCLASS investment account balance at the end of October was \$9.6 million. The balance will be expected to increase once the first ad valorem tax payments are received in November. The total liabilities are currently \$360,338. The total liabilities for fiscal year 2025 may increase as expenditures for the 2025 fiscal year are received and accrued.

Revenue and Expenditure Statements

The total General Fund budgeted revenue is \$12,817,860 along with utilizing \$1,990,489 of unassigned reserves. At the end of October, the Town had received \$366,699. The annual garbage and alarm billings were sent out in October, and revenue is beginning to come in for these annual billings.

The total General Fund expenditures through October 2025 are \$777,946. In summary:

Expense type	Budget	Actual	Remaining	% Spent
Salaries and Benefits	\$4,838,292	\$552,140	\$4,286,152	11.41%
Operating	5,268,056	213,406	5,031,751	4.05%
Capital	10,000	0	10,000	0.00%
Debt	330,000	0	330,000	0.00%
Transfers	4,362,000	12,400	4,349,600	0.28%
Total	\$14,808,348	\$777,946	\$14,007,503	5.25%

BALANCE SHEET REPORT FOR TOWN OF OCEAN RIDGE
Balance As of 10/31/2025

GL Number	Description	YTD Balance	
		Normal	(Abnormal)
10/31/2025			
Fund: 001 GENERAL FUND			
*** Assets ***			
001-000.000-101.269	TD BANK GEN OP	155,710.17	
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	35.00	
001-000.000-131.200	DUE FROM CAPITAL PROJ FUND	52,876.58	
001-000.000-151.356	FLCLASS INVESTMENT FUND	9,550,464.05	
Total Assets		9,763,658.80	
*** Liabilities ***			
001-000.000-202.000	ACCOUNTS PAYABLE	14,955.78	
001-000.000-207.200	DUE TO OTHER FUNDS	65,396.58	
001-000.000-208.100	DUE BLDG INSP CERT PROGRAM	5,785.35	
001-000.000-208.400	DUE FLORIDA ELECTIONS COMM	12.00	
001-000.000-216.100	ACCRUED WAGES PAYABLE	150,862.56	
001-000.000-218.300	GROUP HOSP INSURANCE WITHHELD	2,091.35	
001-000.000-218.500	DEFERRED COMPENSATION	6,289.56	
001-000.000-218.700	RETIREMENT	110,190.80	
001-000.000-218.800	EMPLOYEE DEDUCTIONS	1,402.50	
001-000.000-223.000	DEFERRED REVENUE	3,351.95	
Total Liabilities		360,338.43	
*** 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		9,763,658.80	
BEG. FUND BALANCE - 24-25		10,085,385.37	
+ NET OF REVENUES/EXPENDITURES - 24-25		(270,818.55)	
+ NET OF REVENUES & EXPENDITURES		(411,246.45)	
= ENDING FUND BALANCE		9,403,320.37	
+ LIABILITIES		360,338.43	
= TOTAL LIABILITIES AND FUND BALANCE		9,763,658.80	

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 10/31/2025
% Fiscal Year Completed: 8.49

GL Number	Description	25-26 Amended Budget	YTD Balance 10/31/2025 (Abnormal)	Available Balance 10/31/2025 Normal (Abnormal)	% Bdg Used	Encumbrance 10/31/2025 (Decrease)
Fund: 001 GENERAL FUND						
Account Category: Revenues						
Department: 310.000 TAXES						
001-310.000-311.000	AD VALOREM TAXES	9,547,100.00	0.00	9,547,100.00	0.00	0.00
001-310.000-312.410	LOCAL OPTION 6 CENT GAS TAX	37,000.00	5,942.33	31,057.67	16.06	0.00
001-310.000-312.420	SECOND LOCAL OPTION FUEL TAX	18,000.00	2,736.69	15,263.31	15.20	0.00
001-310.000-313.100	ELECTRIC FRANCHISE TAX	240,000.00	24,690.05	215,309.95	10.29	0.00
001-310.000-314.100	UTILITY SERVICE TAX ELECTRIC	330,000.00	35,202.33	294,797.67	10.67	0.00
001-310.000-314.800	UTILITY SERVICE TAX PROPANE	55,000.00	925.87	54,074.13	1.68	0.00
001-310.000-314.900	UTILITY SERVICE TAX WATER	100,000.00	42,321.58	57,678.42	42.32	0.00
001-310.000-315.000	COMMUNICATION SERVICES TAX	39,000.00	3,597.71	35,402.29	9.22	0.00
001-310.000-335.200	LOCAL GOVT 1 CENT SALES TAX	39,000.00	10,965.11	28,034.89	28.12	0.00
Total Dept 310.000 - TAXES		10,405,100.00	126,381.67	10,278,718.33	1.21	0.00
Department: 320.000 LICENSES & PERMITS						
001-320.000-322.100	BUILDING PERMITS	700,000.00	72,925.93	627,074.07	10.42	0.00
001-320.000-329.100	SIGN PERMITS	300.00	10.00	290.00	3.33	0.00
001-320.000-329.200	ALARM USER PERMITS	1,800.00	800.00	1,000.00	44.44	0.00
001-320.000-329.600	RENTAL REGISTRATIONS	1,800.00	735.00	1,065.00	40.83	0.00
Total Dept 320.000 - LICENSES & PERMITS		703,900.00	74,470.93	629,429.07	10.58	0.00
Department: 330.000 INTERGOVERNMENTAL REVENUE						
001-330.000-334.100	STATE GRANT REVENUES	250,000.00	0.00	250,000.00	0.00	0.00
001-330.000-335.110	OPIOD SETTLEMENT	0.00	395.84	(395.84)	100.00	0.00
001-330.000-335.120	STATE REVENUE SHARING PROCEEDS	62,120.00	4,887.27	57,232.73	7.87	0.00
001-330.000-335.181	LOCAL GOVT 1/2 CENT SALES TAX	178,140.00	12,424.31	165,715.69	6.97	0.00
001-330.000-335.490	REBATE ON MUNICIPAL VEHICLES	1,000.00	0.00	1,000.00	0.00	0.00
001-330.000-335.900	ST LIGHT MAINTENANCE REIMBURSE	15,000.00	0.00	15,000.00	0.00	0.00
001-330.000-338.000	PB COUNTY & CTY WIDE OCC LIC	6,000.00	1,379.25	4,620.75	22.99	0.00
001-330.000-338.100	PROPORTION 911 CALL TAKER REV	0.00	1,621.68	(1,621.68)	100.00	0.00
Total Dept 330.000 - INTERGOVERNMENTAL REVENUE		512,260.00	20,708.35	491,551.65	4.04	0.00
Department: 340.000 CHARGES FOR SERVICES						
001-340.000-341.200	ZONING FEES	25,000.00	1,807.50	23,192.50	7.23	0.00
001-340.000-341.400	CERT COPYING RECORD SEARCH ETC	5,000.00	900.00	4,100.00	18.00	0.00
001-340.000-341.900	OTHER GEN GOVT CHARGES & FEES	20,000.00	2,670.48	17,329.52	13.35	0.00
001-340.000-342.100	LAW ENFORCEMENT/FIRE SERVICE	220,000.00	20,121.05	199,878.95	9.15	0.00
001-340.000-342.300	ALARM MONITORING	35,000.00	16,045.00	18,955.00	45.84	0.00
001-340.000-342.800	SPECIAL DETAIL SERVICES	20,000.00	195.00	19,805.00	0.98	0.00
001-340.000-342.900	OTHER PUB SAFETY CHARGES & FEES	1,500.00	0.00	1,500.00	0.00	0.00
001-340.000-343.400	GARBAGE AND TRASH REVENUE	350,000.00	61,560.00	288,440.00	17.59	0.00
Total Dept 340.000 - CHARGES FOR SERVICES		676,500.00	103,299.03	573,200.97	15.27	0.00
Department: 350.000 FINES & FORFEITURES						
001-350.000-351.100	COURT FINES - COURT CASES	6,000.00	1,233.36	4,766.64	20.56	0.00
001-350.000-351.300	POLICE EDUCATION \$2.00	600.00	0.00	600.00	0.00	0.00
001-350.000-354.000	VIOLATIONS OF LOCAL ORDINANCES	25,000.00	1,405.00	23,595.00	5.62	0.00
Total Dept 350.000 - FINES & FORFEITURES		31,600.00	2,638.36	28,961.64	8.35	0.00
Department: 360.000 MISCELLANEOUS REVENUES						
001-360.000-361.100	INTEREST EARNED	480,000.00	35,126.61	444,873.39	7.32	0.00
001-360.000-361.320	INTEREST EARNED-PB CO TAX COLL	7,000.00	0.00	7,000.00	0.00	0.00
001-360.000-361.390	INTEREST OTHER (LIENS, ETC.)	1,500.00	0.00	1,500.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 10/31/2025
 % Fiscal Year Completed: 8.49

GL Number	Description	25-26 Amended Budget	YTD Balance 10/31/2025 (Abnormal)	Available Balance 10/31/2025 Normal (Abnormal)	% Bdgt Used	Increase	Encumbrance 10/31/2025 (Decrease)
Fund: 001 GENERAL FUND							
Account Category: Revenues							
Department: 360.000 MISCELLANEOUS REVENUES							
001-360.000-366.900	MISC CONTRIB PRIVATE SOURCES	0.00	4,000.00	(4,000.00)	100.00		0.00
001-360.000-369.900	MISCELLANEOUS REVENUE	0.00	75.00	(75.00)	100.00		0.00
Total Dept 360.000 - MISCELLANEOUS REVENUES		488,500.00	39,201.61	449,298.39	8.02		0.00
Department: 380.000 NON - REVENUES							
001-380.000-380.100	FUND BALANCE UNAPPROPRIATED	1,990,489.00	0.00	1,990,489.00	0.00		0.00
Total Dept 380.000 - NON - REVENUES		1,990,489.00	0.00	1,990,489.00	0.00		0.00
Revenues		14,808,349.00	366,699.95	14,441,649.05	2.48		0.00
Fund 001 - GENERAL FUND:							
TOTAL REVENUES		14,808,349.00	366,699.95	14,441,649.05	2.48		0.00

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 10/31/2025
% Fiscal Year Completed: 8.49

GL Number	Description	25-26 Amended Budget	YTD Balance 10/31/2025 (Abnormal)	Available Balance 10/31/2025 Normal (Abnormal)	% Bdgt Used	Encumbrance 10/31/2025 (Decrease)
Fund: 001 GENERAL FUND						
Account Category: Expenditures						
Department: 511.101 TOWN COMMISSION						
001-511.101-501.100	EXECUTIVE SALARIES	6,000.00	500.00	5,500.00	8.33	0.00
001-511.101-502.100	FICA TAXES	459.00	38.25	420.75	8.33	0.00
001-511.101-502.200	RETIREMENT CONTRIBUTIONS	815.00	70.15	744.85	8.61	0.00
001-511.101-502.400	WORKERS' COMPENSATION	50.00	12.50	37.50	25.00	0.00
001-511.101-504.000	TRAVEL & PER DIEM	7,500.00	469.50	7,030.50	6.26	0.00
001-511.101-504.100	COMMUNICATIONS SERV PHONE ETC	3,000.00	0.00	3,000.00	0.00	0.00
001-511.101-504.500	INSURANCE LIAB, HAZARD, DAMAGE	29,900.00	14,950.00	14,950.00	50.00	0.00
001-511.101-504.900	OTHER CURRENT CHARGES	500.00	0.00	500.00	0.00	0.00
001-511.101-505.400	SUBSC, MEMBERSHIPS, EDUCATION	2,800.00	0.00	2,800.00	0.00	0.00
Total Dept 511.101 - TOWN COMMISSION		51,024.00	16,040.40	34,983.60	31.44	0.00
Department: 512.102 TOWN MANAGER						
001-512.102-501.100	EXECUTIVE SALARIES	225,000.00	33,206.33	191,793.67	14.76	0.00
001-512.102-502.100	FICA TAXES	14,180.70	2,540.28	11,640.42	17.91	0.00
001-512.102-502.200	RETIREMENT CONTRIBUTIONS	31,567.50	9,735.84	21,831.66	30.84	0.00
001-512.102-502.300	LIFE & HEALTH INSURANCE	12,906.00	1,180.66	11,725.34	9.15	0.00
001-512.102-502.400	WORKERS' COMPENSATION	100.00	75.00	25.00	75.00	0.00
001-512.102-504.000	TRAVEL & PER DIEM	4,950.00	0.00	4,950.00	0.00	0.00
001-512.102-504.100	COMMUNICATIONS SERV PHONE ETC	600.00	0.00	600.00	0.00	0.00
001-512.102-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,400.00	1,200.00	1,200.00	50.00	0.00
001-512.102-505.400	SUBSC, MEMBERSHIPS, EDUCATION	4,175.00	0.00	4,175.00	0.00	0.00
Total Dept 512.102 - TOWN MANAGER		295,879.20	47,938.11	247,941.09	16.20	0.00
Department: 513.103 TOWN CLERK/FINANCE						
001-513.103-501.100	EXECUTIVE SALARIES	98,425.32	7,860.35	90,564.97	7.99	0.00
001-513.103-501.200	REGULAR SALARIES AND WAGES	119,031.13	11,163.06	107,868.07	9.38	0.00
001-513.103-501.400	OVERTIME	1,000.00	0.00	1,000.00	0.00	0.00
001-513.103-501.410	VACATION PAY	3,000.00	0.00	3,000.00	0.00	0.00
001-513.103-502.100	FICA TAXES	16,635.42	1,455.29	15,180.13	8.75	0.00
001-513.103-502.200	RETIREMENT CONTRIBUTIONS	30,509.14	2,668.99	27,840.15	8.75	0.00
001-513.103-502.300	LIFE & HEALTH INSURANCE	42,856.80	2,830.06	40,026.74	6.60	0.00
001-513.103-502.310	LONG TERM DISABILITY	783.12	65.26	717.86	8.33	0.00
001-513.103-502.400	WORKERS' COMPENSATION	300.00	75.00	225.00	25.00	0.00
001-513.103-503.100	PROFESSIONAL SERVICES	500.00	0.00	500.00	0.00	0.00
001-513.103-503.200	ACCOUNTING & AUDITING	50,500.00	0.00	50,500.00	0.00	0.00
001-513.103-503.400	OTHER CONTRACTUAL SERVICES	20,300.00	500.00	19,800.00	2.46	0.00
001-513.103-504.000	TRAVEL & PER DIEM	4,925.00	381.40	4,543.60	7.74	0.00
001-513.103-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,400.00	1,200.00	1,200.00	50.00	0.00
001-513.103-504.610	REPAIR & MAINTENANCE	1,250.00	0.00	1,250.00	0.00	0.00
001-513.103-504.900	OTHER CURRENT CHARGES	5,800.00	35.00	5,765.00	0.60	0.00
001-513.103-505.400	SUBSC, MEMBERSHIPS, EDUCATION	2,575.00	0.00	2,575.00	0.00	0.00
Total Dept 513.103 - TOWN CLERK/FINANCE		400,790.93	28,234.41	372,556.52	7.04	0.00
Department: 514.104 LEGAL						
001-514.104-503.100	PROFESSIONAL SERVICES	150,000.00	0.00	150,000.00	0.00	0.00
001-514.104-503.110	LEGAL SPECIAL COUNSEL	20,000.00	0.00	20,000.00	0.00	0.00
001-514.104-504.700	PRINTING	4,000.00	0.00	4,000.00	0.00	0.00
Total Dept 514.104 - LEGAL		174,000.00	0.00	174,000.00	0.00	0.00
Department: 515.105 APPOINTED BOARDS						

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 10/31/2025
% Fiscal Year Completed: 8.49

GL Number	Description	25-26 Amended Budget	YTD Balance 10/31/2025 (Abnormal)	Available Balance 10/31/2025 (Abnormal)	% Bdgt Used	Encumbrance 10/31/2025 (Decrease)
Fund: 001 GENERAL FUND						
Account Category: Expenditures						
Department: 515.105 APPOINTED BOARDS						
001-515.105-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,400.00	1,200.00	1,200.00	50.00	0.00
Total Dept 515.105 - APPOINTED BOARDS		2,400.00	1,200.00	1,200.00	50.00	0.00
Department: 519.106 OTHER GENERAL GOVERNMENT						
001-519.106-503.100	PROFESSIONAL SERVICES	63,000.00	6,196.18	56,803.82	9.84	0.00
001-519.106-503.400	OTHER CONTRACTUAL SERVICES	45,785.00	0.00	45,785.00	0.00	0.00
001-519.106-504.100	COMMUNICATIONS SERV PHONE ETC	16,850.00	1,318.37	15,531.63	7.82	0.00
001-519.106-504.200	POSTAGE & FREIGHT	3,275.00	0.00	3,275.00	0.00	0.00
001-519.106-504.300	UTILITY SERVICE - ELEC & WATER	10,000.00	0.00	10,000.00	0.00	0.00
001-519.106-504.400	RENTALS & LEASES	3,300.00	297.07	3,002.93	9.00	0.00
001-519.106-504.500	INSURANCE LIAB, HAZARD, DAMAGE	171,900.00	94,042.00	77,858.00	54.71	0.00
001-519.106-504.610	REPAIR & MAINTENANCE	99,150.00	5,349.74	77,275.26	22.06	16,525.00
001-519.106-504.700	PRINTING	1,500.00	0.00	1,500.00	0.00	0.00
001-519.106-504.900	OTHER CURRENT CHARGES	36,075.00	0.00	36,075.00	0.00	0.00
001-519.106-504.910	ELECTION EXPENSES	16,450.00	0.00	16,450.00	0.00	0.00
001-519.106-505.100	OFFICE SUPPLIES	8,000.00	126.04	7,873.96	1.58	0.00
001-519.106-505.200	OPERATING SUPPLIES	5,600.00	0.00	5,600.00	0.00	0.00
001-519.106-505.220	OPERATING SUPPLIES UNIFORM/EMB	500.00	0.00	500.00	0.00	0.00
001-519.106-505.400	SUBSC, MEMBERSHIPS, EDUCATION	15,570.00	500.00	15,070.00	3.21	0.00
001-519.106-507.010	COVENANTS FROM TH LOAN	240,000.00	0.00	240,000.00	0.00	0.00
001-519.106-507.200	DEBT SERVICE - INTEREST	90,000.00	0.00	90,000.00	0.00	0.00
Total Dept 519.106 - OTHER GENERAL GOVERNMENT		826,955.00	107,829.40	702,600.60	13.04	16,525.00
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL						
001-521.107-501.100	EXECUTIVE SALARIES	160,800.00	20,246.63	140,553.37	12.59	0.00
001-521.107-501.200	REGULAR SALARIES AND WAGES	2,154,861.81	263,567.44	1,891,294.37	12.23	0.00
001-521.107-501.210	ONE TIME LUMP SUM INCREASE	1,000.00	0.00	1,000.00	0.00	0.00
001-521.107-501.400	OVERTIME	125,000.00	4,732.82	120,267.18	3.79	0.00
001-521.107-501.410	VACATION PAY	12,500.00	0.00	12,500.00	0.00	0.00
001-521.107-501.500	SPECIAL PAY INCENTIVE	20,000.00	0.00	20,000.00	0.00	0.00
001-521.107-501.510	SPECIAL DETAIL PAY	15,000.00	0.00	15,000.00	0.00	0.00
001-521.107-501.600	HOLIDAY PAY	100,000.00	0.00	100,000.00	0.00	0.00
001-521.107-502.100	FICA TAXES	177,148.14	22,073.82	155,074.32	12.46	0.00
001-521.107-502.200	RETIREMENT CONTRIBUTIONS	728,392.70	85,933.09	642,459.61	11.80	0.00
001-521.107-502.300	LIFE & HEALTH INSURANCE	327,511.20	29,217.28	298,293.92	8.92	0.00
001-521.107-502.310	LONG TERM DISABILITY	10,433.76	869.48	9,564.28	8.33	0.00
001-521.107-502.400	WORKERS' COMPENSATION	52,000.00	12,012.00	39,988.00	23.10	0.00
001-521.107-503.100	PROFESSIONAL SERVICES	98,870.00	2,696.18	96,173.82	2.73	0.00
001-521.107-503.400	OTHER CONTRACTUAL SERVICES	1,599,425.00	0.00	1,599,425.00	0.00	0.00
001-521.107-504.000	TRAVEL & PER DIEM	111,850.00	0.00	111,850.00	0.00	0.00
001-521.107-504.100	COMMUNICATIONS SERV PHONE ETC	28,300.00	1,318.38	26,981.62	4.66	0.00
001-521.107-504.200	POSTAGE & FREIGHT	2,000.00	0.00	2,000.00	0.00	0.00
001-521.107-504.300	UTILITY SERVICE - ELEC & WATER	13,000.00	0.00	13,000.00	0.00	0.00
001-521.107-504.400	RENTALS & LEASES	3,100.00	31.68	3,068.32	1.02	0.00
001-521.107-504.410	VEHICLE LEASES	61,000.00	0.00	61,000.00	0.00	0.00
001-521.107-504.500	INSURANCE LIAB, HAZARD, DAMAGE	62,900.00	33,886.50	29,013.50	53.87	0.00
001-521.107-504.610	REPAIR & MAINTENANCE	95,021.00	1,308.15	87,339.22	8.08	6,373.63
001-521.107-504.620	REPAIR & MAINTENANCE VEHICLE	32,500.00	475.78	32,024.22	1.46	0.00
001-521.107-504.630	REPAIR & MAINTENANCE DISPATCH	34,000.00	0.00	34,000.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 10/31/2025
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GL Number	Description	25-26 Amended Budget	YTD Balance 10/31/2025 (Abnormal)	Available Balance 10/31/2025 (Abnormal)	% Bdg't Used	Encumbrance 10/31/2025 (Decrease)
Fund: 001 GENERAL FUND						
Account Category: Expenditures						
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL						
001-521.107-504.700	PRINTING	1,500.00	0.00	1,500.00	0.00	0.00
001-521.107-504.900	OTHER CURRENT CHARGES	4,000.00	0.00	4,000.00	0.00	0.00
001-521.107-505.100	OFFICE SUPPLIES	5,000.00	422.54	4,577.46	8.45	0.00
001-521.107-505.200	OPERATING SUPPLIES	31,150.00	15.98	31,134.02	0.05	0.00
001-521.107-505.210	OPERATING SUPPLIES GAS & OIL	51,000.00	4,216.48	46,783.52	8.27	0.00
001-521.107-505.220	OPERATING SUPPLIES UNIFORM/EMB	26,280.00	722.51	25,557.49	2.75	0.00
001-521.107-505.400	SUBSC, MEMBERSHIPS, EDUCATION	19,665.00	7,280.01	12,384.99	37.02	0.00
Total Dept 521.107 - LAW ENFORCEMENT & FIRE CONTROL		6,165,208.61	491,026.75	5,667,808.23	7.96	6,373.63
Department: 524.108 INSPECTIONS						
001-524.108-501.200	REGULAR SALARIES AND WAGES	60,938.45	6,869.48	54,068.97	11.27	0.00
001-524.108-501.400	OVERTIME	500.00	0.00	500.00	0.00	0.00
001-524.108-502.100	FICA TAXES	4,661.79	525.52	4,136.27	11.27	0.00
001-524.108-502.200	RETIREMENT CONTRIBUTIONS	8,549.66	963.79	7,585.87	11.27	0.00
001-524.108-502.300	LIFE & HEALTH INSURANCE	24,104.04	2,205.59	21,898.45	9.15	0.00
001-524.108-502.310	LONG TERM DISABILITY	304.56	25.38	279.18	8.33	0.00
001-524.108-502.400	WORKERS' COMPENSATION	1,200.00	300.00	900.00	25.00	0.00
001-524.108-503.100	PROFESSIONAL SERVICES	386,900.00	16,010.07	370,889.93	4.14	0.00
001-524.108-503.400	OTHER CONTRACTUAL SERVICES	30,000.00	0.00	30,000.00	0.00	0.00
001-524.108-504.000	TRAVEL & PER DIEM	250.00	0.00	250.00	0.00	0.00
001-524.108-504.200	POSTAGE & FREIGHT	1,550.00	0.00	1,550.00	0.00	0.00
001-524.108-504.400	RENTALS & LEASES	7,025.00	0.00	7,025.00	0.00	0.00
001-524.108-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,400.00	1,200.00	1,200.00	50.00	0.00
001-524.108-504.610	REPAIR & MAINTENANCE	1,000.00	0.00	1,000.00	0.00	0.00
001-524.108-504.620	REPAIR & MAINTENANCE VEHICLE	500.00	0.00	500.00	0.00	0.00
001-524.108-504.700	PRINTING	500.00	0.00	500.00	0.00	0.00
001-524.108-504.900	OTHER CURRENT CHARGES	6,200.00	0.00	6,200.00	0.00	0.00
001-524.108-505.100	OFFICE SUPPLIES	1,500.00	0.00	1,500.00	0.00	0.00
001-524.108-505.200	OPERATING SUPPLIES	3,000.00	0.00	3,000.00	0.00	0.00
001-524.108-505.220	OPERATING SUPPLIES UNIFORM/EMB	300.00	0.00	300.00	0.00	0.00
001-524.108-505.400	SUBSC, MEMBERSHIPS, EDUCATION	3,720.00	0.00	3,720.00	0.00	0.00
Total Dept 524.108 - INSPECTIONS		545,103.50	28,099.83	517,003.67	5.15	0.00
Department: 534.111 GARBAGE & SOLID WASTE						
001-534.111-503.400	OTHER CONTRACTUAL SERVICES	351,300.00	2,174.64	349,125.36	0.62	0.00
Total Dept 534.111 - GARBAGE & SOLID WASTE		351,300.00	2,174.64	349,125.36	0.62	0.00
Department: 539.112 OTHER PHYSICAL ENVIRONMENT						
001-539.112-503.120	TOWN ENGINEER	118,000.00	0.00	118,000.00	0.00	0.00
001-539.112-503.400	OTHER CONTRACTUAL SERVICES	340,720.00	9,958.72	330,761.28	2.92	0.00
001-539.112-504.610	REPAIR & MAINTENANCE	131,000.00	0.00	131,000.00	0.00	0.00
Total Dept 539.112 - OTHER PHYSICAL ENVIRONMENT		589,720.00	9,958.72	579,761.28	1.69	0.00
Department: 541.113 PUBLIC WORKS						
001-541.113-501.200	REGULAR SALARIES AND WAGES	155,911.63	19,521.85	136,389.78	12.52	0.00
001-541.113-501.400	OVERTIME	20,000.00	0.00	20,000.00	0.00	0.00
001-541.113-501.410	VACATION PAY	2,000.00	0.00	2,000.00	0.00	0.00
001-541.113-502.100	FICA TAXES	11,927.24	1,493.42	10,433.82	12.52	0.00
001-541.113-502.200	RETIREMENT CONTRIBUTIONS	21,874.40	2,738.91	19,135.49	12.52	0.00

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 10/31/2025
% Fiscal Year Completed: 8.49

GL Number	Description	25-26 Amended Budget	Normal	YTD Balance 10/31/2025 (Abnormal)	Balance Normal	Available 10/31/2025 (Abnormal)	% Bdgt Used	Increase	Encumbrance 10/31/2025 (Decrease)
Fund: 001 GENERAL FUND									
Account Category: Expenditures									
Department: 541.113 PUBLIC WORKS									
001-541.113-502.300	LIFE & HEALTH INSURANCE	25,273.92		2,301.50		22,972.42	9.11		0.00
001-541.113-502.310	LONG TERM DISABILITY	780.12		65.01		715.11	8.33		0.00
001-541.113-502.400	WORKERS' COMPENSATION	12,000.00		3,000.00		9,000.00	25.00		0.00
001-541.113-503.100	PROFESSIONAL SERVICES	38,000.00		0.00		38,000.00	0.00		0.00
001-541.113-504.100	COMMUNICATIONS SERV PHONE ETC	1,100.00		0.00		1,100.00	0.00		0.00
001-541.113-504.300	UTILITY SERVICE - ELEC & WATER	61,500.00		913.17		60,586.83	1.48		0.00
001-541.113-504.500	INSURANCE LIAB, HAZARD, DAMAGE	2,400.00		1,200.00		1,200.00	50.00		0.00
001-541.113-504.610	REPAIR & MAINTENANCE	154,500.00		0.00		154,500.00	0.00		0.00
001-541.113-504.620	REPAIR & MAINTENANCE VEHICLE	2,000.00		0.00		2,000.00	0.00		0.00
001-541.113-505.200	OPERATING SUPPLIES	4,700.00		9.99		4,690.01	0.21		0.00
001-541.113-505.210	OPERATING SUPPLIES GAS & OIL	5,000.00		1,766.30		3,233.70	35.33		0.00
001-541.113-505.220	OPERATING SUPPLIES UNIFORM/EMB	1,200.00		0.00		1,200.00	0.00		0.00
001-541.113-505.230	OPERATING SUPPLIES SMALL TOOLS	3,000.00		33.99		2,966.01	1.13		0.00
001-541.113-505.300	ROAD MATERIALS & SUPPLIES	10,000.00		0.00		10,000.00	0.00		0.00
001-541.113-505.400	SUBSC, MEMBERSHIPS, EDUCATION	800.00		0.00		800.00	0.00		0.00
001-541.113-506.400	MACHINERY & EQUIPMENT	10,000.00		0.00		10,000.00	0.00		0.00
Total Dept 541.113 - PUBLIC WORKS		543,967.31		33,044.14		510,923.17	6.07		0.00
Department: 580.114 CONTINGENCY									
001-580.114-509.900	CONTINGENCY	500,000.00		0.00		500,000.00	0.00		0.00
Total Dept 580.114 - CONTINGENCY		500,000.00		0.00		500,000.00	0.00		0.00
Department: 590.100 TRANSFER TO CAPITAL PROJECTS									
001-590.100-509.110	TRANSFER TO CAPITAL PROJECTS	4,362,000.00		12,400.00		4,349,600.00	0.28		0.00
Total Dept 590.100 - TRANSFER TO CAPITAL PROJECTS		4,362,000.00		12,400.00		4,349,600.00	0.28		0.00
Expenditures		14,808,348.55		777,946.40		14,007,503.52	5.25		22,898.63
Fund 001 - GENERAL FUND:									
TOTAL EXPENDITURES		14,808,348.55		777,946.40		14,007,503.52	5.25		22,898.63

BALANCE SHEET REPORT FOR TOWN OF OCEAN RIDGE
Balance As of 10/31/2025

		YTD Balance 10/31/2025
GL Number	Description	Normal (Abnormal)
Fund: 302 CAPITAL PROJECTS FUND		
*** Assets ***		
302-000.000-131.000	DUE FROM GENERAL FUND	65,396.58
302-000.000-151.355	TD BANK CAP PROJ	147.22
Total Assets		65,543.80
*** Liabilities ***		
302-000.000-207.200	DUE TO OTHER FUNDS	52,876.58
Total Liabilities		52,876.58
*** Fund Equity ***		
302-000.000-271.100	FUND BALANCE	(638,154.17)
Total Fund Equity		(638,154.17)
Total Fund 302:		
TOTAL ASSETS		65,543.80
BEG. FUND BALANCE - 24-25		(638,154.17)
+ NET OF REVENUES/EXPENDITURES - 24-25		638,421.39
+ NET OF REVENUES & EXPENDITURES		12,400.00
= ENDING FUND BALANCE		12,667.22
+ LIABILITIES		52,876.58
= TOTAL LIABILITIES AND FUND BALANCE		65,543.80

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 10/31/2025
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GL Number	Description	25-26 Amended Budget	Normal	YTD Balance 10/31/2025 (Abnormal)	Available Balance 10/31/2025 Normal (Abnormal)	% Bdgt Used	Increase	Encumbrance 10/31/2025 (Decrease)
Fund: 302 CAPITAL PROJECTS FUND								
Account Category: Revenues								
Department: 380.000 NON - REVENUES								
302-380.000-381.000	INTERFUND TRANSFER	4,362,000.00		0.00	4,362,000.00	0.00		0.00
302-380.000-381.100	INTERFUND TRANSFER	0.00		12,400.00	(12,400.00)	100.00		0.00
Total Dept 380.000 - NON - REVENUES		4,362,000.00		12,400.00	4,349,600.00	0.28		0.00
Revenues		4,362,000.00		12,400.00	4,349,600.00	0.28		0.00
Fund 302 - CAPITAL PROJECTS FUND:								
TOTAL REVENUES		4,362,000.00		12,400.00	4,349,600.00	0.28		0.00
Report Totals:								
TOTAL REVENUES - ALL FUNDS		19,170,349.00		379,099.95	18,791,249.05	1.98		0.00

REVENUE AND EXPENDITURE REPORT FOR TOWN OF OCEAN RIDGE

Balance As of 10/31/2025
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GL Number	Description	25-26 Amended Budget	YTD Balance 10/31/2025 Normal (Abnormal)	Available Balance 10/31/2025 Normal (Abnormal)	% Bdgt Used	Encumbrance 10/31/2025 Increase (Decrease)
Fund: 302 CAPITAL PROJECTS FUND						
Account Category: Expenditures						
Department: 519.106 OTHER GENERAL GOVERNMENT						
302-519.106-503.100	PROFESSIONAL SERVICES	50,000.00	0.00	42,969.00	14.06	7,031.00
302-519.106-504.900	OTHER CURRENT CHARGES	250,000.00	0.00	250,000.00	0.00	0.00
Total Dept 519.106 - OTHER GENERAL GOVERNMENT		300,000.00	0.00	292,969.00	0.00	7,031.00
Department: 521.107 LAW ENFORCEMENT & FIRE CONTROL						
302-521.107-506.400	MACHINERY & EQUIPMENT	412,000.00	0.00	376,629.72	8.59	35,370.28
Total Dept 521.107 - LAW ENFORCEMENT & FIRE CONTROL		412,000.00	0.00	376,629.72	0.00	35,370.28
Department: 539.112 OTHER PHYSICAL ENVIRONMENT						
302-539.112-506.300	IMPROVEMENTS NOT BUILDINGS	3,650,000.00	0.00	3,334,976.20	8.63	315,023.80
Total Dept 539.112 - OTHER PHYSICAL ENVIRONMENT		3,650,000.00	0.00	3,334,976.20	0.00	315,023.80
Expenditures		4,362,000.00	0.00	4,004,574.92	0.00	357,425.08
Fund 302 - CAPITAL PROJECTS FUND:						
TOTAL EXPENDITURES		4,362,000.00	0.00	4,004,574.92	0.00	357,425.08
Report Totals:						
TOTAL EXPENDITURES - ALL FUNDS		19,170,348.55	777,946.40	18,012,078.44	4.06	380,323.71

Agenda: Monday, December 1, 2025
Memo: Item #9.

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

Subject: December 2025 Holiday Schedule

The Town Manager requests to adjust the Town's holiday schedule **for this year only**, based on how Christmas falls on the calendar and in recognition of the team's exceptional performance throughout 2025.

Christmas Day falls on a Thursday this year. To align with practices being adopted across the state — including actions recently taken by Governor DeSantis granting state employees additional paid time off as a holiday incentive — the request is for the Town to observe Friday, December 26, 2025, as an additional paid holiday. This would allow the Town to close for the day, giving staff an uninterrupted long weekend during the Christmas holiday.

Our employees have continued to deliver significant results with lean staffing and high workloads, even during a time of leadership transition. Granting this one-time additional day off serves as a meaningful expression of appreciation from the Commission and helps maintain the positive momentum we've built across departments.

This request is strictly limited to the 2025 holiday season. Beginning next year, Christmas will fall on a Friday, and the Town will resume following the standard holiday schedule outlined in the Employee Handbook.

If approved, the Town Manager will communicate the update (on behalf of the Commission) promptly to staff and ensure continuity of essential public safety operations.

Staff recommends **a joyful** approval!

Suggested Motion: I move to approve.

Respectfully,
Michelle Heiser, Town Manager

Agenda: Monday, December 1, 2025
Memo: Item #10.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Christy Goddeau, Town Attorney
Michelle Heiser, Town Manager

Subject: Ratification of Emergency Contract for Repair - Phase 1 Watermain

An emergency repair to the watermain was needed at approximately 6711 N. Ocean Blvd. This repair serviced the connection to the private hydrant at The Dunes condominium.

The repair was authorized by the Town Manager via the emergency procurement rules and completed within a week. Funded by the budget's contingency line item # 001-580.114-509.900

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Any necessary adjustments, if needed, will be placed on a future budget amendment to be approved by the Commission.

Staff recommends approval.

Suggested Motion: I move to approve.

Respectfully,
Christy Goddeau, Town Attorney
Michelle Heiser, Town Manager



FIELD OBSERVATION REPORT

1280 N. Congress Ave., Suite 101
West Palm Beach, FL 33409
Tel. 561.655.1151 Fax 561.832.9390
E-mail: info@engenuitygroup.com
Website: www.engenuitygroup.com

PROJECT: Ocean Ridge Water Main	
PROJECT NO: 00020.63	DATE: 11-11-2025 & 11-12-2025
CONTRACTOR: Johnson & Davis	ARRIVAL TIME: 12:30pm
TYPE OF OBSERVATION: 6711 N Ocean (The Dunes) – WM Tap for Private Fire Hydrant	DEPARTURE TIME: 12:45pm

OBSERVATIONS:

Site visits were conducted at 6711 N Ocean Blvd on November 11 and 12 to observe a water main tap and the installation of a new fire service connection to an existing private fire hydrant on the Dunes Property.

On November 11, the contractor completed a 10"X6" tap to the existing 10" HDPE water main which was installed approximately 1 year ago. The objective was to utilize and connect to an old existing fire service line to their fire hydrant. Unfortunately, during this site visit, it was confirmed that the existing fire service line was grouted last year during the abandonment of the old 6" water main. The contractor noted that the length of the new fire service installation would depend on the extent of grout infiltration of the old service line.

During the follow-up visit on November 12, it was determined that the extent of the grout infiltration may require complete replacement with a new fire service line extending beneath the existing retaining wall and probably to the private hydrant itself.

An unknown additional pipe line running east-west was also discovered. The property owner should investigate.

Contractor to continue to investigate the extent/integrity of the existing service line (if it can be used). Contractor is to ultimately ensure a proper clean connection to this private fire hydrant.

11-12-2025



Figure 1: 10"X6" WM Tap



Figure 2: 10"X6" WM Tap



Figure 3: Removed 90 degree bend



Figure 4: Existing fire service



Figure 5: Existing fire service

REPORT BY: David Begic, EI – Engenuity Group

**COPIES TO: Michelle Heiser – Town Manager
Cesar Carrillo – Johnson & Davis
Adam Swaney, PE – Engenuity Group
Lisa Tropepe, PE – Town Engineer
Keith Webber, PE – Boynton Beach Utilities
Billy Armstrong – Town Public Works/Maintenance**



CONTRACT FOR MINOR CONSTRUCTION
(Not To Exceed \$200,000)

THIS CONTRACT FOR MINOR CONSTRUCTION ("Contract") is entered on this 11 day of NOVEMBER, 2025, by and between the **Town of Ocean Ridge**, a Florida municipal corporation with its primary office located at 6450 N. Ocean Blvd., Ocean Ridge, FL 33435 ("Town"), and **JOHNSON-DAVIS, INC.**, with its primary office located at 604 Hillbrath Drive, Lantana, Florida 33462 ("Contractor").

WHEREAS, the Town has an emergency need to reconnect a fire hydrant to a newly installed watermain, which was missed in the initial watermain project; and

WHEREAS, the Contractor submitted a quote to the Town for all construction services and materials to reconnect the fire hydrant and restore the area on an emergency basis ("Project"); and

WHEREAS, the Town desires to accept the Contractor's quote for the Project; and

WHEREAS, the Town finds entering this Contract with the Contractor for all work set forth herein serves a valid public purpose.

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

Article 1. DEFINITIONS.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract, the Contractor's quote (which is attached hereto as **Exhibit "A"**); the previously permitted construction documents by the City of Boynton Beach showing the hydrant and line to be reconnected (which are incorporated herein by reference); and, any duly executed and issued Change Orders, and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders and amendments
Second Priority:	This Contract
Third Priority:	Contractor's quote (Exhibit "A")
Fourth Priority:	Previously permitted construction documents.

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager and/or William Armstrong, Town of Ocean Ridge, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or

an increase in the Contract Price, shall require a formal Change Order executed by the Town Manager or the Town Council (depending on the authority set forth in the Town's Procurement Code).

1.3 Contract Price. The total Contract Price is **\$86,200 (Eighty-Six Thousand, Two Hundred Dollars)**. The Town shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of the Contractor performing the work under this Contract unless the Contractor receives prior written approval from the Town's Contract Administrator. The Contract price shall be payable in accordance with paragraph 3 of this Contract.

1.4 Work. The Work under the Contract Documents shall consist of all goods and services set forth in the Contractor's quote (Exhibit "A") and shall include and exclude those items mentioned in the notes in the Contractor's quote except for the payment schedule, which is set forth in paragraph 3 of this Contract.

Article 2. CONTRACT TIME; PUNCH-LIST; LIQUIDATED DAMAGES.

2.1 Substantial completion of the Work shall be within **21 business days** from the notice to proceed or Town issued purchase order. Final completion of all Work and all punch-list items (if any) shall be within **30 calendar days** from the notice to proceed or Town issued purchase order.

2.2 At least ten (10) days prior to reaching substantial completion, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to submitting its final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the Town will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the Town does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the Town. The Town's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the Contractor is determined to have reached substantial completion. Once the punch-list is accepted by the Town and finalized by the Town's Contract Administrator or designee, the final punch-list will be delivered to the Contractor. Thereafter, the Contractor will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in accordance with the Contract Documents for final completion). The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all construction services in accordance with the Contract Documents (or applicable work order). The Contractor's proposed punch-list and responses by the Town may be by informal written notice by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement. Proof of delivery shall be kept by the party providing the informal written notice to the other party.

2.3 **Liquidated Damages.** The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the Work described in the Contract Documents is not completed within the times specified in paragraph 2.1 above. The Town and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the Work

within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town Five Hundred Dollars (\$500.00) for each day that expires after the times specified in paragraph 2.1 above.

Article 3. PAYMENT PROCEDURES

- 3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work completed and in place in the prior month and all materials installed for the Project. The invoices shall be consistent with the Contractor's quote (Exhibit "A"). The Contractor's invoices shall be submitted to:

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

The Town's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved by the Town's Contract Administrator or designee, the Town will make payment in accordance with Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2025). If not approved, the Town will notify the Contractor within twenty (20) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

- 3.2 The Town shall retain **N/A**% of Contractor's invoice until final completion of the Project.

3.3 **CHANGE ORDER FOR CHANGE IN CONTRACT PRICE (REQUESTED BY THE TOWN).**

3.3.1 Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the Work that increases the Contract Price and said addition and/or revision is requested by the Town, the Contractor shall complete the Change Order form (attached as **Exhibit "B"** hereto and incorporated by reference), execute the form, and submit the form to the Town's Contract Administrator with all supporting documentation attached. The supporting documentation shall include any price quote(s) or other documentation establishing the increase in the Contract Price (and any related extension of the Contract Time), the cost of the additional Work and/or revised Work, the Contractor's Fee (if applicable), and all necessary documents for permitting including, but not limited to, engineered drawings, specifications, and product approvals.

3.3.2 Upon receipt of the completed and executed Change Order form from the Contractor with the supporting documentation, the Town's Contract Administrator or designee will review the same and either deny the Change Order or process the Change Order for approval. **The Town will send a written notice to the Contractor within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

3.3.3 If the Change Order is denied, the Town will specify in the written notice to the Contractor any alleged deficiencies in the Change Order and the actions necessary for the Contractor to remedy the same. If the Town timely notifies the Contractor that a Change Order is denied (or the Change Order form submitted by the Contractor otherwise fails to

conform to all statutory requirements or the requirements set forth herein), the Contractor may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the Town's written notice of approval or denial will start anew.

3.3.4 If the Change Order is approved, the Contractor shall include the additional and/or revised Work covered by the Change Order in the appropriate pay application for payment consistent with this Agreement.

3.3.5 If the Town fails to provide a timely written notice to the Contractor as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by the Contractor as required by this Agreement, the Change Order will be deemed approved and the Contractor shall be paid for the additional and/or revised Work covered by the Change Order once the additional and/or revised Work is completed.

3.3.6 The Contractor shall submit the completed and executed Change Order form to the Town's Contract Administrator or designee by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.7 The Town shall send the Town's written notice required in this paragraph to the Contractor by: (1) email (with delivery receipt requested and receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.8 All Contractor proposed Change Orders or Change Orders for only an increase in the Contract Time shall be handled as agreed upon between the Town's Contract Administrator or designee and the Contractor.

- 3.4 Final Payment. Upon final completion and acceptance of all of the Work in accordance with the Contract Documents (including all punch-list items) and final inspection by the Town, the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the Town. The FINAL invoice shall include a request for payment of all retainage. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder of the Contract Price including any amount held as retainage.
- 3.5 Notwithstanding the foregoing, the Town shall not be required to pay the Contractor or release any amount of retainage to the Contractor that is subject of a good faith dispute, the subject of any claim by the Contractor or anyone employed by or utilized by the Contractor for the Project, or otherwise the subject of a claim or demand by the Town.
- 3.6 Acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS AND INDEPENDENT CONTRACTOR.

There are no identified subcontractors for the Project. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the work required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the work shall be fully qualified and authorized or permitted under federal, state and local law to perform such work.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the Town to enter into this Contract, the Contractor makes the following representations:

5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

5.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 If applicable, the Contractor has given the Town Contract Administrator written notice of all conflicts, errors or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof (if any) by the Town is acceptable to the Contractor.

Article 6. INDEMNITY, INSURANCE AND WARRANTY.

6.1 The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Town, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred

by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Town and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Town and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Town shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Town before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Town and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Town, be detrimental in any material respect to the Town's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Town; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

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

The commercial general liability and automobile policies will name the Town as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and

classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

6.3 Contractor hereby waives any and all rights to subrogation against the Town, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

6.4 Unless the Contractor's quote or the applicable manufacturer provides a long warranty period, the Contractor warrants and guarantees to the Town that all Work provided under the Contract Documents and all materials and parts supplied under the Contract Documents shall be free from all defects for one (1) year from the final completion of the Work. The Contractor shall provide the Town any and all manufacturers' warranties for the goods and services being provided under the Contract Documents. The Contractor agrees to pay for all transportation and handling costs of returned materials, if required, for repair or replacement.

Article 7. INDEPENDENT CONTRACTOR.

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

Article 8. FORCE MAJEURE.

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, epidemics, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Contractor or the Town may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the Contractor or Town shall resume its performance as soon as is reasonably possible. Upon the Contractor's request, the Town shall consider the facts and extent of any failure to perform the work and, if the Contractor's failure to perform was without its fault or negligence, the schedule may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the work at any time. No extension shall be made for delay occurring more than five (5) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary. Failure to timely provide notice of any delay shall waive the delay until notice is properly provided in accordance with this provision and the Contract.

Article 9. TERMINATION.

A. TERMINATION BY TOWN: The Town may terminate the Contract and the Contract Documents if the Contractor:

- (a) refuses or fails to supply enough properly skilled workers or proper materials;
- (b) fails to timely prosecute the work or any portion thereof;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) otherwise is in breach of a provision of the Contract Documents.

If any of the above exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving the Contractor three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and,
- (b) finish the Work by whatever reasonable method the Town may deem expedient.

The Contractor shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

B. TERMINATION BY THE TOWN FOR CONVENIENCE

The Town may, at any time, terminate the Contract and Contract Documents for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall:

- (a) cease operations as directed by the Town in the notice;
- (b) take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and
- (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing orders and enter into no further orders.

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for all Work executed and materials in place and reasonable demobilization costs (if any). The Town shall not be liable to the Contractor for any loss of profit or any other indirect or consequential costs or damages.

Article 10. MISCELLANEOUS.

10.1 The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal

representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Town's prior written approval. The Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, Contract Time, or change orders
- 10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 10.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 10.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid,

illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

10.10 Effective date: The effective date of this Contract is the date the Contract is approved by the Town Commission.

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

(a) Keep and maintain public records required by the Town to perform the service.

(b) Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Town.

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

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

10.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

- 10.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Town. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.
- 10.15 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS.**
- 10.16 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.
- 10.17 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor under this Contract shall be considered a "Work for Hire" and the exclusive property of the Town. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor will assign to the Town all right, title and interest in and to Contractor's copyright(s) for such Documents. Contractor shall execute and deliver to Town such instruments of transfer and take such other action that Town may request, including, without limitation, executing and filing, at Town's expense, copyright applications, assignments and other documents required for the protection of Town's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The Town grants to the Contractor the right and/or limited license to use a portion of the Documents prepared by the Contractor in future projects of the Contractor with said right and/or limited license to use a portion at Contractor's own risk and without any liability to Town. Any modifications made by the Town to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Town's sole risk and without liability to the Contractor.
- 10.18 COMPLIANCE WITH SECTION 787.06. By executing this Contract before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).
- 10.19 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.20 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by

entering into the Contract Documents, the Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

- 10.21 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it is not participating in a boycott of Israel. Town and Contractor agree that the Town will have the right to terminate the Contract Documents if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 10.22 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.
- 10.23 Except as otherwise provided herein, any formal notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as to the parties' primary office location provided at the outset of this Contract. Either party may amend this notice provision by written notice to the other party.
- 10.24 By executing this Contract, on behalf of the Contractor, the undersigned hereby warrants and represents to the Town that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the Contractor for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Minor Construction to be executed the day and year shown above.

TOWN OF PALM SPRINGS, FLORIDA

ATTEST:

Kelly Avery
Kelly Avery, Town Clerk



Michelle Heiser
Michelle Heiser, Town Manager

Approved as to form and legal sufficiency

Christy L. Goddeau*

Christy Goddeau, Town Attorney

* Signed Digitally to Expedite
CONTRACTOR:



[Corporate Seal]

JOHNSON DAVIS INC.

By: William Cayer

Print Name: WILLIAM CAYER

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 November 2025, by William Cayer, as the Vice President [title] of **JOHNSON DAVIS INC.**, 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 **JOHNSON DAVIS INC.**, to the same.

Patricia E. Bastidas

Notary Public Signature

[Notary Seal]

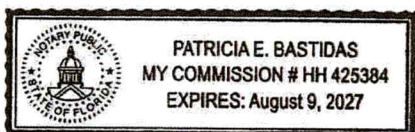


EXHIBIT "A"
(Contractor's Quote – 1 page)

EXHIBIT "B"

CHANGE ORDER FORM

(Addition or Revision to Work Requested by Town that increases Contract Price)

Project Number: _____ **Contractor:** _____

Contractor's Project Representative's E-Mail: _____

Contractor's Project Representative's Phone Number: _____

Project Name: _____

Contract Effective Date: _____

Change Order Number: _____

Change Order Effective Date: _____ [TO BE COMPLETED BY TOWN]

Change Order Type: **INCREASE IN CONTRACT PRICE**

Associated Change in Contract Time: _____ (work days)

Existing Purchase Order / Work Order Number: _____ (if applicable)

Description of Change as requested by Owner:

Price of Original Contract: \$ _____

Current Price of Contract (including prior Change Orders): \$ _____

Price of Current Change Order: \$ _____

New Contract Price: \$ _____

Basis of Price Change: ____ Unit Price ____ Time & Material ____ Lump Sum

Contract Time Change: ____ No Change ____ Extended ____ Decreased by ____ work days

*** Contractor shall attach all supporting documentation, which will be incorporated herein by reference.**

(Increases in Unit Prices should be identified in the table below).

1	2	3	4	5	6
Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
1					
2					
3					
4					
5					

The Contractor and the Town agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.

By approving this Change Order, the Contractor releases any and all claims that it may have against the Town under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Town prior to the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by either the Town Manager or Town Council (as designated on the last page of this Change Order).

Reviewed and Accepted by Contractor : _____
(Contractor Name)

Contractor Representative (Signature) Title Date

TOWN: Based on the foregoing and the attached supporting documentation, the Owner's Contract Administrator recommends the proposed Change Order for submission to the Town Council or Town Manager.

Recommended for approval by: _____
_____, Director Date

IN WITNESS WHEREOF, the Town of Palm Springs has approved this Change Order No. _____
to the _____ Project on _____, 20__.

TOWN OF OCEAN RIDGE, FLORIDA

ATTEST:

By: _____
Michelle Heiser, Town Manager

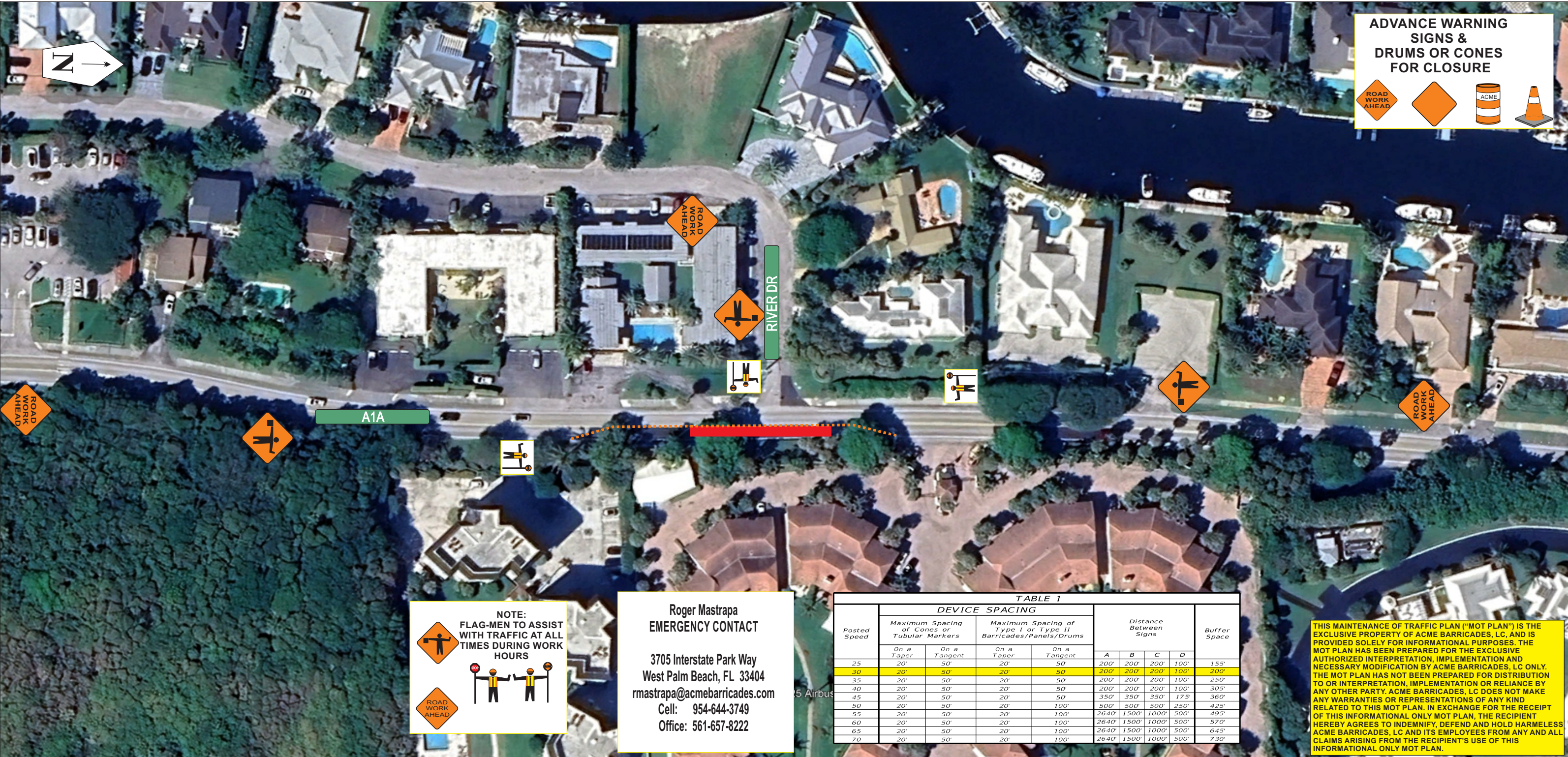
By: _____
Kelly Avery, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Town Attorney

**The Town Manager may be authorized to execute a Change Order(s) under the Town's Purchasing Code.*

Attachments: (Contractor shall attach all supporting documentation)





This Certifies that
ROOSEVELT BYNES

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 01/14/2026 Certificate # 80573
Instructor: Paul Arenth FDOT Provider # 134

A&SW Consultants, Inc.
Phone: 386-788-9899
5545 Benchmark Lane
Sanford, FL 32773
www.FloridaMOT.com
nicolle@aswconsultants.com



MOT SHALL COMPLY WITH THE FDOT DESIGN STANDARDS AND THE MUTCD

OVERVIEW

REFERENCE INDEX 102-604

STANDARD INDEX 102-604
SET-UP ON A1A & RIVER DR FOR
WORK IN THE RIGHT OF WAY



A1A & RIVER DR
OCEAN RIDGE, FLA



Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Michelle Heiser, Town Manager

Subject: Approval of Resolution 2025-23: A Resolution Of The Town Of Ocean Ridge, Florida, Relating To The State Revolving Fund Loan Program; Making Findings; Authorizing The Loan Application; Authorizing The Loan Agreement; Establishing Non-Ad Valorem Covenant To Budget Pledged Revenues; Designating Authorized Representatives; Providing Assurances; Providing For Conflicts, Severability, And Effective Date

FIRST AND FOREMOST: This Resolution does not obligate the Town to borrow funds; it positions the Town to secure funding once loan terms are finalized and approved.

Purpose of the Resolution

This Resolution and its intent and need was discussed during the November 3, 2025, Commission Workshop. Consensus was provided by the Commission for the Resolution to come before them at a future meeting. This newly crafted Resolution provides the Town Commission with the legal framework required to participate in the State Revolving Fund (SRF) Drinking Water Program administered by the Florida Department of Environmental Protection (FDEP). Adoption of this Resolution is a mandatory step before the Town may submit its formal loan application, enter into a loan agreement, establish pledged revenues, and identify the officials authorized to represent the Town throughout the financing process.

The loan program will support the continued modernization of the Town's aging potable water distribution system. These improvements are essential to ensuring system reliability, long-term service quality, and continued regulatory compliance for Ocean Ridge and the public facilities served within neighboring jurisdictions.

The Town of Ocean Ridge owns and maintains a drinking water distribution system that serves residential customers within town limits and provides service connections to neighboring governmental facilities, including the City of Boynton Beach. Much of the system's underground piping is approaching or has exceeded its useful life, resulting in higher maintenance needs, increased break frequency, and vulnerabilities related to age, material type, and coastal conditions.

To remain proactive and compliant with long-term infrastructure standards, the Town initiated a

multiphase modernization program. Upcoming phases require substantial capital investment. The Drinking Water State Revolving Fund (DWSRF) provides below-market financing specifically designed to help small municipalities accelerate critical water infrastructure projects without placing undue pressure on property taxes.

Project Alignment With Strategic Priorities

Modernizing the drinking water distribution system supports the Town's commitments to:

- Infrastructure resilience and reliability
- Public health and safety
- Long-term sustainability
- Fiscal stewardship through low-cost financing
- Supporting neighboring agencies connected to or dependent upon the Town's system

The SRF loan will accelerate needed capital improvements and ensure continued high-quality water service for residents and partner agencies which serve the expanded City of Boynton Beach and Palm Beach County residents and visitors.

Staff recommends approval of Resolution 2025-23.

Suggested Motion: I move to approve Resolution 2025-23 as presented.

Respectfully,
Michelle Heiser, Town Manager

RESOLUTION 2025-23

A RESOLUTION OF THE TOWN OF OCEAN RIDGE, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING NON-AD VALOREM COVENANT TO BUDGET PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of drinking water facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the Drinking Water State Revolving Fund (DWSRF) Program provides low-interest loans to local governments and private utilities to plan, design, and build or upgrade drinking water systems; and

WHEREAS, the Town distributes drinking water through its facilities to its residents, as well as neighboring agencies' public facilities (i.e., the City of Boynton Beach); and

WHEREAS, the Town hereby covenants legally available non-ad valorem revenues and appropriate amounts which will be sufficient for debt service, and nothing herein shall be construed as creating a pledge or lien upon ad valorem tax revenues nor requiring the Town to levy a tax or otherwise appropriate ad valorem revenues for the payment of the loan; and

WHEREAS, the Town intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for drinking water facilities project financing; and,

WHEREAS, the Town finds adopting this Resolution in pursuit of a loan through the DWSRF Program serves a valid public purpose.

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

SECTION 1. The foregoing findings are incorporated herein by reference as true and correct findings and made a part hereof.

SECTION 2. The Town is authorized to apply for a loan to finance the a drinking water facilities project(s).

SECTION 3. The Town hereby covenants to budget and appropriate from its legally available non-ad valorem revenues each Fiscal Year amounts sufficient to pay the loan and interest thereon, such covenant being subject to the availability of funds lawfully appropriated by the Town Commission.

SECTION 4. The Town Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION 5. The Mayor is hereby designated as the authorized representative to execute the loan application and loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the Town in carrying out the Town's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate Town staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 6. The legal authority for borrowing moneys to construct a drinking water facilities project(s) is section 166.021 and section 180.02, Florida Statutes.

SECTION 7. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 9. This Resolution shall become effective immediately upon its passage and 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

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Christy Goddeau, Town Attorney

Subject: Approval of Unity of Title - 50 Coconut Ln

The property at 50 Coconut Lane has applied for a unity of title to redevelop the property consistent with the Town Code. Currently, the property is developed across two (2) adjacent lots. There is also a third, smaller lot to the north separated by undeveloped right-of-way, which is combined with the two (2) adjacent lots into a single Parcel Control Number (PCN) with the Palm Beach County Property Appraiser's Office. *See* the attached aerial. However, there is no unity of title in the Town's records or recorded in Official Records for all three (3) lots. In order to redevelop the two (2) adjacent lots as one (1) large lot, the Town requires a unity of title. The third, smaller lot to the north would normally not be unified with the other two (2) adjacent lots because the third is separated from those lots by the right-of-way and is not eligible for any development.

Initially, when the owner applied, the Town Attorney and Town Engineer excluded the third smaller lot from the unity of title's legal description. After the property owner questioned the exclusion, the Town's Zoning Official pointed out code section 64-1(j)(6) (for the residential single-family zoning district) which states:

(6) *Maximum floor area.* The maximum floor area of all finished floors under roof shall be 36 percent of the total lot area. For any RSF lot existing or created after the date of adoption of this ordinance in excess of 20,000 square feet, the maximum floor area of all finished floors under roof shall be 32 percent of the total lot area. *For purposes of this subsection, if a lot is separated by a street or right-of-way from that portion of the lot containing the principal structure or use, the calculation of the "total lot area" shall include the first 1,000 square feet of the separated portion of the lot, provided that the maximum floor area does not exceed 36 percent of the total lot area. Prior to allowing the use of the separated portion square footage, a unity of title, approved by the town, must be executed by the property owner.*

Accordingly, the proposed unity of title unifies all three (3) lots including the smaller, third lot. The form of the unity of title is legally sufficient and requires Town Commission approval to be terminated.

Staff recommends approval of the Unity of Title

Suggested Motion: I move to approve the Unity of Title for 50 Coconut Lane consistent with section 64-1(j)(6).

Respectfully,
Christy Goddeau, Town Attorney

Property Detail

Location Address : 50 COCONUT LN
Municipality : OCEAN RIDGE
Parcel Control Number : 46-43-45-27-07-001-0070
Subdivision : BOYNTON BEACH PARK IN
Official Records Book/Page : 35018 / 301
Sale Date : 05/09/2024
Legal Description : BOYNTON BEACH PARK LTS 7 & 8 BLK 1 & 22-45-43, S 25 FT OF W 201 FT OF E 389.47 FT OF SW 1/4

Owner Information**Owner(s)**

DAVALOS NORMA C
 GIMENEZ EMANUEL &
 DAVALOS NORMA C TR
 EMANUEL GIMENEZ TR TITL HLDR
 GIMENEZ EMANUEL TR

Mailing Address

50 COCONUT LN
 BOYNTON BEACH FL 33435 5202

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
05/09/2024	\$4,000,000	35018 / 00301	WARRANTY DEED	DAVALOS NORMA C TRUST &
11/29/2021	\$3,080,000	33111 / 01837	WARRANTY DEED	PARTRIDGE DEMETRIUS &
03/06/2019	\$10	30471 / 00063	QUIT CLAIM	50 COCONUT LANE LLC
03/03/2015	\$919,800	27448 / 01545	WARRANTY DEED	ROCHEMONT PIERRE R
01/12/2015	\$1,150,100	27269 / 01468	CERT OF TITLE	WELLS FARGO BANK NA TR
08/15/2012	\$10	25409 / 00619	QUIT CLAIM	STERNBERG FREDERICK
03/29/2004	\$1,300,000	16802 / 01047	WARRANTY DEED	STERNBERG FREDERICK
10/01/1997	\$650,000	10043 / 00332	WARRANTY DEED	
10/01/1996	\$450,000	09490 / 01385	WARRANTY DEED	
01/01/1978	\$115,000	02841 / 01427		
01/01/1973	\$19,000	02167 / 01809	WARRANTY DEED	

Exemption Information

Applicant/Owner(s)	Year	Detail
GIMENEZ EMANUEL &	2025	HOMESTEAD
GIMENEZ EMANUEL &	2025	ADDITIONAL HOMESTEAD
DAVALOS NORMA C	2025	HOMESTEAD
DAVALOS NORMA C	2025	ADDITIONAL HOMESTEAD

Property Information

Number of Units : 2
***Total Square Feet :** 6349
Acres : .91
Property Use Code : 0100—SINGLE FAMILY
Zoning : RSF—SINGLE FAMILY RESIDENTIAL (46-OCEAN RIDGE)

Building Details**Structural Details**

Structural Element for Building 1		Sketch for Building 1
Exterior Wall 1	MSY: CB STUCCO	
Year Built	1924	
Air Condition Desc.	HTG & AC	
Heat Type	FORCED AIR DUCT	

Figure 1 illustrates the layout of the 16 test items (A0-A5) for the three conditions. The items are represented by colored squares on a grid. The values for each item are as follows:

- A0 (Cyan):** 73, 24, 17, 10, 19, 30, 18, 26, 25
- A1 (Pink):** 32, 28, 28, 32
- A2 (Grey):** 30, 17, 11, 28
- A3 (Red):** 4, 22, 22, 4
- A4 (Purple):** 22, 19, 27, 41, 20, 18, 25
- A5 (Brown):** 6, 7

Property Extra Feature

Property Land Details

Appraisals

Assessed and Taxable Values

Taxes

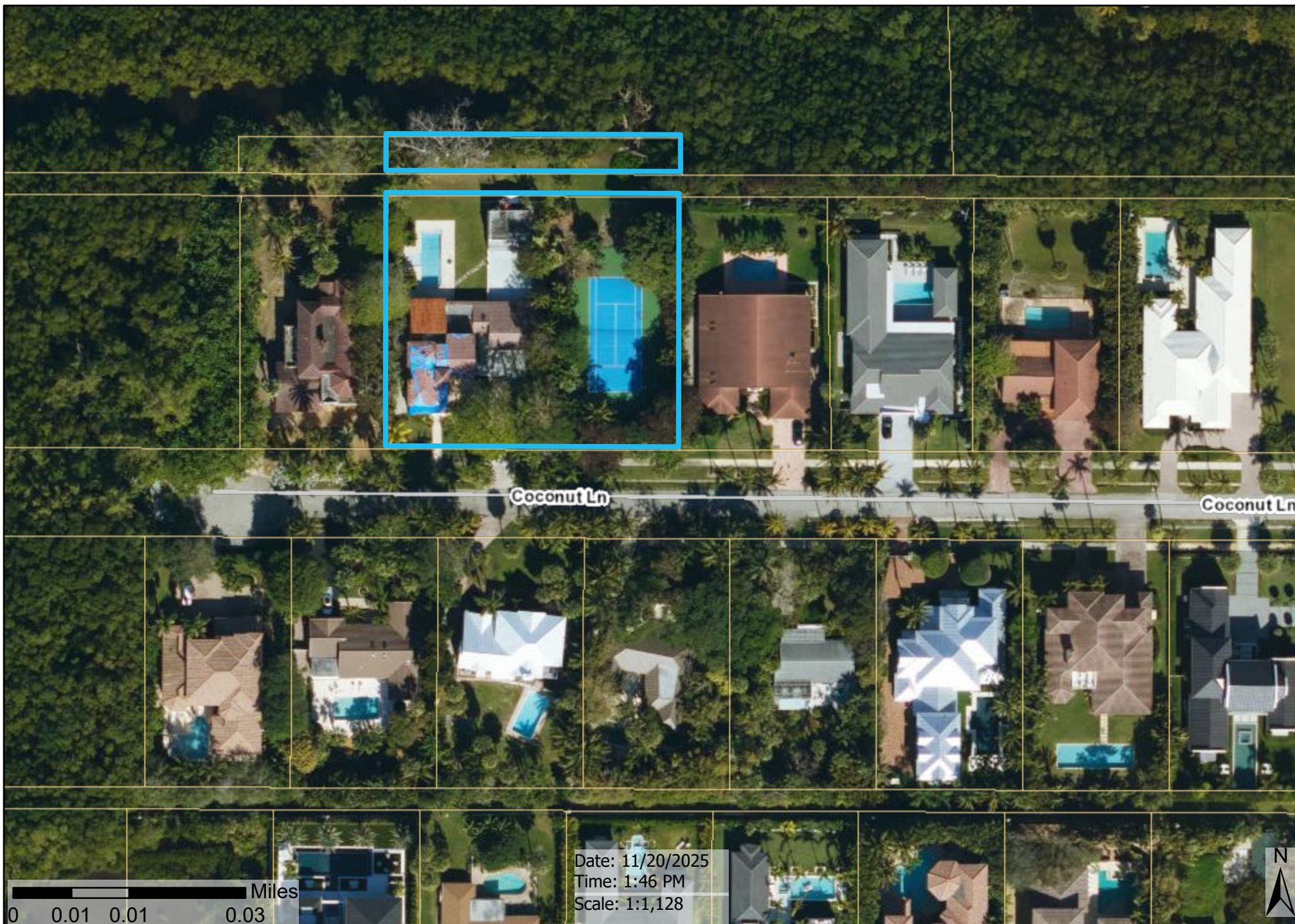
Tax Year	2025	2024	2023	2022	2021
AD VALOREM	\$60,314	\$59,290	\$56,393	\$48,861	\$34,150
NON AD VALOREM	\$207	\$194	\$188	\$184	\$178

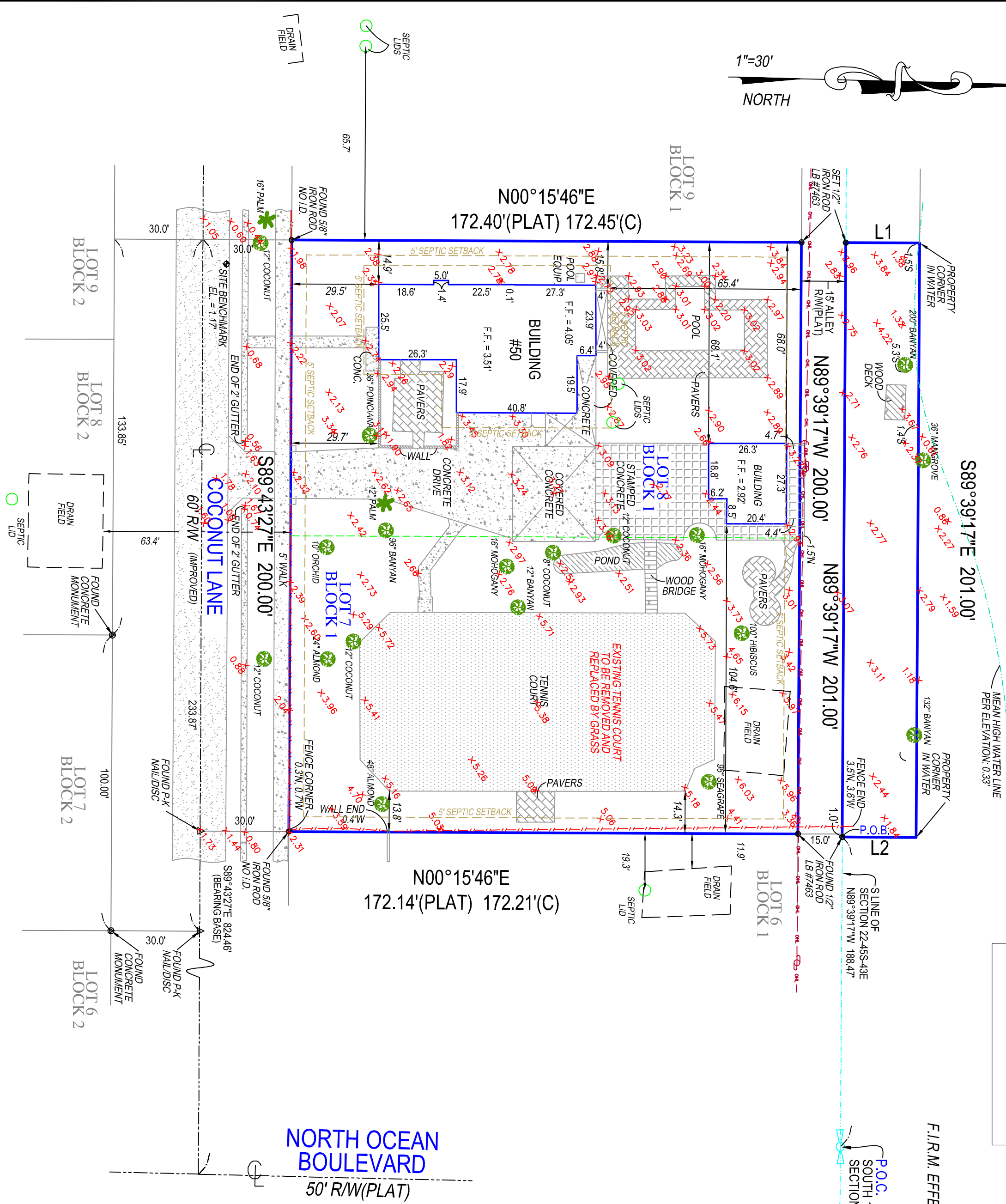
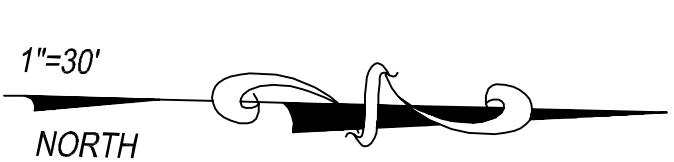
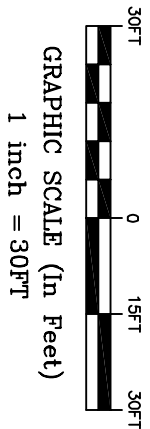
	TOTAL TAX	\$60,521	\$59,484	\$56,581	\$49,045	\$34,328
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Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcpao.gov



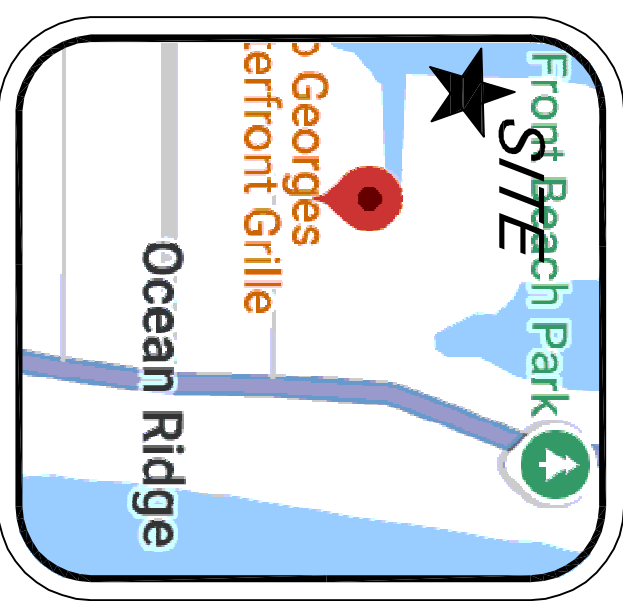
50 Coconut





L1
N00°16'33"E 25.00'
L2
S00°16'33"W 25.00'

FLOOD ZONE: AE
COMMUNITY NUMBER: 125134
PANEL: 12099C0793
SUFFIX: F
BASE FLOOD ELEVATION: 6
F.I.R.M. DATE: 10-05-2017
F.I.R.M. EFFECTIVE / REVISION DATE: 10-05-2017



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION:

LOTS 7 AND 8, BLOCK 1, BOYNTON BEACH PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 42, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE

TOGETHER WITH A PORTION OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 22; THENCE N89°39'17"W, ALONG THE SOUTH LINE OF SAID SECTION 22 (THE SAME BEING THE NORTH LINE OF A 15 FOOT ALLEY, ACCORDING TO THE PLAT OF BOYNTON BEACH PARK, RECORDED IN PLAT BOOK 12, PAGE 42, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA), A DISTANCE OF 188.47 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE N89°39'17"W, ALONG SAID SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 201.00 FEET; THENCE N00°16'33"E, ALONG THE NORTHERLY PROJECTION OF THE WEST LINE OF LOT 8, BLOCK 1, OF SAID BOYNTON BEACH PARK, A DISTANCE OF 25.00 FEET; THENCE S89°39'17"E, ALONG A LINE 25 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 22; THENCE S00°16'33"W, ALONG A LINE 1.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF LOT 7 OF SAID BLOCK 1, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

ABBREVIATION DESCRIPTION:

A/C	AIR CONDITIONER
C	CALCULATED
CL	CENTERLINE
ID	IDENTIFICATION
LB	LICENSED BUSINESS
NA V/D	NORTH AMERICAN VERTICAL DATUM
NG V/D	NATIONAL GEODETIC VERTICAL DATUM
OHL	OVERHEAD UTILITIES
PK	PARKER KYLON NAIL
P.O.B	POINT OF BEGINNING
P.O.C	POINT OF COMMENCEMENT
PSM	PROFESSIONAL SURVEYOR MAPPER
R/W	RIGHT OF WAY

NOTES:

- LEGAL DESCRIPTION PROVIDED BY CLIENT
- NO SEARCH OF THE PUBLIC RECORD FOR THE PURPOSE OF ABSTRACTING
- TITLE WAS PERFORMED BY THIS OFFICE
- NO SUBSURFACE IMPROVEMENTS WERE LOCATED AS PART OF THIS SURVEY
- ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED
- THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF COCONUT LANE, ASSUMED TO BEAR S89°43'27"E

NO WELL, SEPTIC SYSTEM OR BODY OF WATER WITHIN 100' OF SUBJECT PROPERTY EXCEPT WHERE SHOWN HEREON.

REVISIONS:

1. ADDED SITE PLAN, 11/05/2024
2. ADDED ADDITIONAL FEATURES, 01/16/2025
3. ADDED MEAN HIGH WATER LINE, 02/11/25
4. REMOVE MAFL PER CLIENT REQUEST, 05/29/2025

ORIGNATION BENCHMARK
NATIONAL GEODETIC SURVEY
BENCHMARK "804 93 01 X 02"
N.A.V.D. 1988 ELEVATION =23.36

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION, NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)

DAVID G CUTLER
PROFESSIONAL SURVEYOR AND MAPPER #5593



WWW.COMPASSSURVEYING.NET

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE: 561.640.4800
FAX: 561.640.0576

LB #7463

Project	C-13838	Sheet	
Date	4-19-2022	1 of 1	
Scale	1" = 30'		

BOUNDARY, TOPOGRAPHIC AND TREE SURVEY WITH SITE PLAN OF

50 COCONUT LANE
OCEAN RIDGE, FL 33435

PREPARED FOR
PIERRE RICHARD ROCHEMONT

PREPARED BY AND RETURN TO:

Town Attorney
c/o Town of Ocean Ridge
6450 North Ocean Blvd.
Ocean Ridge, Florida 33435

PCN: 46-43-45-27-07-001-0070

DECLARATION OF UNITY OF TITLE

THIS DECLARATION OF UNITY OF TITLE ("Declaration") is made and entered into as of this 27 day of October, 2025, by and among **Norma C. Davalos**, as Trustee of the Norma C. Davalos Revocable Trust dated February 24, 2023, as amended from time to time, as to an eighty five percent (85%) interest and **Emanuel Gimenez**, as Trustee of the Emanuel Gimenez Revocable Trust dated February 25, 2022, as amended from time to time as to fifteen percent (15%) interest ("Owner"), and **TOWN OF OCEAN RIDGE**, a Florida municipal corporation ("Town").

RECITALS

WHEREAS, the Owner is the fee simple owner of the real property more specifically described in the legal description attached hereto as **Exhibit "A"**; and

WHEREAS, the Owner desires to develop the real property as one lot or parcel of land with the understanding that no portion of said lot or parcel of land shall be sold, conveyed, transferred, devised, or assigned separately except in its entirety as one lot or parcel of land; and

WHEREAS, as a condition of the development of the real property, the Town requires the Owner to execute and record this Declaration of Unity of Title for the real property to be considered a single unified parcel for all purposes; and,

WHEREAS, the parties to this Declaration agree to all terms and conditions stated herein and that the unifying of the real property is in the parties best interests and necessary for development.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the above recitals and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged by the parties, the Owner hereby agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by this reference.
2. Upon the recording of this Declaration, the real property shall be considered a single unified parcel of land under one title as an indivisible site for all purposes including, but not limited, for purposes of determining total lot area under section 64-1(j)(6) of the Town's code of ordinances (2025).
3. That said real property shall be considered as one lot or parcel of land, and that no portion of said lot or

parcel of land shall be sold, conveyed, transferred, devised, or assigned separately except in its entirety as one lot or parcel of land.

4. This Declaration shall be a covenant running with the land and shall be binding upon the Owner and their successors and assigns, individually and collectively, and shall constitute notice to all persons of the terms and provisions herein set forth.
5. This Declaration may not be released without the prior written consent of the Owner and the Town of Ocean Ridge Town Commission. The Town Commission may release this Declaration upon an affirmative vote of at least three (3) members of the Town Commission at a publicly noticed meeting upon a finding that the purpose or need for this Declaration no longer exists.
6. This Declaration shall be recorded in the Official Records in and for Palm Beach County, Florida.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Owner and the Town have executed and entered into this Declaration of Unity of Title as of the date set forth above.

Signed, sealed, and delivered in the presence of:

Witness 1:

Print Name: Nicholas Hart
Address:

5064 Palmbrooke Cir
West Palm Beach
FL 33417

Witness 2:

Print Name: Pancho Sanchez

Address:

4538 Hunting Trail
Lake Worth FL 33467

OWNER:

By: Norma C. Davalos
Norma C. Davalos, Trustee

AND

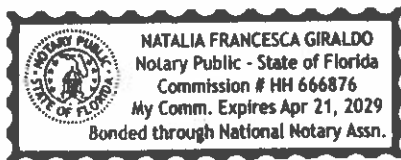
By: Emanuel Gimenez
Emanuel Gimenez, Trustee

STATE OF Florida)
COUNTY OF palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of october, 2025, by **Norma C. Davalos**, Trustee, and **Emanuel Gimenez**, Trustee, as the Owner, who is personally known to me or who has produced as identification.

NOTARY SEAL:

Notary Public



Signed, sealed, and delivered in the presence of:

Witness 1:

Print Name: _____

Address: _____

Witness 2:

Print Name: _____

Address: _____

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 202____, by _____, as _____ of **TOWN OF OCEAN RIDGE**, a Florida municipal corporation, on its behalf, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

TOWN OF OCEAN RIDGE,
a Florida municipal corporation

By: _____
Print Name: _____
Title: _____

Notary Public

EXHIBIT "A"

(Legal description of real property)

Lots 7 and 8, Block 1, of Boynton Beach Park, according to the plat thereof, as recorded in Plat Book 12, Page 42, of the Public Records of Palm Beach County, Florida. Together with: A portion of the Southwest 1/4 of Section 22, Township 45 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the South 1/4 corner of said Section 22; Thence North 89 degrees 39 minutes 17 seconds West, along the South line of said Section 22 (the same being the North line of a 15 foot alley, according to the Plat of Boynton Beach Park, recorded in Plat Book 12, Page 42, of the Public Records of Palm Beach County, Florida), a distance of 188.47 feet to the Point of Beginning of the herein described parcel of land; Thence continue North 89 degrees 39 minutes 17 seconds West, along the South line of said Section 22, a distance of 201.00 feet; Thence North 00 degrees 16 minutes 33 seconds East, along the Northerly projection of the West line of Lot 8, Block 1, of said Boynton Beach Park, a distance of 25.00 feet; Thence South 89 degrees 39 minutes 17 seconds East, along a line 25.00 feet North and parallel with the South line of said Section 22; Thence South 00 degrees 16 minutes 33 seconds West, along a line 1.00 feet East of and parallel with the East line of Lot 7 of said Block 1, a distance of 25.00 feet to the Point of Beginning.

Agenda: Monday, December 1, 2025
Memo: Item #13.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Christy Goddeau, Town Attorney

Subject: Approval of Ordinance on First Reading: Ordinance 2025-07: An Ordinance Of The Town Of Ocean Ridge, Florida, Amending Its Code Of Ordinances At Chapter 64, “Zoning”, Article I, “District Regulations”, Section 64-1, “RSF And RSF Single-Family Residential Districts”, By Adding A New Subsection 64-1(J)(7) To Incentivize Property Owners In The Residential Single-Family (RSF) Zoning District To Grant Public Easements To The Town Of Ocean Ridge Through A Zoning Bonus Program; Amending Subsection 64-1(I) To Update A Cross-Reference Related To Floor Area For Second Stories; Amending Chapter 1, “General Provisions”, Section 1-3, “Definitions”, To Clarify Existing Definitions For Floor Area Total, Floor Area Ratio, And Lot Area; And, Providing For Codification, Severability, Conflicts, And An Effective Date

As you know, the Town is in need of additional utility and drainage easements in the Single Family Residential District. The Town Commission has authorized some administrative incentives to obtain such needed public purpose easements. To further incentivize property owners, the Town is considering a floor area ratio bonus program. In its simplistic form, floor area ratio (FAR) is the relationship between the total floor area of buildings on a lot to the total area of the lot. If the total floor area of a building(s) is 3,600 square feet on a lot and the lot is 10,000 square feet, its FAR is .36 or 36%. This direct relationship results in the ability to build bigger homes on bigger lots. While a ratio of total floor area to lot size such as 36% may be appropriate for smaller lots, on larger lots the result can be unnecessarily and inappropriately large homes.

The Town’s maximum FAR in the Single Family Residential District is 36% for a lot up to 20,000 square feet and 32% for a lot in excess of 20,000 square feet. However, if a lot is separated by a street or right-of-way from that portion of the lot containing the principal structure or use (e.g., dune property), the calculation of the “total lot area” shall include the first 1,000 square feet of the separated portion of the lot, provided that the maximum floor area does not exceed 36% of the total lot area.

To calculate the total floor area, the Town's zoning official calculates the gross horizontal areas of all floors of all buildings on a lot, measured from the exterior face of exterior walls or other type of enclosure, or from the centerline of a wall separating two buildings, **including garages, carports, and porte cocheres, but not including: basements, attics (unless used as living space), unenclosed decks or patios, covered porches, balconies (covered or uncovered), or crawl spaces.** This total floor area calculation changes if the ceilings on the first floor are 16 feet or higher (which is counted as double except the first 300 sq. ft.) and a different calculation is used to determine the 75% total floor area limitation for second floors. The second floor's 75% limitation is calculated using the maximum finished floor elevation described in section 67-32[1], which is the average floor elevation of all areas (by square foot area) **including roofed porches, but excluding bay windows, and which share at least one wall with the remainder of the habitable structure.** See Code section 64-1(i).

To incentivize property owners in the Single-Family Residential District to grant the Town a utility and drainage easement, the FAR incentive is proposed as follows:

<u>Total Lot Area Maximum FAR</u>	
10,000 sq. ft. to 12,000 sq. ft.	Up to 42%
12,001 sq. ft. to 16,000 sq. ft.	Up to 40%
16,001 sq. ft. to 20,000 sq. ft.	Up to 38%
Above 20,000 sq. ft.	Up to 36%

For an understanding of what this means roughly in terms of lot size to the estimate size of a home on that lot, the following square footages are shown at various total FARs:

<u>Lot Size</u>	<u>36%</u>	<u>38%</u>	<u>40%</u>	<u>42%</u>
10,000 sq. ft.	3,600	3,800	4,000	4,200
12,000 sq. ft.	4,320	4,560	4,800	5,040
14,000 sq. ft.	5,040	5,320	5,600	5,880
16,000 sq. ft.	5,760	6,080	6,400	6,720
18,000 sq. ft.	6,480	6,840	7,200	7,560
20,000 sq. ft.	7,200	7,600	8,000	8,400

For **102 Bonito Drive**, which is estimated as a 13,068 sq. ft. lot, this would allow an increase to 40% FAR (or from 4,704 sq. ft. maximum FAR to 5,227 sq. ft. maximum FAR).

For **62 Harbour Drive North**, which is estimated as a 11,761 sq. ft. lot, this would allow an increase to 42% FAR (or from 4,704 sq. ft. maximum FAR to 5,227 sq. ft. maximum FAR).

The Town could consider other incentives (e.g., bonuses for lot coverage, height, set-back reductions, etc.); but at this time, only a FAR incentive is being presented for your consideration.

Should you have any questions regarding the above, please do not hesitate to contact me.

The Planning & Zoning Board has reviewed the proposed ordinance and has recommended

approval with the Town Commission.

[1] The current cross-reference to section 67-32 in section 64-1(i) needs to be updated along with some clarifications in Code section 1-3 regarding FAR related definitions. That update and those clarifications are included in the proposed ordinance.

Staff recommends approval of Ord. 2025-07 on first reading

Suggested Motion: I move to approve Ord. 2025-07 on first reading as presented.

Respectfully,
Christy Goddeau, Town Attorney

ORDINANCE NO. 2025-07

AN ORDINANCE OF THE TOWN OF OCEAN RIDGE, FLORIDA, AMENDING ITS CODE OF ORDINANCES AT CHAPTER 64, “ZONING”, ARTICLE I, “DISTRICT REGULATIONS”, SECTION 64-1, “RSF AND RSE SINGLE-FAMILY RESIDENTIAL DISTRICTS”, BY ADDING A NEW SUBSECTION 64-1(J)(7) TO INCENTIVIZE PROPERTY OWNERS IN THE RESIDENTIAL SINGLE-FAMILY (RSF) ZONING DISTRICT TO GRANT PUBLIC EASEMENTS TO THE TOWN OF OCEAN RIDGE THROUGH A ZONING BONUS PROGRAM; AMENDING SUBSECTION 64-1(I) TO UPDATE A CROSS-REFERENCE RELATED TO FLOOR AREA FOR SECOND STORIES; AMENDING CHAPTER 1, “GENERAL PROVISIONS”, SECTION 1-3, “DEFINITIONS”, TO CLARIFY EXISTING DEFINITIONS FOR FLOOR AREA TOTAL, FLOOR AREA RATIO, AND LOT AREA; AND, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

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

WHEREAS, the Town has seen an increasing need to obtain formal public easements from private property owners to address utility and drainage issues; and

WHEREAS, some property owners are hesitant to grant such easements as the easement may impact their property value and restrict use of their property in the easement area; and

WHEREAS, municipalities throughout Florida have initiated zoning bonus programs to incentive property owners to provide a public benefit(s) when developing or redeveloping their property (e.g., public art, affordable housing, open space, and conservation areas); and

WHEREAS, such a bonus program would be beneficial to the Town to incentivize property owners who might otherwise not be inclined to grant the Town the desired utility and drainage easement; and

WHEREAS, the proposed bonus program would afford a property owner with a floor area ratio bonus above the current maximum floor area ratio depending on the total lot area; and

WHEREAS, at the November 18, 2025, Planning and Zoning Commission meeting, the Planning and Zoning Commission sitting as the Local Land Planning Agency discussed this Ordinance and recommended approval to the Town Commission; and

WHEREAS, the Town Commission has reviewed this Ordinance and determined that this Ordinance is in conformance with the Town’s Comprehensive Plan, is not more burdensome or restrictive with regards to private property rights, and serves a valid public purpose.

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

SECTION 1 – Findings of Fact: The **WHEREAS** clauses set forth above are adopted herein as true findings of fact of the Town Commission.

SECTION 2 – Amendment: Chapter 64, entitled, “Zoning”, Article I, entitled, “RSF and RSE Single-Family Residential Districts”, subsection 64-1(j), entitled “RSF — Single-family residential property development regulations”, is amended to create a new subsection 64-1(j)(7) as follows (underline text denotes added text):

(j) *RSF — Single-family residential property development regulations.* Property development regulations for the RSF district are as follows:

(1) *Minimum lot area and dimensions.* Minimum lot area and dimensions are as follows:

- a. Area: 10,000 square feet.
- b. Width (interior): 80 feet.
- c. Width (corner): 90 feet.
- d. Depth: 100 feet.

(2) *Minimum yard setback requirements.* Minimum yard setback requirements are as follows:

- a. Front: 25 feet.
- b. Side (interior): 15 feet.
- c. Side (corner): 20 feet.
- d. Rear: 15 feet.
- e. Waterway: 25 feet.
- f. Atlantic Ocean: 1979 coastal construction setback line.

Exterior balconies, bay windows, exterior chimneys, or other architectural features which do not measure more than 25 square feet in the horizontal plane, and eaves which do not extend more than three feet from the vertical wall of the building shall not be considered as encroachments in the setback.

(3) Maximum building height shall be no more than 24 feet for single-story buildings and the maximum two-story building height shall be no more than 36 feet. Height shall be measured to the ridge or highest point of the structure, including all non-habitable architectural features, but excluding chimneys, as measured from the top of the lowest finished floor elevation of the first floor, as described in section 67-32. No building with more than two stories is permitted. No chimneys, including caps, shall exceed four feet in height from the ridge of the roof. For pitched roof systems, wherever a base flood elevation (BFE) is dictated by the FEMA National Flood Insurance Program (NFIP) maps requiring the finished floor elevation to be above seven feet NAVD, for every foot above seven feet NAVD there shall be a corresponding decrease of one foot in the maximum building height.

(4) *Minimum floor area.* Minimum floor area is 1,800 square feet.

(5) *Maximum lot coverage.* Maximum lot coverage shall be 35 percent of the total lot area.

(6) *Maximum floor area.* The maximum floor area of all finished floors under roof shall be 36 percent of the total lot area. For any RSF lot existing or created after the date of adoption of this ordinance in excess of 20,000 square feet, the maximum floor area of all finished floors under roof shall be 32 percent of the total lot area. For purposes of this subsection, if a lot is separated by a street or right-of-way from that portion of the lot containing the principal structure or use, the calculation of the "total lot area" shall include the first 1,000 square feet of the separated portion of the lot, provided that the maximum floor area does not exceed 36 percent of the total lot area. Prior to allowing the use of the separated portion square footage, a unity of title, approved by the town, must be executed by the property owner. The floor area occupied by bay windows, chimneys, or other non-habitable architectural features shall be included and shall be subject to this provision. The floor area occupied by roofed porches and balconies shall be exempt from this provision.

(7) *Public Easement Incentive.* If the town requests and a property owner grants the town a perpetual easement for public utilities and drainage purposes, the property owner shall be eligible for a floor area ratio (FAR) bonus consistent with the following and subject to review by the Planning and Zoning Commission in accordance with section 63-56:

<u>Total Lot Area</u>	<u>Maximum FAR</u>
10,000 sq. ft. to 12,000 sq. ft.	Up to 42%
12,001 sq. ft. to 16,000 sq. ft.	Up to 40%
16,001 sq. ft. to 20,000 sq. ft.	Up to 38%
Above 20,000 sq. ft.	Up to 36%

Approval of the FAR bonus by the Planning and Zoning Commission shall not be construed or interpreted as an approval of any other deviation from the land development regulations including, but not limited to, maximum lot coverage and pervious area. The form of the perpetual easement shall be a standard Town easement. The easement shall be executed by the property owner(s), accepted by the Town Commission, and recorded in the Official Records prior to the issuance of any building permits.

SECTION 3 – Amendment: Chapter 64, entitled, “Zoning”, Article I, entitled, “RSF and RSE Single-Family Residential Districts”, subsection 64-1(i), entitled “Floor Area Calculations”, is amended as follows (underline denotes added text; ~~strike-through~~ denotes deleted text):

(i) *Floor area calculations.*

(1) When calculating total floor area, the first floor area under ceilings which are 16 feet or higher shall count as double. The first 300 square feet thereof, however, shall be counted as one floor to allow for limited vaulted spaces. The second floor area shall not exceed 75 percent of the first floor.

(2) For purposes of calculating the 75 percent requirement of this section, the first floor area will include those portions of a structure utilized in establishing the maximum finished floor elevation described in section 67-32(a)(3)(b)(1) including roofed porches, but excluding bay windows, and which share at least one wall with the remainder of the habitable structure.

(3) For purposes of calculating the second floor for the 75 percent requirement of this section, the second floor area will include all enclosed areas of the second floor and roofed porches and

balconies, but will exclude bay windows whose sills are no lower than 12 inches from the floor, and provided the bay windows comprise 20 percent or less of any one facade and do not extend out beyond the overhang.

SECTION 4 – Amendment: Chapter 1, entitled, “General Provisions”, Section 1-3, entitled, “Definitions”, is hereby amended to read as follows (underline denotes added text; ~~strike through~~ denotes deleted text):

Sec. 1-3. – Definitions.

Floor area, total, as used for calculating floor area ratio, means the gross horizontal areas of all floors of all buildings on a lot, measured from the exterior face of exterior walls or other type of enclosure, or from the centerline of a wall separating two buildings, including garages, carports, and porte cocheres, but not including: basements and, attics (unless intended to be or used as living space), unenclosed decks or patios, covered porches, balconies (covered or uncovered), or crawl spaces unless otherwise stated.

Floor area ratio (FAR) means the ratio of the total floor area of all structures on a lot to the ~~usable land area~~ lot area.

Lot area or lot size means the total horizontal area included within lot lines.

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

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

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

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

FIRST READING this ____ day of _____, 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

Commissioner _____, who was appointed 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

ATTEST:

BY: _____
GEOFF PUGH, MAYOR

BY: _____
KELLY AVERY, TOWN CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

BY: _____
CHRISTY GODDEAU,
TOWN ATTORNEY

To: Town Commission, Town of Ocean Ridge
From: Michelle Heiser, Town Manager
Date: November 25, 2025
Subject: 2025 Year-End Summary of Accomplishments



Dear Commissioners,

As we close out 2025, I'm pleased to deliver a consolidated summary of the substantial progress, initiatives, and achievements we have made under your leadership and with dedicated effort from Town staff and partners. Your guidance, combined with our teamwork, has resulted in meaningful outcomes across governance, operations, personnel, fiscal management, and community engagement.

Below is a summary of our work, organized by major strategic focus areas:

1. Fiscal & Budgetary Management

- Completed the FY 2026 budget, incorporating the Personnel Overview with one additional sworn officer (\$110,000 annually) and competitive salary ranges for leadership roles (Chief of Police: \$150k–\$175k; Lieutenant: \$95k–\$120k; Dispatch Manager: \$90k–\$105k).
- Monitored the millage rate adoption process: ending FY 2025 at 5.400, tracking Palm Beach County property value certification and the rolled-back rate in mid-August, and preparing vote-threshold scenarios for FY 2026.
- Acknowledge the Town's high per-capita taxable value of \$927,126 (versus the Florida average of ~\$168,530) to underscore our fiscal strength.
- Transitioned the Town's payroll system from BS&A to Paychex, managing manual data entry, data migration, staff training, and early implementation support to ensure uninterrupted service.
- Convened and facilitated a Finance Workshop in November with the Commission, strengthening understanding, transparency, and alignment around financial strategy and budget mechanics.

2. Operations, Public Safety & Service Excellence

- Signed the Town up for F-ROC Florida via the Opt-In process, enhancing our readiness for hurricane reimbursement and fortifying resilience planning.
- Finalized the FDOT maintenance agreement for the upcoming fiscal year, ensuring stable infrastructure maintenance under Town supervision.
- Worked collaboratively with the Town Attorney to build a strong and constructive relationship with the PBA union—improving labor/management relations and establishing a foundation for future negotiation, communication, and shared objectives.

- Completed a delayed audit on time, turning a behind-schedule target into a successful on-time delivery, and supporting accountability and financial integrity.
 - Updated the Town's asset inventory, assigned new asset tags where necessary, and ensured comprehensive tracking and control of physical assets across departments.
 - Worked with the Palm Beach County Inspector General's office on outstanding items and audits - strengthening compliance oversight.
 - Upgraded the flooring and aesthetics of the administrative working area within Town Hall and PD, creating a refreshed, more professional environment for staff and visitors.
-

3. Leadership Development, Team Culture & Governance

- Continued our leadership development work across senior staff, emphasizing alignment to the Town's Vision ("Ocean Ridge is a thriving seaside community that treasures its natural beauty, strengthens its foundations for future generations, and delivers exceptional service with integrity, resilience, and pride.") and Mission.
 - Engaged in one-on-one coaching sessions and team alignment workshops to ensure individual strengths are leveraged and that actions link directly to organizational priorities.
 - Initiated a comprehensive review of the Personnel Handbook with a view toward updating policies in 2026 - positioning us now to refresh governance, expectations, and workforce guidance.
 - Instituted a "notes to file" process capturing performance recognitions and staff feedback, enhancing a culture of recognition and accountability.
 - Built relationships with counterparts in neighboring cities and towns, establishing a regional network of best practice sharing, cooperative planning, and benchmarking - strengthening our regional posture and collaborative capacity.
-

4. Strategic Initiatives & Community Engagement

- Advanced the Town's strategic posture on key community initiatives tied to natural-beauty preservation, resilience, and service excellence.
- Captured and communicated enhancements across operations, infrastructure, service delivery, and community outreach - reinforcing transparency, trust, and resident confidence.
- Worked with departmental leadership to refine cross-department coordination, especially around risk domains like storm/hurricane readiness and infrastructure maintenance - ensuring we are proactive, aligned, and ready.

- Established stronger relationships and communication loops with external partners (legal counsel, union leadership, oversight agencies, regional peers), positioning the Town firmly as a reliable and high-functioning municipal partner.
-

5. Looking Ahead: Priorities for 2026

As we move into 2026, we will build on this year's momentum and focus on the following:

- Further enhancing our public safety capability - focusing on technology integration, response efficiency, and leadership strength.
 - Implementing the updated Personnel Handbook and embedding revised policies, practices, and training to ensure workforce readiness and alignment.
 - Continuing the modernization of infrastructure and town facilities - from physical environment to asset management and operational systems.
 - Deepening our culture of leadership, accountability, recognition, and continuous improvement across all Town divisions.
 - Strengthening regional partnerships and collaborative initiatives, leveraging our relationships with neighboring jurisdictions, oversight bodies, union stakeholders, and professional networks.
 - Develop D.A.S.H. (Dog Assistance Support & Healing) as a potential official program, integrating our Town's support dog, Dash, into a structured program serving both staff and the community.
 - Communicating transparently and proactively with residents on our progress, fiscal strength, and dedication to delivering exceptional service with integrity, resilience, and pride.
-

Thank you for your unwavering support, strategic guidance, and leadership throughout 2025. Together, we have achieved significant milestones, reinforced our foundations, and positioned the Town of Ocean Ridge for a strong future. I look forward to our continued partnership and accomplishments ahead.

Respectfully,





Ocean Ridge Police Department

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

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

www.oceanridgeflorida.com

Scott McClure
Chief of Police

October 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)



Ocean Ridge Police Department

Other Activity Report – October 2025

Traffic Enforcement

Type	Total
Citations	122
Written Warnings	295
Parking Tickets	5
Traffic Stops	366

Arrests

Type	Total
S19 Felony	2
S18 Misdemeanor	4

Telephone Calls Handled by Dispatch

Category	October	Year to Date
9-1-1	54	566
Incoming / Non-Emergency	391	3932
Outgoing / Non-Emergency	130	1727
Total	575	6225

Walk-Ins Handled by Dispatch

Category	October	Year to Date
All	232	2035
After Business Hours	123	1149

Administrative / Public Services

Service	October	Year to Date
Alarm Sign Issuance	0	1
Alarm Technician	8	110
AOD / Range Use	6	36
Burn Permit	0	4
Fingerprints	3	26
Keys	0	12
Pet Tag / Vehicle Decal	3	37
Report / Record Request	3	101
Vendors	55	387
Visitor for Chief	4	41
Visitor for Lt or Investigator	7	35
Visitor / Info	131	1333
Gift/Food Delivery	3	41
Pick up Property/Evidence	3	24
Pill Drop	6	79

ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 10/01/2025 00:00 Through 10/31/2025 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
10108	ON FOOT W/PORTABLE	59
10109	VEHICLE MAINTENANCE	178
1040	MEAL BREAK	15
1050	TRAFFIC STOP	358
1058	AT STATION	10
1060	ASSIST TO MOTORIST	1
801	VTC PERMITS (BUILDING)	1
806	VTC WORKING WHEN NOT PERMITTED	3
807	VTC TRASH/GARBAGE	1
812	VTC TRUCKS/COMMERCIAL VEHICLES	1
820	VTC ANIMALS ON BEACH	1
822	VTC DOGS BARKING	1
823	VTC CONSTRUCTION SITE	1
824	VTC ALL OTHER	1
832	VTC SLEEPING OUTDOORS	2
BCHK	BEACH PATROL	188
DC	DISTRICT CHECK	1471
HCKH	HOUSE CHECK HAND	320
HCKV	HOUSE CHECK VISUAL	307
S02	DRUNK PEDESTRIAN	1
S04	AUTO ACCIDENT	1
S10	STOLEN VEHICLE	1
S13P	SUSPICIOUS PERSON	5
S13V	SUSPICIOUS VEHICLE	7
S14	INFORMATION	2
S15	SPECIAL DETAIL	89
S21C	BURGLARY CONVEYANCE	1
S22	DISTURBANCE	1
S25	FIRE/FD ASSIST	1
S30	THEFT	1
S48	OPEN DOOR	1
S48G	OPEN GARAGE DOOR	3
S49	ALARM	38

ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 10/01/2025 00:00 Through 10/31/2025 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
S49F	FIRE ALARM	2
S57	DRUG CASE	1
S68	POLICE SERVICE CALL	27
S70	ANIMAL COMPLAINT	1
S72	LOST/FOUND PROPERTY	1
S73	MEDICAL CALL	14
S76	ASSIST OTHER DEPARTMENT	20
S79	911 PRANK/FALSE/ACCID CALL	8
S81	ASSAULT/THREATS	1
S84	WELFARE CHECK	7
S86	LOUD NOISE/MUSIC	1
S88	FLORIDA POWER LIGHT ASSIST	1
S89	ASSIST MOTORIST	2
S90	ILLEGAL PARKING	6
S96	PROPERTY DAMAGE	1
TOTAL ACTIVITY:		3164

OCTOBER 2025 BOYNTON BEACH FIRE RESCUE REPORT

IncidentNumb	Date	Full Incident Address	Incident Ci	Station	Incident Type Description	Emergency	Total Response Time (Exposure)
2512973	10/2/2025	5550 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	Public service assistance, other	Non-Emergency	4.4
2513121	10/6/2025	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Tower 2	Swimming/recreational water areas rescue	Non-Emergency	3
2513266	10/9/2025	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	EMS call, excluding vehicle accident with injury	Emergency	5.4
2513413	10/12/2025	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	Swimming/recreational water areas rescue	Non-Emergency	3
2513418	10/12/2025	5500 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	EMS call, excluding vehicle accident with injury	Emergency	4.7
2513431	10/12/2025	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	EMS call, excluding vehicle accident with injury	Emergency	6.3
2513450	10/13/2025	5900 BLK Old Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	Alarm system activation, no fire - unintentional	Emergency	6.9
2513478	10/13/2025	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Tower 1	Swimming/recreational water areas rescue	Non-Emergency	3
2513479	10/13/2025	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Tower 1	Swimming/recreational water areas rescue	Non-Emergency	3
2513565	10/15/2025	6800 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	Alarm system sounded due to malfunction	Emergency	8.6
2513572	10/15/2025	5500 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	Public service assistance, other	Non-Emergency	4.7
2513714	10/18/2025	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Tower 2	Medical assist, assist EMS crew	Non-Emergency	0
2513722	10/18/2025	5500 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	Public service assistance, other	Emergency	4.3
2513950	10/23/2025	6100 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 4	EMS call, excluding vehicle accident with injury	Emergency	6.3
2513972	10/24/2025	Harbour Dr N Ocean Ridge	Ocean Ridge	Station 1	Emergency medical service incident, other	Emergency	5.6
2514013	10/25/2025	Sabal Island Dr Ocean Ridge	Ocean Ridge	Station 1	EMS call, excluding vehicle accident with injury	Emergency	6.1
2514109	10/27/2025	6800 BLK N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	Unintentional transmission of alarm, other	Emergency	2.7
2514123	10/27/2025	Hudson Ave Ocean Ridge	Ocean Ridge	Station 1	Public service assistance, other	Non-Emergency	5.6
2514144	10/28/2025	Sabal Island Dr Ocean Ridge	Ocean Ridge	Station 1	EMS call, excluding vehicle accident with injury	Emergency	7.2
2514154	10/28/2025	6110 N Ocean Blvd Ocean Ridge	Ocean Ridge	Station 1	Alarm system activation, no fire - unintentional	Non-Emergency	7.8
2514164	10/28/2025	6415 N Ocean Blvd Ocean Ridge	Ocean Ridge	Tower 1	Swimming/recreational water areas rescue	Non-Emergency	3

Ocean Ridge Summary		Briny Breezes Summary	
Medical Calls	11	Medical Calls	0
Fire/Other Calls	10	Fire/Other Calls	0
Total	21	Total	0

EMS Calls exceeding 10 minutes consist of (0)